

OMB Report to Congress on Telework and Real Property Utilization



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Introduction

The Federal government is the nation’s largest employer, with over 4 million employees, including more than 2 million Federal civilian employees working across a wide range of activities and job functions to advance critical missions in support of the American people. During the height of the COVID-19 pandemic, over half of these employees continued working in-person for the entire duration due to their job function, providing vital services that the nation relies on, often at risk to their own health. In April 2023, with the end of the public health emergency, OMB released additional guidance through Memorandum M-23-15: *Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments*. This OMB memorandum directed agencies to “substantially increase meaningful in-person work at Federal offices, particularly at headquarters and equivalents” where hybrid work is mostly concentrated. Agencies were directed to consider how best to accomplish this given the unique circumstances, missions, and customers of each agency.

Over the past several years, employers across sectors have gained valuable insights into managing flexible work arrangements out of necessity—and the Federal government is no exception. During the pandemic, many agencies expanded their use of telework for the first time since the bipartisan Telework Enhancement Act of 2010. Other agencies have long had more flexible work arrangements, even prior to the COVID-19 pandemic.

As the nation emerged from the COVID-19 pandemic, these flexibilities have been incorporated into American work culture in all sectors and regions. Emerging research continues to demonstrate the value of in-person work to organizational health and organizational performance, at employers in all sectors but with benefits varying by role and team. For example, a recent Gallup study, found that declines in employee engagement were most pronounced among three groups: employees who work exclusively from home, employees who could work virtually but work exclusively on-site, and employees under 35.¹ Organizations with intentionally-designed hybrid work environments did not experience the same declines.

This Administration’s north star is ensuring that Federal agencies are centering organizational and operational decisions on delivering results for the American people. With the end of the public health emergency in early 2023, OMB has worked closely with Federal agencies to drive implementation of increased in-person office presence for the approximately half of the Federal workforce eligible to telework. Federal agencies are moving towards a posture where, on average, telework-eligible teams are working in-person at the office at least half of the time—in addition to the roughly half of federal employees that work entirely in person already. This enables agencies to tailor approaches based on their diverse operational needs while ensuring agencies achieve the benefits of meaningful in-person work for strong teams and organizations. This approach aligns the federal government’s posture to industry while allowing agencies to remaining competitive in the marketplace for talent. Agencies with a balanced posture can invest

¹ <https://www.gallup.com/workplace/643286/engagement-hits-11-year-low.aspx>

time and attention in the collaboration, mentorship, and face-to-face engagement necessary to build an organizationally-healthy, resilient workforce.

As of May 2024, approximately 50 percent of federal workers worked every day in **roles that are not eligible for telework**, including those who work onsite providing healthcare to our veterans, inspecting our food supply, and managing Federal natural resources. At the same time, **telework-eligible personnel** spent approximately 60 percent **of regular, working hours in-person, at agency-assigned job sites**. As CBO noted in a recent report, these numbers indicate that the Federal workforce has telework rates generally in line with the private sector.²

Despite progress, the work continues to ensure Federal agencies have the right operating posture. A key tenet of M-23-15 is continuous evaluation, and OMB expects that agencies will continue to optimize their work environment and telework posture with mission delivery as their north star, even if they have completed initial implementation efforts. Agencies are also expected to ensure employees are complying with telework and performance management policies and to take action in places where individual or work unit performance is negatively impacted. Enclosed in this report are detailed, agency-by-agency rates of in-person work as well as copies of relevant agency telework and work environment policies as of June 2024 to provide additional context on individual agency practices.

While agencies reach more durable, long-term decisions about their telework and work environment posture, they are also considering the impacts of these changes on their real property portfolios. Agencies have undertaken considerable work to dispose of unneeded property, reduce costs, and improve overall utilization of real estate. Federal agencies are required to develop and maintain Real Property Capital Plans, consistent with guidance included in the OMB Circular A-11 Capital Programming Guide, and OMB Memoranda M-20-03 and M-22-14. However, OMB recognized more work needed to be done and also instructed agencies to align these Real Property Capital Plans with enacted funding levels and make appropriate requests in the President's Budget. It is important to note that the average age of Federal facilities is more than 50 years and older buildings are not efficient or optimally configured for modern work and often require significant modification. Many agencies recognized that they had more office space than needed prior to the pandemic and face continued challenges in right-sizing their real property portfolio, including specifically lack of funding from Congress to both reconfigure and consolidate office space to support mission needs. For example, through the appropriations process over the past decade, more than \$13 billion in agency rent payments to the GSA Federal Buildings Fund intended predominately for capital construction and repair and alterations, have been redirected thereby limiting resources available to the GSA and its customer agency partners to execute major changes. The President's 2025 Budget proposes funding to optimize the GSA portfolio which would allow GSA to work with agencies to both dispose of unneeded buildings and consolidate into smaller space. Beyond proposals already included in the President's budget awaiting Congressional action, OMB is currently developing

² <https://www.cbo.gov/system/files/2024-04/59970-Compensation.pdf>

occupancy metrics that will require the calculation of average occupancy in federal buildings in the near term.

It is OMB's expectation that all agencies will arrive at intentional, competitive, and durable work environments that set agencies up for success in both the short and long-term, and that they appropriately manage their real property portfolio to support those decisions. It is also OMB's expectation that agencies will continue to prioritize mission delivery as their north star in all decisions they make to best deliver on agencies' vital missions and achieve results for the American people. OMB looks forward to continued collaboration with agencies and Congress in pursuit of this goal and welcomes further engagement on the topics discussed in this report.

Report Structure

Consistent with a joint explanatory statement accompanying the Further Consolidated Appropriations Act of 2024, OMB has prepared this report outlining agency in-person presence, agency telework policies, and real property portfolio management activities. OMB has coordinated with each of the 24 CFO Act agencies to prepare this report and their detailed responses to OMB are enclosed.

To provide the Committee with the requested detail on agency work environments, performance management practices, and real property portfolio management activity, OMB has compiled this report with three sections:

1. **Narrative Summary Report** – Summarized agency responses and overall government-wide posture on telework, employee performance management, and real property management practices.
2. **Detailed Agency Responses (Appendix 1)** – Narrative statements on employee performance management (1A) and real property management practices (1B) from each agency.
3. **Agency Policies & Documents (Appendix 2)** – Full and excerpted documents for each agency, including agency submissions to OMB in January 2024, agency telework policies, and collective bargaining agreements related to telework.

Scope, Definitions, & Key Terms

This document will reference several key terms that may have different meanings to different readers. For the purposes of this document, OMB uses the following definitions:

- **Work Environment** – Refers to the combination of physical, social, technological, and other factors that govern how and where employees accomplish their work.
- **Telework** – Refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized

activities, from an approved worksite other than the location from which the employee would otherwise work.³

- Telework-Eligible – Refers to a position that an agency has determined to be eligible for participation in its telework program, generally meaning that an incumbent could complete some or all of their regular job functions from an alternative worksite other than their assigned duty station.⁴
- Remote Work – Refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee’s position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work and where there is no expectation that they report to a government facility on a regular or recurring basis, meaning that they work from the alternative work site (usually their house) on a full-time basis.
- Regular Hours – Refers to regular (nonovertime) hours that were actually worked during the biweekly pay period, excluding paid leave hours and all other hours within the regular tour during which the employee was excused from duty. Exclude hours paid at an overtime rate.⁵
- In-Person Work – Refers to time during a regular work day spent at an employee’s regular work site or at other locations as needed throughout the day (e.g., meeting with stakeholders at other locations, engaging in field work, etc.). For the purposes of this report, this is defined as time spent *not teleworking*.

Additionally, OMB notes that the scope of this report is limited to only civilian employees and focuses primarily on the 24 CFO Act agencies, which collectively employ approximately 98% of federal civilian personnel.

³ 5 USC § 6501

⁴ <https://dw.opm.gov/datastandards/dataStandard/2272>

⁵ <https://dw.opm.gov/datastandards/dataStandard/1746>

Narrative Summary Report

The Federal Government as our Nation's Largest Employer

The Federal government is our nation's largest employer with over 2 million civilian employees spread across every county, deployed around the globe, and working a variety of arrangements every day to deliver for the American people. Virtually every occupation across the economy is represented in the federal workforce—doctors, police officers, machinists, data scientists, customer service representatives, and other common occupations—as well as many that are unique to the federal government like patent examiners and air traffic controllers. There is no 'typical' day for a federal employee and no one-size-fits-all snapshot that captures every particular case.

To maintain this workforce with the critical skills required to support agency missions, the Federal government hires approximately 200,000-300,000 new employees *every year*. Today, over a quarter of Federal employees have started their roles since the COVID-19 pandemic began in 2020. Our ability to attract and retain top talent on an ongoing basis is essential to the federal government's ability to serve the American people. To accomplish this, like all employers, the Federal government works to be competitive in the marketplace for talent. Agencies have a wide variety of personnel systems, hiring and workplace flexibilities, pay schemes, and other tools to ensure that they are able to staff the right personnel for the right roles, at the right time.

This diversity extends to work environment, where agencies maintain many different postures to best accomplish their work, ranging from situating roving mobile workers in the field to employees working 100% of the time in-person at a secure facility and every conceivable arrangement in between. Agency real estate portfolios follow from these decisions and are similarly composed of many different types of owned and leased facilities in communities all over the country, employed for different uses from manufacturing to scientific research to traditional office work. Even prior to the pandemic, agencies have also long offered telework flexibilities to the approximately half of federal employees that are eligible to telework to improve agency operations and align the federal workplace to market norms across the economy.

Emerging from a Pandemic Posture

Prior to the COVID-19 pandemic, telework and remote work had been slowly growing across government since the passage of the bipartisan Telework Enhancement Act in 2010. Many agencies had telework programs in place prior to 2019 that allowed for both regular telework as well as situational telework in the event of inclement weather or other emergency conditions that made travel to an agency worksite too risky or problematic.

In 2020, the COVID-19 pandemic necessitated the swift move of the Federal workforce to a more hybrid work environment virtually overnight as agencies activated many of these procedures to move their telework-eligible workforce to a maximum telework status. However, approximately half of Federal employees remained at their posts, subject to emerging public

health guidance and often at great personal risk to their health, to serve the American people. Like all employers, the Federal government worked to navigate the nexus of evolving public health guidance, employee expectations, mission needs, and other factors while working to ensure seamless service delivery.

In 2021, Executive Order 13991 established the Safer Federal Workforce Task Force to coordinate the Federal government's internal policy in an effort to keep employees safe and their agencies operating during the COVID-19 pandemic. Later that year, this group coordinated to issue OMB Memorandum 21-25, *Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment*, to direct and support agencies as they planned for the reentry of teleworking employees into agency workplaces. Over the course of 2022, most agencies completed initial reentry for these employees and began increasing their in-person presence, consistent with timely safety guidance and local conditions.

With the conclusion of the Public Health Emergency in 2023, OMB took further action directing agencies to “substantially increase meaningful in-person work at Federal offices, particularly at headquarters and equivalents, while still using flexible operational policies as an important tool in talent recruitment and retention” with the issuance of OMB Memorandum 23-15, *Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments*. This memo directed agencies to adopt a thoughtful, performance-focused approach to increase in-person presence that balanced the demonstrated value of in-person work with economy-wide changes in work environment after the pandemic. The memo also emphasized that agencies should focus these efforts on optimizing for mission delivery to the American people.

Each agency head has authority to set its own work environment policies, and agencies have made adjustments in response to this guidance. In the months following the release of this memo, OMB worked closely with agencies to monitor implementation and provide support to agencies on areas of common challenge. For example, over the course of 2023, OMB hosted a bi-weekly working group for senior agency leaders tasked with implementation to work through areas of common concern. Topics included managing reenrollment in WMATA commuter benefits, reopening cafeterias, modernizing workspaces, best practices for tracking implementation of workplace postures, and human capital data standards. OMB has committed to helping agencies make the necessary changes to strike the right balance and providing support where needed to remove barriers to implementation.

All 24 CFO Act agencies updated their policies relating to their in-person work requirements and have worked to execute these policy changes. For additional detail on the policies that agencies have communicated to OMB as well as their workforces, please refer to **Appendix 2 – Agency Telework Policies & Documents**.

Benchmarking Post-Pandemic Work Arrangements

As agencies have worked to adopt policies that best supported their missions, OMB has closely monitored both agency policies as well as what peer employers are doing across the economy to set reasonable goals for agencies that balance flexibility and in-person work. While no-one-size-fits-all policy can apply universally across the government, Federal agencies are moving towards a posture where telework-eligible teams are working in-person at the office at least half of the time, on average.

OMB believes that this target allows agencies to continue to be competitive employers while also making a significant investment in the organizational health of our workforce by enabling collaboration, promoting mentorship and learning, and helping teams to innovate as they tackle problems of ever-increasing complexity. It also mirrors many of the trends we see in the private sector as other employers arrive at a similar posture. For example, as of May 2024, data from the Bureau of Labor Statistics (BLS) Current Population Survey (CPS) found that, among ‘persons who teleworked or worked at home for pay,’ workers in the private sector and federal government spent a similar percentage of their work week working in person as they did teleworking.⁶ This was further validated by a recent Congressional Budget Office report that found that, while telework by Federal employees spiked to rates nearly identical to the private sector in 2021, Federal employees returned to in-person work at rates comparable to the private sector by 2022.⁷

Additional academic research has further validated this view. As of June 2024, a monthly survey conducted by the University of Chicago, Instituto Tecnológico Autónomo de México, Massachusetts Institute of Technology, and Stanford University on post-pandemic work arrangements found that, on average, employers planned for approximately 2.2 days per week of telework for their employees⁸—which translates to approximately 56% of time spent in-person, consistent with OMB’s expectation that agencies achieve *at least* 50% of time in-person for teleworking teams.

In-Person Work Today across the Federal Government

All 24 CFO Act agencies shared time and attendance data with OMB for two two-week pay periods in May 2024: the period that ended on May 4th and the period that ended on May 18th. Because payroll data can fluctuate period-to-period based on exogenous factors that affect employee schedules (e.g., holidays, inclement weather, leave schedules, etc.), OMB has averaged these two pay periods to provide an overview of in-person work across government.

Among the 24 CFO Act agencies, during May 2024:

⁶ U.S. Department of Labor, Bureau of Labor Statistics, June 2024. Current Population Survey. <https://www.bls.gov/cps/>

⁷ <https://www.cbo.gov/system/files/2024-04/59970-Compensation.pdf>

⁸ Barrero, Jose Maria, Nicholas Bloom, and Steven J. Davis, 2021. “Why working from home will stick,” National Bureau of Economic Research Working Paper 28731. <https://wfhresearch.com/data/>

- The federal government employed **2.28 million civilian personnel**.
- Of these 2.28 million personnel, the majority – 1.2 million or 54% – worked fully on-site, as their jobs require them to be physically present during all working hours.
- The remaining **1.1 million or 46.4% of civilian personnel were telework-eligible**.
- Of the total 2.28 million personnel, **228 thousand or 10% of civilian personnel were in remote positions** where there was no expectation that they worked in-person on any regular or recurring basis.
- Among **all federal employees**, excluding remote workers that do not have a work-site to report to, **79.4% of regular, working hours were spent in-person**.
- Among the subset of **federal workers that are telework-eligible**, excluding remote workers, **61.2% of regular, working hours were spent in-person**.

While these averages represent a government-wide snapshot of time spent in-person as opposed to telework, there is significant variation agency-to-agency in their progress towards OMB's goal of 50% of time spent in-person among teleworkers.

For a detailed snapshot of agency status, please refer to the **Table 1** on the next page.

Table 1. Agency Rates of In-Person Work – May 2024¹

Agency	Workforce Composition			% Of Agency Regular Working Hours Spent in-Person ²	
	Total Employees	Telework-Eligible Employees ³	Remote Employees ⁴	All Employees (Remote Excluded)	Telework-Eligible Employees (Remote Excluded)
Department of Agriculture	112,630	83,090	18,529	84.7%	81.0%
Department of Commerce	47,743	35,003	13,793	64.2%	42.3%
Department of Defense	783,081	241,222	61,549	78.7%	63.8%
Department of Education	4,245	4,163	2,341	43.4%	38.8%
Department of Energy	15,365	14,511	3,171	60.0%	57.1%
Department of Health and Human Services	91,845	71,145	26,849	65.8%	60.8%
Department of Homeland Security	224,522	118,781	15,445	85.0%	73.5%
Department of Housing and Urban Development	8,818	8,714	828	37.1%	36.4%
Department of Justice	116,649	23,724	1,653	91.4%	56.8%
Department of Labor	14,692	14,657	4,840	46.6%	46.6%
Department of State	18,302	16,712	1,091	79.4%	79.8%
Department of the Interior	65,409	49,878	8,190	81.2%	74.5%
Department of the Treasury	109,268	89,733	10,067	47.1%	35.7%
Department of Transportation	56,224	37,675	5,353	73.7%	60.4%
Department of Veterans Affairs	485,139	128,019	36,630	93.7%	68.0%
Environmental Protection Agency	16,040	15,643	2,397	37.9%	35.8%
General Services Administration	12,795	12,511	6,374	41.3%	41.6%
National Aeronautics and Space Administration	18,371	17,723	2,226	61.4%	60.2%
National Science Foundation	1,677	1,677	412	42.1%	42.1%
Nuclear Regulatory Commission	2,847	2,847	251	48.9%	49.0%
Office of Personnel Management	2,753	2,433	1,115	53.3%	52.9%
Small Business Administration	6,390	6,418	3,099	51.3%	52.8%
Social Security Administration	58,875	57,887	791	47.8%	46.9%
U.S. Agency for International Development	3,085	2,849	575	56.5%	55.6%
All CFO Act Agencies	2,276,760	1,057,008	227,564	79.4%	61.2%

Notes:

1. The data presented represents averages from two pay periods in April/May, 2024 ending on May 4th and May 18th collected from agency time and attendance systems.
2. Rates of in-person work are calculated by calculating the portion of the total number of regular hours (excluding leave, overtime, and other premium and non-pay hours) that are performed via telework (both situational and recurring) versus those not performed via telework.
3. Due to the need for agencies to combine datasets between HR and Payroll data and different update cycles for those systems, some agencies have slight rounding discrepancies (<0.5%)—for example, the SBA has a discrepancy of approx. 28 FTE between its overall headcount and telework-eligible headcount.
4. Remote employees are a subset of telework-eligible employees and may include employees working under reasonable accommodations, military spouses, domestic employees teleworking overseas, and some number of employees better classified as mobile workers. Some agencies also have large numbers of short-term or surge personnel in remote roles based on unique mission needs (e.g., most of SBA’s remote workers are in temporary disaster roles, NSF’s intermittent experts and consultants (<130 work days/yr.) are remote).

Managing a Hybrid Workforce for Productivity & Performance

Following the passage of the Telework Enhancement Act in 2010 (P.L.111-292), each agency head was directed to establish a telework program, policy framework, and related training program for eligible employees and managers.⁹ As part of this statute, Congress also specifically stipulated in 5 U.S.C. 6503 that agencies must treat teleworkers and non-teleworkers the same for the purposes of “periodic appraisals of job performance of employees; training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; work requirements; or other acts involving managerial discretion.”

Today, in accordance with this statute, agencies have written policies, including legally binding collective bargaining agreements, in place to govern their telework program and ensure high levels of employee performance. Typically, these agency policies require all teleworking employees to enter into a mutually agreed-upon written telework agreement with their supervisor, on behalf of the agency, that defines baseline expectations for participation in the telework program as well as any regular schedule for telework if applicable. In general, these agreements are re-negotiated or re-evaluated at least annually by supervisors and employees to ensure continued mutual agreement and achievement of program goals. Agencies also have policies governing the frequency and character of mandatory training requirements for employees participating in or managing employees participating in their telework program. In cases where employees violate the terms of their telework agreement or have their agreement otherwise terminated for misconduct or performance issues, agencies are expected to follow internal processes for taking corrective action. For further information about government-wide telework policy as well as OPM’s annual report to Congress on the Status of Telework in the Federal Government, please see <https://www.opm.gov/telework/>.

In addition to their agency-specific telework program, agencies also maintain employee performance management programs in alignment with Title 5 requirements, other applicable authorities, and merit system principles. These programs apply to all employees and are designed to encourage high levels of individual and organizational performance in pursuit of mission goals. Notably, because agencies are specifically prohibited from treating teleworking and non-teleworking employees differently for this purpose,¹⁰ these programs do not distinguish between the two groups. In general, these programs establish an annual performance management cycle based on a performance plan that defines an employee’s goals, key success metrics, and other criteria. These plans are agreed to between supervisors and employees and form the basis of periodic appraisals (e.g., year-end, mid-year) to evaluate performance and provide feedback to employees for the purposes of development. For further information about government-wide performance management practices, please see <https://www.opm.gov/policy-data-oversight/performance-management/>.

In addition to this summary, OMB collected narrative statements from each of the 24 CFO Act agencies on their approach to managing employee performance and productivity in a hybrid

⁹ 5 U.S.C. 6502

¹⁰ See 5 U.S.C. 6503(a).

environment that are captured in **Appendix 1A - Detailed Agency Responses on Employee Productivity and Performance Management**.

Approaches to Real Property Portfolio Management

OMB requested that each CFO Act agency provide a description of its efforts to reduce its office portfolio and to discuss its utilization rate. The responses that the agencies submitted are provided below with light editing to enable the agencies to speak directly to their work in these areas.

With regard to the cost of the government's office portfolio, data in the Federal Real Property Profile (FRPP) show that annual operations and maintenance cost at owned office buildings is \$1.993 billion. The annual operations and maintenance cost at leased office buildings is \$1.342 billion and annual office lease cost is \$4.751 billion. The total annual cost of the owned and leased office portfolio is \$8.086 billion.

Data is not currently collected to calculate an average office space utilization rate, but OMB is developing occupancy metrics that will require the calculation of annual average occupancy in the near term.

Office space designated as "underutilized" in the FRPP includes both owned and leased office space. There is 23.280 million square feet of underutilized owned office space with annual operation and maintenance cost of \$67.169 million. The portfolio contains .766 million square feet of underutilized leased space with an annual operation and maintenance cost of \$.481 million and an annual lease cost of \$13.696 million. The total cost of owned and leased office space designated as "underutilized" in FRPP is therefore \$81.346 million, approximately one-percent of the total cost of owned and leased office space.

It is important to note that "underutilized" office space is often a required asset in a specific location by one or more agencies. The cost of maintaining an owned asset that has become underutilized due to staff reduction, for example, may be a more cost-effective solution than constructing a smaller building that would be fully utilized or leasing commercial office space (if commercial space available in the required location).

For detailed agency responses on their approach to managing agency real property portfolios, please refer to **Appendix 1B - Detailed Agency Responses on Real Property Portfolio Management**

Appendix 1 – Detailed Agency Responses

Appendix 1A – Detailed Agency Responses on Employee Productivity and Performance Management

For reference, please find agency responses below, outlining how each agency approaches management for a high-performing hybrid workforce.

Table 1A. Agency Approaches to Performance Management

Agency	Description
<p>Department of Agriculture</p>	<p>At USDA, performance is not a program or an initiative, but the qualitative and quantitative delivery, by organizations and individuals, of the USDA mission to the public and other stakeholders. Setting clear expectations is the foundation for effective performance management. The USDA performance management program ensures that there is alignment with USDA strategic performance goals and results, cascading from the most senior levels down to individual employees by clearly defining outcome-based performance standards and measures in plans, having accountability at all levels thru timely and ongoing feedback and learning and differentiating between acceptable and unacceptable performance while creating a culture of engagement and recognition for work done well.</p> <p>In accordance with 5 United States Code (U.S.C.) 4302, Establishment of Performance Appraisal Systems, 5 Code of Federal Regulations (CFR) Part 430, Performance Management, and OPM’s approval of the Performance Appraisal System (System), USDA’s Non-Executive Performance Management Program (Program) provides for:</p> <ol style="list-style-type: none"> 1. Establishing employee performance plans, including elements and performance standards; 2. Communicating performance plans to employees at the beginning of an appraisal period; 3. Evaluating each employee during the appraisal period on the employee's elements and standards; 4. Recognizing and rewarding employees whose performance so warrants; 5. Assisting employees in improving unacceptable performance; and 6. Reassigning, reducing in grade, or removing employees who continue to have unacceptable performance, but only after an opportunity to demonstrate acceptable performance. <p>The approach to employee performance management does not make any distinction between teleworkers and remote workers.</p>
<p>Department of Commerce</p>	<p>The Department operates several employee performance management systems, including the General Schedule (GS) pay system and two pay-for-performance alternative personnel management systems. Under these performance management systems, managers and organizational leaders are responsible for setting and monitoring performance standards for their assigned employees. Due</p>

	<p>to the diverse nature of the Department’s mission – from examining patent applications to monitoring hurricanes and space weather – managers have flexibility to set and evaluate appropriate metrics for each employee and associated responsibilities.</p> <p>As outlined in the Department’s telework and remote work plan, performance standards for telework-ready employees and remote employees must be the same as performance standards for employees with traditional work arrangements. Expectations for performance, including results for which an employee will be held accountable, are to be clearly addressed in each employee’s performance plan. In addition, the Department provides managers with several tools to assess an employee’s readiness for telework or remote work and each Servicing HR Office employees both a Telework Coordinator or Telework Program Manager and Employee Relations specialists available to assist managers in addressing individual concerns regarding telework, remote work, and performance management.</p> <p>An employee will not be authorized to telework if their performance does not comply with the terms of their telework agreement (5 U.S.C. § 6502(b)(3)). Per the Department telework and remote work plan, employees will not be authorized to work remotely if their performance does not comply with the terms of their remote work agreement.</p>
<p>Department of Defense</p>	<p>The majority of civilian employees in the Department of Defense are covered by the Defense Civilian Performance Management and Appraisal Program (DPMAP), which is outlined by DoD Instruction 1400.25, Volume 431. This program falls under the approved performance appraisal system that is covered in DoDI 1400.25, DoD Civilian Personnel Management System: Performance Management, Vol 430. DPMAP is composed of a process of planning work and setting expectations, continually monitoring performance, evaluating performance in a summary fashion, and finally recognizing and rewarding good performance. This performance management process applies to all covered employees, regardless of whether the employee is physically present in a government office or working in a telework or remote status.</p> <p>The DPMAP process is flexible and dependent on continuous communication between the supervisor and employee via numerous means/modes of communication (e.g., email, telephone, in-person, MS Teams, etc.). The supervisor and employee are vital to the process of planning and monitoring performance management within the DoD to ensure mission accomplishment. Each step of the DPMAP process represents a continuum of events that must occur at certain points within the cycle. For example, performance plans that set expectations are generally created within the first thirty days of a new performance cycle, progress reviews are required mid cycle, but are encouraged to occur multiple times throughout the cycle.</p> <p>All three mandatory steps of the DPMAP appraisal cycle are easily monitored (which includes appraisals at the end of the performance cycle) through a reporting system imbedded into the MyPerformance Appraisal Tool.</p>

	<p>MyPerformance Appraisal Tool allows DoD Components to track each mandatory step of the appraisal cycle to ensure compliance with the established policy and guidance. From the policy perspective, there is no difference in monitoring performance in employees completing work in person versus employees performing work remotely on an approved telework agreement.</p>
<p>Department of Education</p>	<p>It is ED’s policy to manage employee performance by aligning performance elements to the strategic and organizational plans of ED and each respective Principal Office (PO), focusing on the critical elements/results of the employee’s official work duties, which may be found in source documents such as position descriptions or other written work assignments, communicating clear expectations, providing constructive feedback, and objectively assessing performance against established metrics. The overall goal of the performance management system is to foster a transparent and high-performing workforce geared toward achieving ED’s mission. The performance elements in employee plans cascade from the Senior Executive plans which in turn link to the organizational goals and metrics.</p> <p>Teleworkers and non-teleworkers are treated the same for purposes of: 1) periodic appraisals of job performance of employees; 2) training, rewarding, reassigning promoting, reducing in grade, retaining, and removing employees; 3) work requirements. Management expectations for performance are addressed in an employee's performance plan, regardless of whether the employee is a teleworker. When an employee participates in telework, expectations related to accountability do not differ by virtue of the telework arrangement. Following clear and consistent performance management principles and techniques results in equitable assessment of performance for all employees.</p> <p>The Deputy Secretary and Performance Improvement Office (PIO) facilitate strategic planning, goal setting, reporting, and monitoring to improve operations and achieve the agency’s mission. To this end, ED measures its organizational performance through a framework that includes planning; internal analysis and review; and reporting. In accordance with Circular A-11 and the framework described above, the Deputy Secretary and PIO hold quarterly data-driven performance review meetings with agency leaders focused on key priorities to drive progress toward achieving their goals. The results of the organization’s annual efforts are found in the FY 2023 Annual Performance Report (APR) and FY 2025 Annual Performance Plan (APP).</p> <p>The APR provides narrative and data on the ED’s progress toward the strategic goals and objectives outlined in its Fiscal Years [FYs] 2022–2026 Strategic Plan, and the APP details the Department’s planned strategies and activities to achieve those strategic goals and objectives.</p>
<p>Department of Energy</p>	<p>The Department has a robust performance management process that is applied equally to non-teleworkers and teleworkers or remote employees. In alignment with the 2010 Telework Enhancement Act, DOE employees—regardless of telework, remote work, or onsite reporting status—are held to the same</p>

	<p>performance standards and expectations tied to organizational performance. Each Departmental Element (DE) is required to develop strong metrics for organizational performance annually.</p> <p>Aligned with each fiscal year, performance plans are required for every DOE employee. All employees must have at least three Critical Elements focused on intended results and provide credible measures to assess whether the intended results were successfully achieved. These Critical Elements must be aligned with their DE’s strategic goals that are set annually to accomplish DOE’s overall mission. During the evaluation process, Rating Officials must hold telework/remote employees to the same performance and assessment standards as non-teleworking employees. All DOE employees, regardless of where they work, are accountable for the results they produce during the performance year, including the quality of the work produced and the timeliness of the work products submitted. Rating Officials are required to accurately assess individual employee performance toward the work unit’s overall performance in achieving organizational goals.</p> <p>DOE has separate telework and remote work agreements each employee and their supervisor must sign before starting. The telework and remote work agreements outline specific employee responsibilities while working at home as well as work expectations and performance. Supervisors can add specific work expectations personalized for each employee if not already outlined in the agreement. Employee participation in either telework or remote work is subject to management approval; management has the discretion to suspend or cancel telework or remote work agreements when doing so is in the best interest of the Department (e.g., employee performance drops below the successful level, adverse impact on the organization’s operation). Upon signing a remote work agreement, the employee’s ability to work remotely becomes a condition of employment. Failing to maintain any condition of employment, including the ability to work remotely, may result in administrative action including removal from Federal service. If management needs to terminate a remote work agreement to address an employee’s performance or conduct issue, any associated expenses to relocate back to an official DOE site are the responsibility of the employee and are not funded by DOE.</p>
<p>Department of Health and Human Services</p>	<p>The Department of Health and Human Services (HHS or Department) takes the performance of its employees seriously. The Department holds all employees accountable for their performance based on a comprehensive and inclusive approach to employee performance management. The same standards apply to all employees regardless of position, including those who work onsite, participate in telework, or work remotely.</p> <p>All employees are held accountable for their performance through well-structured performance management plans and established performance expectations under the Department’s Performance Management Policy, which align with the Department’s strategic priorities. The Department’s Performance Management Policy requires supervisors to include “critical elements” in their employees’ Performance Management Appraisal Plan (PMAP) to ensure employees are focused on delivering results within their organizations and for the American people, irrespective of worksite. As an example, one of the critical</p>

	<p>elements is customer experience, assessed based on feedback received from internal and external customers indicating general satisfaction. Senior executive performance plans are also written and assessed based on OPM standards and competencies that advance a results-driven environment.</p> <p>The performance management cycle includes supervisors and employees collaborating to establish performance expectations, conduct at least one progress review, and participate in an end-of-year assessment. If there are performance issues – regardless of work status – supervisors are expected to address them in accordance with applicable laws, regulations, policies, and bargaining agreements.</p> <p>The Department is committed to continuous improvement and accountability of individual and organizational performance and our performance management system. In fiscal year 2025, HHS plans to utilize and implement OPM’s Performance Appraisal Assessment Tool (PAAT) as one of several tools to ensure the effectiveness of our employee performance management program. The PAAT is an evaluation process conducted by OPM, that assesses the effectiveness of a Department’s Performance Management Program, including areas of strength and opportunities for improvement. Based on the results, the Department will develop and implement an action plan to leverage the strengths identified and address opportunities for improvement. The Department also implements various performance management and employee engagement activities. Annually, the Department provides a training series for “Performance Management Month.” In fiscal year 2024, the Department will provide three trainings to strengthen manager’s and employees' implementation of the performance management process. These trainings include;</p> <ul style="list-style-type: none"> • Fostering a Results-Focused and Measurable Performance Culture • Tracking Results that Drive Powerful and Effective Feedback • Emotional Intelligence (EI) for Federal Excellence
<p>Department of Homeland Security</p>	<p>The Department's performance management program aligns individual performance requirements and goals with the supervisor, Component, and Departmental strategic priorities to ensure that DHS is positioned to meets its mission requirements and help each employee accomplish goals identified in his or her individual performance plan. Additionally, supervisors and employees are provided guidance to ensure performance plan goals are SMART—specific, measurable, achievable, realistic and timely.</p> <p>For teleworkers and remote workers alike, a signed telework/remote work agreement and completion of mandatory training are required to take place before an employee is allowed to work from home (5 U.S.C. § 6502 (b)(2) and 5 U.S.C. § 6503). The DHS performance management program promotes continuous performance conversations, engagement activities, and regular coaching and feedback between supervisors and employees throughout the performance period.</p> <p>The Department's mobility program supports employee productivity by enabling seamless access to necessary resources and the ability to conduct business from a variety of devices. Employees can utilize mobile phones,</p>

	<p>tablets, and virtual desktops to access work applications, communicate with colleagues, and perform their duties effectively, regardless of their physical location. This flexibility ensures that teleworkers and remote workers remain connected and productive, aligning with the Department's mission and strategic goals. Additionally, the Department has the ability to monitor how often and how long employees access their computers.</p> <p>Overall, the performance management approach for teleworkers and remote workers is integrated with the same principles applied to in-person employees, ensuring consistency and alignment with Departmental goals.</p>
<p>Department of Housing and Urban Development</p>	<p>employees, supervisory employees, and Senior Level and Senior Executive Service staff all require that critical elements and performance standards have clearly defined performance requirements that are quantifiable, measurable, results-oriented, and tied to the Department's strategic plan. The non-supervisory and supervisory employee performance systems also require several performance elements to reference other agency strategic planning documents, such as organizational operating plans, annual organizational/agency performance plan goals and metrics, and/or budgetary priorities. Performance goals are required to cascade down from the SES executive's plan to their subordinate staff. All HUD performance management systems require annual performance plans with annual ratings and at least one formal mid-cycle progress review in addition to continuous performance monitoring.</p> <p>In accordance with HUD's Flexiplace (Telework/Remote Work) Policy, the performance of telework/remote work participants is evaluated consistent with the applicable HUD performance management system, such that telework/remote work participants are treated the same as non-participants regarding performance management. The primary criteria for telework/remote work approval decisions are the portability of the existing duties of the position and the frequency that the position requires performance of duties in the office, placing mission accomplishment and employee performance in the forefront of eligibility decisions. Employees must be able to fulfill the performance expectations of the essential functions of their positions in order to participate in telework/remote work.</p>
<p>Department of Justice</p>	<p>The Department of Justice's existing overall approach to employee performance management is the same for those who are in-person, telework, and/or remote. DOJ requires on-going engagement and commitment to each phase of the performance management process from individuals at all levels of an agency. Non-supervisory employees, supervisors, and leadership work collectively throughout various phases of the performance management cycle ensuring the successful execution of each step in the performance planning and evaluation process. In addition, DOJ fully utilizes technology to collect performance management data, facilitate effective communication, and collaborate between employees and supervisors who may not be occupying the same physical location.</p>
<p>Department of Labor</p>	<p>In the Department of Labor (DOL), performance assessments are carefully grounded in the clear, measurable expectations outlined in each employee's</p>

	<p>individual performance management plan, rather than the nature of their work arrangement, whether remote or onsite.</p> <p>DOL managers are required to communicate performance expectations on a regular and frequent basis. This approach ensures that employees are always aware of what is expected from them, aligning their daily work with broader organizational goals. Individual performance plans outline the specific levels of required performance. These plans are designed to reflect each employee's role in achieving the DOL's strategic priorities, with clear benchmarks for success at all levels of performance.</p> <p>Given the dynamic nature of work, DOL managers are adept at revising performance expectations in response to changing priorities. This adaptability ensures that employees remain focused and aligned with the Department's current needs. Our technological infrastructure facilitates efficient communication and the effective monitoring of performance in DOL. This encompasses expanded access to government-furnished equipment (GFE), the Microsoft Office Suite, with a heavy emphasis on the requirement to use MS Teams for in-duty status communications, and robust IT support for remote access, thus facilitating an extremely efficient and secure teleworking environment. Fundamentally, this platform fosters an environment where DOL can confidently assert that exceptional performance outcomes and workforce management practices are not only achievable but expected.</p> <p>DOL continues to offer comprehensive trainings focused on telework best practices and managing remote and hybrid teams. Examples of available training include sessions for supervisors on performance management success skills, offers on-demand eLearning performance-related series, including addressing poor performance; and distributes monthly newsletters to the supervisory and non-supervisory workforce to underscore the importance of everyone's role in the performance management process. These communications cover a range of topics, such as performance planning, feedback, accountability, and managing the performance of teleworkers. DOL emphasizes regular communication and engagement in its performance management guidance to agencies, highlighting its commitment to maintaining high performance accountability standards. Other live trainings include a supervisory series that aims to address employee misconduct or to provide leave category refreshers. From robust live events to state-of-the-art on-demand eLearning lectures and microlearning content, DOL's supervisory and non-supervisory employees have access to resources that enable them to thrive and surpass their individual performance expectations, regardless of their onsite or telework work arrangements.</p>
<p>Department of State</p>	<p><u>EMPLOYEE LEVEL:</u> All employees, whether teleworking or reporting onsite full time, are held to the same performance measures. Per the Department's telework policy codified in 3 FAM 2360: All employees, whether working onsite, teleworking, or remote must be treated equally for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, work requirements, removing employees, and other acts involving managerial discretion.</p>

	<p>Supervisors also retain the discretion to cancel, suspend, or modify an employee’s telework arrangement due to employee performance.</p> <p><u>ENTERPRISE LEVEL:</u> The Department collects enterprise-level key performance indicator (KPI) achievement data from bureaus which self-report progress. Aligned to Strategic Objectives in the Joint Strategic Plan, from 2018-2021 the Department tracked approximately 130 KPIs yearly.</p> <p>Available KPIs data suggest that State and USAID improved their performance by 15% from 2018-2021, based on the number of KPIs that were met or exceeded in each of those years (see table below), with a highest level of reporting at the end of JSP cycle in 2021 (88% of all indicators submitted results).</p> <p>FY 2022 is the first year of reporting on the current 2022-2026 JSP. As data on these KPI’s is reported annually in late spring/early summer, we will be able to compare progress on the Department’s current Strategic Objectives (FY 2022 to FY 2023), beginning in summer of 2024.</p>
<p>Department of the Interior</p>	<p>Telework may be authorized only to the extent that an approved telework arrangement does not diminish employee or organizational performance, and any agreement must be reviewed by the employee’s first-line supervisor to determine whether the proposed agreement is in the best interest of the Department’s mission. The Department continues to refine the telework program by implementing government-wide best practices, providing training to supervisors and employees, and improving our information technology infrastructure. The Department’s current telework policy, Personnel Bulletin 21-07, establishes criteria and procedures under which eligible employees may be authorized to telework and emphasizes that approved telework arrangements cannot diminish employee or organizational performance or impede mission delivery, consistent with the Telework Enhancement Act of 2010 and OPM Guidelines. DOI recognizes that our current hybrid workforce model may need periodic course adjustments and the Department is committed to finding effective ways to enhance our ability to continually monitor, measure, and evaluate agency performance.</p> <p>The Department establishes the policy, authority, and responsibilities for performance management in 370 Department Manual 430, Performance Management System – the objectives of which is to articulate the expectations of individual and organizational performance, to provide a meaningful process by which employees, including telework and remote work employees, can be recognized for noteworthy contributions to the organization and its mission, and to provide a mechanism to improve performance as necessary. In accomplishing these objectives, individual and organizational goals will be communicated to employees, such that the individual understands how his/her job responsibilities and requirements support the overall strategic mission and goals of DOI, the Bureau/Office, and/or work unit. The individual’s responsibility for accomplishing organizational goals will be identified; performance will be monitored and evaluated; and the rating of record will be used as a basis for</p>

	<p>appropriate personnel actions, including rewarding noteworthy performance and taking action to address unacceptable performance.</p> <p>Performance standards and management expectations for teleworking employees must be the same as the performance standards for non-teleworking employees. Like non-teleworking employees, teleworkers are held accountable for the results they produce. Decisions to deny or terminate a telework agreement must be based on mission-related reasons and what is in the best interest of the agency (e.g., telework arrangement fails to meet organizational needs; employee’s performance does not comply with terms of telework agreement; staffing issues lead to inadequate office coverage)—and not for personal reasons. Performance standards for teleworking employees must be the same as performance standards for non-teleworking employees. Management expectations for performance should be clearly addressed in the employee’s performance plan, and the performance plan should be reviewed to ensure the standards do not create inequities or inconsistencies between teleworking and non-teleworking employees. Like non-teleworking employees, teleworkers are held accountable for the results they produce. Each employee is appraised against their performance standards, regardless of location.</p>
<p>Department of the Treasury</p>	<p>The Department of the Treasury employs a uniform approach to employee performance management without distinguishing between workers whose reporting cadence is entirely onsite, remote workers, or workers who participate in the Department’s telework program. The Department provides specific training for teleworkers on how to contribute as a member of a hybrid team and for supervisors on successfully managing teleworkers.</p>
<p>Department of Transportation</p>	<p>The USDOT’s overall approach to employee performance management for teleworkers and remote workers is the same as employees who work in-person. The supervisor evaluates the employee’s performance by assessing performance metrics against the pre-established elements and standards in the employee’s performance plan. The supervisor assigns a performance rating based on the work performed during the appraisal period. The telework and remote work employees must achieve “Fully Successful” or equivalent to maintain eligibility to telework or work remotely. In FY2023, two DOT employees had their telework arrangement rescinded as a result of poor performance.</p> <p>Concerning achieving results, telework and remote work employees are treated no differently than employees working in-person. The performance elements and standards for teleworkers and remote workers shall remain the same as other workers performing the same or similar duties. In accordance with the FY 2001 DOT Appropriations Act, P.L. 106-346 § 359, 5 U.S.C. § 650 and the Telework Enhancement Act of 2010 (Public Law 111-292), 5 U.S.C. Chapter 65, the USDOT has established USDOT policies and bulletins that address managing telework and remote work with appropriate controls for performance accountability.</p>
<p>Department of Veterans Affairs</p>	<p>Every employee at the Department of Veterans Affairs (VA) including those who work every day in-person and those who telework and work remotely is</p>

	<p>focused on serving Veterans, their families, caregivers, and survivors. Employee productively and performance has improved substantially, enabling VA to deliver more benefits to more Veterans than ever before. Employee performance management routines are focused on metrics the measure how we are serving Veterans and meeting our mission.</p> <p>For example, on March 19, 2024 VA reported it has processed its one millionth Veteran benefits claim in fiscal year 2024. VA reached this milestone March 4 — the earliest in VA history and nearly six weeks faster than the previous all-time record (from fiscal year 2023). VA has completed almost 35% more claims than at this point last year. On May 21, 2024 VA announced that Veteran claims pending over 125 days – known as the backlog – has decreased by more than 100,000 claims since December.</p> <p>For Veteran healthcare on May 24, VA released data showing that VA improved wait times for new patient appointments in primary care and mental health care across the VA health care system. For new patients in April 2024, there was an 11% decrease in average wait times for VA primary care and a 7% decrease in average mental health wait times compared to same time last year. These improved wait times come at a time when VA is delivering more care to more Veterans than ever before. Compared to the same time period last year (which was a record-breaking year for appointments), VA completed 11% more new patient appointments – including nearly 13% more new patient mental health appointments.</p> <p>Additionally, more than 400,000 Veterans have enrolled in VA health care over the past year, a 30% increase year-over-year. This is critical because Veterans who come to VA are proven to have better or equal health outcomes, higher satisfaction scores, and trust VA outpatient care at 91.8%. More than 5.4 million Veterans have been screened by VA for toxic exposures: These screenings are a critical step to detecting, understanding, and treating potentially life-threatening health conditions. Of the 5.4 million Veterans who have received the screening, 44% reported at least one potential exposure.</p>
<p>Environmental Protection Agency</p>	<p>Performance management processes are guided by Agency policy and collective bargaining agreements, and are identical for teleworkers, remote workers and those working entirely-in person. EPA has an established, comprehensive system in place to exercise the necessary oversight on performance and progress towards achieving priority programmatic goals. Individual organizations’ performance measures cascade from externally reported long-term and annual performance goals in the Strategic and Annual Performance Plan and are supported by internal measures on regional and headquarters office bowling charts. Headquarters programs and regions engage together each year in establishing regional measures towards achieving programmatic goals.</p> <p>Every regional and headquarters office reports progress on bowling chart measures and conducts business reviews at least quarterly to assess results to date and discuss ways to make continuous improvements. EPA’s senior career leadership conduct quarterly performance reviews regarding overall progress towards long-term performance goals, topics identified as enterprise risks, and</p>

	<p>deep-dive topics. EPA also sustains a culture of continuous improvement with activities underway within the regions and programs.</p> <p>Priority goals are cascaded to individual employee performance metrics. The metrics are developed collaboratively by the employee and their immediate supervisor at the beginning of the performance cycle. Rating officials meet with their staff on an ongoing basis to discuss progress towards meeting performance goals with a mandatory mid-year performance discussion and both a discussion and a rating at the end of the performance cycle. All employees are expected to maintain at least a level of Effective performance based on the major duties of their positions and commensurate with grade level.</p>
<p>General Services Administration</p>	<p>For more than two decades – across multiple administrations – GSA has promoted workplace flexibility as a tool for enhancing mission delivery. Just prior to the pandemic, nearly 40 percent of GSA’s total work hours were performed through telework or remote work. And, even as workplace flexibility has steadily increased over the past decade, GSA has continued to deliver on its mission – increasing the agency’s output of overall work performed and improving customer satisfaction scores year after year. Indeed, GSA’s two largest service areas (acquisition and real estate) have steadily improved in performance and customer satisfaction over the past decade.</p> <p>And looking at the past four-year period (2019 to 2023), as workforce flexibility increased, many of those metrics are currently at or near an all-time high.</p> <p>Examples include:</p> <ul style="list-style-type: none"> ● The Federal Acquisition Service’s (FAS) Total Acquisition Business Volume increased from \$65 billion in FY19 to \$102 billion in FY23 – a jump of 57 percent. ● From 2019 to 2023, FAS’s Supplier Satisfaction Scores rose from 3.65 to 3.87 (out of 5). ● The share of Multiple Award Schedule spending awarded to small business climbed from 34.2% in FY19 to 37.1% in FY23. ● The Public Buildings Service (PBS) Total Contract Awards and Modifications increased from \$3.3 billion in FY19 to \$3.6 billion in FY23. ● Customer Satisfaction with PBS projects (leases and reimbursable work authorizations) reached an all-time high of 88 percent by the end of FY23. <p>In other words, GSA’s organizational metrics reflect the agency’s continued and current success in mission delivery – with high customer satisfaction scores and sustained performance across priority initiatives – while creating additional opportunities for taxpayer savings. And in accordance with OMB M-23-15, GSA Leadership reviews these metrics on a quarterly basis and identifies opportunities for improvement if measures do not meet intended targets.</p>

	<p>As GSA’s customer satisfaction scores have remained strong through the past several years, our work environment metrics, particularly for the agency’s workforce have continued to grow as we have adapted to deliver for partner federal agencies.</p> <p>Highlights include:</p> <ul style="list-style-type: none"> • Enterprise employee engagement scores surged to 85% on the Federal Employee Viewpoint Survey in 2023, earning GSA 2nd out of 26 midsize Federal Agencies on the Best Places to Work Rankings (Partnership for Public Service). • Employee satisfaction scores eclipsed 89% on quarterly workforce pulse surveys when employees were asked about working in GSA’s current hybrid environment. • Retention rates have remained well above 90% for the last several years, consistent with GSA's pre-pandemic levels and stronger than baseline levels across federal government and the private sector. <p>All of this while GSA has consistently applied performance management principles across our workforce guided by GSA’s Associate Performance Plan Appraisal System (APPAS) and Associate Performance Recognition System (APRS), which link individual performance to organizational performance. For all employees, including those who engage in telework or remote work, GSA follows OPM guidance on performance management to set expectations for employees, monitor performance in regular check-ins and mid-year reviews, provide development opportunities, and rate performance. This ensures that employees are meeting individual goals and contributing to organizational performance, meeting customer needs, and driving our mission forward.</p>
<p>National Aeronautics and Space Administration</p>	<p>NASA’s long-standing telework and remote work policies and processes continue to enable a high-performing workforce that delivers the mission of the Agency every day to benefit the Nation. These workforce flexibilities are an important tool for NASA to remain competitive in the modern job market, in a number of areas: 1) Both new hires and current employees, especially our highly skilled, sought-after technical workforce, are increasingly asking for more permanent telework capabilities and other virtual collaboration tools; 2) A hybrid environment increases talent-sharing among NASA Centers and maximizes cross-Center career opportunities without employees having to physically move; and 3) A telework/remote work-enabled workforce allows us to access a greater, more diverse talent pool across the country, including to areas where people previously could not work as a NASA civil servant if there was not a NASA facility nearby. In the same vein, having a geographically dispersed, telework-ready workforce helps maintain readiness and continuity of operations during emergent conditions, such as a regionalized weather emergency or a pandemic, for example.</p> <p>NASA’s Employee Performance Communication System (EPCS) – which covers all employees other than SES, ST, and SL – establishes a systematic</p>

	<p>process for planning, monitoring, developing, assessing, and rewarding performance that contributes to the achievement of the agency’s vision, mission, and goals; creates a strategically linked set of performance expectations for employees; and promotes a performance culture that focuses on two-way communication between employee and supervisor, and holds employees accountable for results. EPCS stresses the continuous nature of performance management (PM), reinforcing to supervisors and employees that PM continues beyond the dedicated activity timelines for performance plans, reviews, and annual ratings.</p> <p>This focus on performance expectations at all levels of the agency applies to employees onsite, teleworking, or fully remote and uses the same performance metrics. During telework and remote work, supervisors are required to ensure their employees are reporting for duty virtually and completing their assigned work on a timely basis. In terms of individual employee performance, NASA does not differentiate performance of employees by whether they are on-site or off-site. Under NASA’s performance management policies, poor performance for any employee, whether on-site, telework or remote, is addressed using the authorities and procedures prescribed by 5 U.S.C. §§ 4301-4315 and OPM’s implementing regulations. Supervisors also are expected to check in with their employees frequently, whether on-site or off-site, to ensure that mission goals and requirements are being met in an accurate and timely manner. Conversations should occur throughout the year to identify opportunities for growth, improvement, and development. If performance issues exist, managers are expected to utilize performance tools and counseling to address those issues as they arise, allowing employees the opportunity to improve performance shortfalls. Supervisors are also encouraged to use feedback during mid-term performance evaluations and year-end performance evaluations to identify opportunities to maximize performance as well as to address any performance shortfalls, to include potentially putting lower-performing employees –regardless of their location – on performance improvement plans.</p> <p>NASA recognizes that we may need periodic course adjustments in this new era of a hybrid work environment. NASA’s senior leaders remain committed to developing new ways to measure and evaluate Agency performance in concert with our new hybrid workforce environment.</p>
<p>National Science Foundation</p>	<p>The National Science Foundation (NSF) uses USA Performance®, a web-based application and automated performance appraisal process, throughout the entire performance rating cycle. This includes developing performance plans, tracking and monitoring employees’ performance, providing feedback and ratings, and electronically signing performance plans, progress reviews, and ratings.</p> <p>The performance management practices and transparency provide a solid foundation for effective telework or remote work. The performance standards apply to all employees regardless of their telework or remote work status. Supervisors manage the workforce by focusing on goals and outcomes rather than physical presence, and they must treat employees consistently regardless of location. Supervisors maintain open lines of communication and provide all employees with objective feedback regarding performance expectations. Any management decision regarding telework and remote work eligibility and</p>

	<p>participation focuses on results-oriented performance management and accountability measurement principles addressed in the employee's performance plan. Employees working remotely or in the office are held accountable for their performance and conduct. Employees adhere to workplace policies and performance expectations regardless of their telework, remote, or onsite work status.</p>
<p>Nuclear Regulatory Commission</p>	<p>Employee performance management requirements for teleworkers and remote workers are the same as those for non-teleworking employees. When an employee participates in telework, performance expectations and accountability do not differ by virtue of the telework arrangement.</p> <p>All employees, teleworkers and non-teleworkers, are expected to comply with MD 10.67, "General Grade Performance Management System"; MD 10.166, "Telework"; and the Collective Bargaining Agreement.</p> <p>Employees are formally evaluated annually based on their individual performance plans which are comprised of elements and standards. Supervisors hold required performance meetings throughout the year (start of year, midyear, end of year) as well as informal meetings in between.</p> <p>The NRC uses the following to track performance across its enterprise: NRC Strategic Plan for FY 2022-2026; Internal Control Plans; the Quarterly Performance Review; and the Annual Performance Plan and Report.</p>
<p>Office of Personnel Management</p>	<p>Our work arrangement efforts have led to continued significant improvements in both organizational health and performance. OPM continues to deliver for the federal workforce while using telework and our operational outcomes show we are improving in critical service delivery areas. For example, in the last two years, we have reduced retirement inventories from 35,000 to 16,000, decreased processing times for retirement claims 87 days to 61 days, and reduced average wait times at the call center by almost 50 percent. OPM went from being ranked sixth (among 24 CFO Act agencies) on GSA's Mission Support Satisfaction survey results in 2021 to being ranked first in 2023. We have developed and issued a number of policies and regulations, and are implementing programs to further support agencies and the workforce. This includes:</p> <ul style="list-style-type: none"> • Issuing a final regulation that prohibits the use of previous non-federal salary history in setting pay for federal employment offers. • Issuing a final rule to strengthen the merit-based civil services by implementing strong protections for the nonpartisan civil service. • Issuing a final rule to significantly expand federal opportunities for early career talent and recruit the next generation of government leaders through the Pathways Programs and release guidance to agencies increasing opportunities for internships, fellowships, apprenticeships, and other student and early career programs in the federal government. • Partnering with OMB to release the first ever government-wide Military-Connected Strategic Plan to support agencies in their efforts to recruit, hire, and retain military-connected spouses, caregivers, and survivors within the federal government. • Delivering to Congress a proposal that addresses agencies need for more flexibility in recruiting and retaining cyber talent into the federal government, as well as 13 additional legislative proposals aimed at improving OPM's ability to deliver services to agencies and employees

	<p>as well as establishing processes to enable agencies to better recruit and retain a highly skilled federal workforce.</p> <ul style="list-style-type: none"> • Building more efficiency into the hiring process by expanding support for governmentwide hiring actions. This includes launching six multi-agency recruitment portals on USAJOBS to support government-wide recruitment and hiring initiatives and establishing a new Hiring Experience (HX) group to drive innovations in hiring and improve the hiring experience for applicants, hiring managers, and HR practitioners. These efforts are already seeing positive outcomes through shared certificate and pooled hiring efforts. • Completing multiple critical milestones and we work towards launching the new Postal Service Health Benefits Program for 1.9 million postal employees and their families in 2025. • Continuing to build on work we have undertaken over the last four years to improve FEHB program integrity, including completion of a Master Enrollment Index to support data queries that will help identify enrollment irregularities in the FEHB and our recently released Benefits Administration Letter requiring that agencies verify a meaningful sample (not less than 10 percent) of family members included in Open Season elections from the prior year, while laying the foundation to modernize the FEHB program to better address some of the root causes of ineligible enrollments. <p>We are proud of the gains we continue to make within our agency, while recruiting, retaining, and developing the workforce we need to deliver on our mission efficiently and effectively. This includes the following:</p> <ul style="list-style-type: none"> • Our workforce is more engaged. When comparing our 2023 and 2021 OPM Federal Employee Viewpoint Survey results, OPM’s overall Employee Engagement score increased by three percentage points. Other employee experience and customer-facing measures also increased, including question 37: My organization is successful at accomplishing its mission (+ three percentage points). • The proportion of Millennials in our workforce has risen from 29 percent in 2019 to 35 percent today—this is critical for workforce planning—bringing in early career talent is a priority for any organization not only for longevity planning, but also as a way to bring in fresh perspectives and ideas to the organization. • OPM has seen a significant growth in Pathways Program participation—From FY 2022-FY2023, we saw our intern count nearly doubled (23 to 42 students) and we are steadily increasing the number of Presidential Management Fellows in our organization. • We have also increased the number of military spouses in our organization by 300 percent from FY 2022- FY 2023 (3 people to 12 people). • Partnering with the Workforce Recruitment Program, a referral program that connects federal and private-sector employers with highly motivated college students and recent graduates with disabilities, we have increased the number of hires for Schedule A employees by nearly 40 percent between FY 2021-FY 2023.
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	<ul style="list-style-type: none"> • A decrease in attrition rates from 12.5% in FY 2021, to 10.5% in FY 2022, and further to 10% in FY2023, indicates that OPM has effectively utilized telework as one factor to bolster its employee retention efforts. <p>OPM’s overall approach to performance management is applied consistently amongst all agency workers, regardless of telework or remote work status. More specifically, work performed by agency employees, regardless of telework or remote work status, is measurable by results and outcomes in relation to the expectations set forth in their annual performance plan elements and standards.</p> <p>Employee performance is one of the criteria for determining eligibility for telework and remote work.</p> <ul style="list-style-type: none"> • In accordance with OPM’s Telework policy (HR Handbook Chapter 368), employees must be performing at the Fully Successful level or above to be eligible for telework. Therefore, if an employee’s performance falls below the Fully Successful level, they maybe temporarily ineligible for telework (routine and unscheduled) and will be provided a timeframe when telework eligibility will be re-evaluated. • In accordance with OPM’s Remote Worker policy (HR Handbook Chapter 369), “if a remote worker's performance level falls below Fully Successful, improvement efforts will first take place at the remote work location or, if available, at an OPM office location within 50 miles of the remote work site. If efforts to improve performance are unsuccessful the employee may be reassigned to an OPM brick and mortar site.”
<p>Small Business Administration</p>	<p>The SBA’s Performance Management Program is designed to improve the Agency’s ability to build and sustain a results-oriented performance culture. Performance expectations are the same regardless of the employee’s location. Work performed by onsite employees, teleworkers, and remote workers is equally measurable in terms of results and outcomes.</p> <p>SBA has two standardized performance plans for General Schedule (GS) and equivalent employees:</p> <ul style="list-style-type: none"> • Employee/Team Leader Performance Plan. Non-supervisory employees are rated on two common performance elements – Customer Satisfaction and Written Material, when these elements are critical to the position and there is no duplication of any other element. There is also at least one additional job-specific element such as “project management” or “technical expertise.” Team Leader plans may have job-specific critical elements such as “organizational representation” or “people management.” • Supervisor/Manager Performance Plan – Supervisors are rated on their responsibilities to recruit, hire, develop, promote, support, reward, recognize, and retain highly-qualified employees through compliant, efficient and effective human capital management practices; ensure merit system principles prevail in the management of human resources; make assignments in a fair, consistent, and equitable manner; and align and manage work processes, available resources, and technology to meet SBA or organizational strategic goals and objectives.

	<p>The Office of Human Resources Solutions tracks performance management task completion rates for each program office and reports to senior leadership on a bi-weekly basis. Each program office is also assigned a performance management liaison to facilitate the timely completion of performance management tasks.</p> <p>Supervisors and employees receive training on strategies to maximize productivity in a hybrid environment. Additionally, Teleworkers and Remote Workers must complete telework training, and submit an approved agreement which outlines the expectations and terms associated with the respective work arrangement.</p>
<p>Social Security Administration</p>	<p>Accountability and productivity starts with leaders and managers, whose job it is to manage employee performance regardless of work location. Managers are held accountable for their employees’ performance and use performance tools and counseling to address issues—regardless of where the employee works. Employees are held to the same performance standards whether they are teleworking or working in the office.</p> <p>Managers assign work, use workload reports, case clearances, and project deliverables—the same methods for tracking work onsite—when monitoring employees during telework. For some operating units, specific output-based performance indices are monitored routinely via electronic systems to evaluate employee and/or organizational performance.</p> <p>Performance planning and evaluation involves annual expectation discussions, mid-cycle reviews, and end-of-year performance appraisals; all of which involves ongoing communication between supervisors and employees—tying individual performance to the achievement of agency goals—regardless of work location.</p>
<p>U.S. Agency for International Development</p>	<p>USAID’s policies and procedures for measuring employee performance are clearly laid out in Automated Directives System (ADS) chapters on performance management:</p> <ul style="list-style-type: none"> ● 423 Senior Executive Service; ● 425 Senior Level and Scientific Technical Professional Positions Performance Management System; ● 461 Foreign Service and Senior Foreign Service Performance Management & Development Programs; ● 462 Employee Evaluation Program, Civil Service; ● 463 Foreign Service and Senior Foreign Service Promotion Eligibility Requirements and Procedures; and ● 464 Foreign Service Performance-Based Actions and 489 Performance Based Actions - Civil Service, which establish clear guidelines and policy for performance-based actions to be taken when employees fail to achieve a satisfactory level of performance. <p>These chapters involve employees in improving organizational effectiveness in the accomplishment of the Agency’s mission and goals and apply to employees regardless of whether they are in office, have a hybrid work schedule, or work remotely.</p>

	<p>Performance management is a core component of USAID’s work environment and organizational health and performance efforts in alignment with OMB M-23-15. USAID’s telework, remote work, training, and hours of duty policies and practices integrate with the Agency’s performance management efforts. Accordingly, over the past year USAID accomplished the following:</p> <ul style="list-style-type: none">● Published updates to its Telework and Remote Work Program policy in ADS 405 on July 25, 2023 - which outlines the rules and responsibilities of supervisors and employees who participate in the telework and remote work program;● Required members of its Washington, D.C., direct hire and U.S. Personal Services Contractor (USPSC) workforce to submit new telework agreements by August 18, 2023;● Increased the in-person presence of its workforce in Washington, D.C., to three days per week, on average, by September 24, 2023; and <p>Published minor updates to its Hours of Duty Policy in ADS 479 to support work-life balance by establishing the “Maxiflex” schedule as USAID’s primary flexible work schedule option. This flexibility helps employees balance work-life obligations and accommodate customer service delivery to USAID Missions that operate in different time zones.</p>
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Appendix 1B – Detailed Agency Responses on Real Property Portfolio Management

For reference, please find agency responses below, outlining how each agency approaches real property portfolio management.

Table 1B. Agency Approaches to Real Property Portfolio Management

Agency	Description
<p>Department of Agriculture</p>	<p>Effective real property management is critical to making USDA one of the most efficient Departments in the government. USDA strives to ensure the space we maintain is used to fulfill the Department’s mission. USDA balances many priorities in its real property management process. The Department seeks to maintain an affordable portfolio in support of USDA’s strategic goals and its desire to have a modern workplace environment. USDA’s vision for the workplace is one that enables effective mission achievement and quality employee experience that promotes flexibility, sustainability, and safety. The overall goal of space management and utilization is to create a modern workplace, retain and recruit workers, be cost-efficient, and deliver programs and services. To that end, we continue to regularly review our real property assets, utilization rates, and mission requirements and actively seek opportunities for consolidation, co-location, and footprint reduction when and where feasible. A modernized and optimized real property portfolio enables USDA to recruit and retain a diverse workforce.</p> <p>The office remains a critical place to collaborate, maintain connections, access secure resources, perform specialized work that is impractical to be conducted at home, and serves as a place for those who cannot or do not want to work from home. Distributing work nationwide has the potential to advance equity and inclusion allowing USDA to recruit from a larger talent pool reflecting the talents of individuals across America and allowing employees to live where it best suits them.</p> <p>USDA is evaluating its office footprint at priority locations. This analysis includes the following:</p> <ul style="list-style-type: none"> • Number of employees assigned to each facility • Daily occupancy rate • Telework data • Own vs. lease assets • Tenant improvement costs

	<ul style="list-style-type: none"> • Cost to reduce footprint or dispose of the asset • Lease conditions (termination rights, etc.) • Impact to local economy <p>USDA has engaged in space optimization efforts beginning with the “Freeze the Footprint” directive and increased with “Reduce the Footprint” (RTF) government policy. Since the 2015 RTF baseline, USDA reduced the targeted footprint from 32,623,506 SF to 30,975,179 SF at the end of fiscal year 2022. USDA is accelerating its space optimization efforts to right-size its real property portfolio as a result of its workplace flexibilities. During FY 2023, USDA reduced the RTF by 915,559 SF. Since the beginning of FY 2024, USDA has already reduced its footprint by over 500,000 SF and identified an additional 1,000,000 SF for reduction over the next several years. Almost 700,000 square feet of the planned reductions are space controlled by GSA. The remaining 300,000 square feet are USDA delegated lease spaces.</p>
<p>Department of Commerce</p>	<p>The Department of Commerce’s land-holding bureaus conduct master planning to identify mission requirements for real property and opportunities for consolidation and disposal. Bureaus with leases or GSA occupancy agreements conduct space studies prior to lease renewal or acquisition to ensure the lease is right-sized to meet current and future mission needs. For office spaces, bureaus have begun to assess and include teleworking patterns when identifying space requirements.</p> <p>The Department’s owned real property portfolio is comprised of significant mission essential facilities such as laboratories, industrial applications, and other institutional asset types. Thirty-one percent of the owned space portfolio is categorized as office. Commerce has effectively disposed of 1.0M square feet (SF) of underutilized space in the past decade and is on target to reduce its overall owned portfolio by an additional 335K SF with 61 assets in the disposal pipeline.</p> <p>GSA occupancy agreement space has significantly reduced from 8.65M SF in 2021 to 7.46M SF in 2023 reflecting a decline of 13.75% overall and 15.10% in office-specific space. Over 1.06M SF of additional GSA occupancy agreement space (office and warehouse) is targeted for disposal in the next several years, the largest of which is a portion of the U.S. Patent and Trademark Office Alexandria, VA campus at 764K SF.</p>
<p>Department of Defense</p>	<p>The Department of Defense (DoD) real property strategy ensures that its Components consistently execute sound capital planning practices. DoD seeks to optimize its real property portfolio with a focus on meeting operational mission requirements and effectively implementing the National Defense Strategy. DoD’s extensive portfolio of over 667,000 assets requires deliberate and disciplined capital planning that balances</p>

	<p>acquisition of new assets against maintenance of existing assets and managing risk across the real property life cycle – acquisition, management, and disposal. DoD’s capital planning process comprehensively integrates these life cycle phases, assessing resource requirements and prioritizing to best support operational missions.</p> <p>DoD uses master planning guidance in accordance with UFC 2-100-01 to assist asset management. Master planning requires assessment over a five-year period to properly identify capital asset acquisitions that meet mission requirements. It is DoD policy that real property with no foreseeable military use or that is not economically feasible to repair will be disposed of in accordance with applicable law, policies, guidance, and procedure. For instance, DoD periodically identifies unneeded assets and screens them for other uses within and external to DoD pursuant to 41 CFR 102-75. These efforts permit effective management in terms of asset transfer, and they permit disposal determinations that eliminates excess facilities.</p> <p>DoD has made significant strides to strategically eliminate excess facilities from its property portfolio. Military Departments have implemented various initiatives, such as, a “1 to 1” policy that requires disposal quantity equal to new construction, space reduction goals, and lease terminations. These and other efforts cumulatively allow DoD to properly match resources to facilities that meet mission requirements and promote productivity and cost savings.</p> <p>The vast majority of Department facilities are owned and located on military installations. However, Washington Headquarters Services (WHS) manages the GSA Lease portfolio for the Department within the National Capital Region. Within the last 5 years WHS has terminated 561K square feet of leases and returned 275K square feet of space to GSA to be used by other federal tenants. Within the next five years, WHS plans to further reduce the leased space portfolio by 512K square feet occupied under GSA agreements.</p>
<p>Department of Education</p>	<p>The Department of Education (ED) manages the real estate portfolio through the Facilities and Logistics Services Division (FLSD). FLSD plans and manages the real estate portfolio in accordance with ED policy for space management (Departmental Directive ACSD-OFO-041).</p> <p>Principal Offices (PO) within ED request and justify their space needs to FLSD. All space designs will utilize the open plan concept to the maximum extent possible. The intent of the open plan concept is to maximize workspace effectiveness and promote a collaborative, fair, safe, transparent work environment, efficiently utilize space, improve air quality and illumination, maximize the occupants’ exposure to natural light and promote energy savings. The desired maximum utilization rate is</p>

	<p>150 USF per person, as designed and measured for each respective PO in each building. Any exceptions that exceed 150 USF per person must be approved in writing by the Assistant Secretary for the Office of Finance and Operations, or appropriate designee.</p> <p>ED keeps records of the number of individuals with ED issued HSPD-12 badges who enter most ED occupied spaces each day. This information is used by FLSD when validating space requests from POs. This data is also used to determine the population density of ED space which is an input into planning for future space needs including additional space and space reduction opportunities.</p> <p>Space reduction is achieved in collaboration with the U.S. General Services Administration. All space occupied by ED is GSA space that is occupied under an occupancy agreement. In most cases, ED may release space to GSA as excess with a 120-day notice. When managing the cost of space reductions ED prioritizes space reductions that can achieve the greatest net financial savings. Other considerations include the time to achieve the cost savings and whether the space reduction will reduce commercially leased space in favor of government owned space.</p>
<p>Department of Energy</p>	<p>The Department has taken a deliberate approach to evaluate its space needs to maximize the efficient use of space. Each DOE Departmental Element (DE) with real property assets develops projections for real property acquisition, sustainment, and disposition activities using a long-term mission needs planning process (e.g., NNSA Deep Dives, Office of Science lab planning process). All DOE sites must identify the estimated disposition year of real property assets in DOE’s Facilities Information Management System (FIMS) database. Using this information, the Department assesses if any other DE might have a use for the property before declaring it as excess and disposing of it.</p> <p>For example, to maximize the efficient use of space, the Department has increased the density of its government-owned facilities by terminating leases for private office space in the NCR. The Department set expectations for the use of hoteling spaces for employees with flexible schedules to improve efficiency.</p> <p>As part of the evaluation of space needs, the Department has made significant improvements to its Headquarters facilities to accommodate its needs. Some examples include:</p> <ul style="list-style-type: none"> • Evaluated and modified existing footprint to create additional SCIF space to support expanded requirements; • Added a walk-up “Genius Bar” (i.e., technology lab) to resolve Laptop and Device problems; • Repurposed existing office footprint to support new DEs focused on BIL/IRA implementation;

	<ul style="list-style-type: none"> • Modified existing footprint to install multiple Collaboration Centers with conversational seating, device charging, TV feeds, and options for hybrid meetings; and • Fully implemented an online hoteling space and conference room reservation system. <p>In spring 2023, DOE moved out of 193,000 square feet of leased space, an action which will save the Department \$9 million annually. As a result of these actions, the Department has been able to improve its space utilization, save taxpayer dollars, and accommodate the space needs associated with the significant expansion in the Department’s mission. Currently, DOE has approximately three million square feet of buildings it expects to dispose of within the next three years (through 2027). Of those three million square feet, approximately 96,000 square feet are occupancy agreements with GSA.</p>
<p>Department of Health and Human Services</p>	<p>The Department is committed to using our space efficiently and adhering to government-wide policies, including OMB M-20-03, M-21-25, M-22-14, and M-23-15, regarding capital planning and space utilization. The Department has a diverse real property footprint, including office space and space for health care delivery, research and development, and industrial purposes. We also have policies that govern space planning requirements and procedures for making decisions on property planning across our real property footprint. Since 2015, in accordance with OMB M-12-12 Section 3, Reduce the Footprint, HHS has worked to increase the efficient use of our space while reducing its footprint and associated rent and rent-related costs where feasible.</p> <p>The Department’s 21st Century Workplace Space Planning Policy, issued in February 2022, considers the frequency of on-site presence and telework when planning space, and assigns space based on seat counts instead of people counts. The policy assigns a dedicated seat for employees with on-site presence over six days per a two-calendar-week pay period, and assigns a shared seat between two people otherwise, while fully remote employees are excluded from seat counts.</p> <p>Consistent with this policy, the Department is also working on executing projects over the next several fiscal years that will result in reductions in the real estate footprint for the National Capital Region by disposing of and consolidating small and dispersed footprints.</p> <p>The Department develops, maintains, and provides tools and services (e.g., Housing Plan, Space Planning Tool, GSA Workplace Engagements, among others) to internal stakeholders to facilitate footprint analyses, identify underutilized spaces, and capitalize on opportunities to consolidate space. As part of these processes, HHS Divisions must consider expiring leases, employee presence and relocations, occupancy</p>

	<p>rates, space utilization efficiency, and opportunities to optimize footprints based on their respective mission requirements.</p> <p>The Department acquires property through GSA Occupancy Agreements and direct leasing and acquisition/ownership by land-holding Divisions. Most of the space targeted for disposal across all Divisions is GSA-controlled space; land-holding Divisions also prioritize the disposition of GSA space and consolidating it into owned space optimizing its usage.</p>
<p>Department of Homeland Security</p>	<p>The Department acknowledges the necessity to reimagine the workplace, enhance utilization, and ensure capital planning transforms facilities in a way that meets the mission, while reducing sustainment costs.</p> <p>The DHS Secretary has identified facilities and workplace improvements, including reduction to the office footprint, as a strategic Department-wide priority. The DHS Secretary has tasked the DHS Senior Real Property Officer (SRPO) to lead a Department-wide Facilities Transformation initiative.</p> <p>The Department’s organizational structure and real property portfolio is large and complex. The responsibilities of DHS’s SRPO are designated to DHS’s Chief Readiness Support Officer (CRSO). The Office of the Chief Readiness Support Officer (OCRSO) is responsible for providing Departmental strategy, policy, oversight, and coordination of the DHS Components with delegated real property operating authority. There are 12 DHS Components with delegated real property operating authority, all of which have their own SRPO, funding structures, maturities, means, and strategies to deliver their real property programs in line with Departmental policies, which also include the disposition of space.</p> <p>The DHS real property portfolio is spread over 6,000 different locations and consists of more than 55,000 individual property records. It is comprised of more than 100 million square feet of building space, 40,000 structures, and 80,000 acres of land. The portfolio has a variety of mission use types to support the diverse missions of the Department. These include traditional office uses with administrative spaces, but mostly asset predominate uses are mission specific such as port of entry, warehouse, family housing, laboratory, shore facilities, hangers, and many other mission specific uses. Within DHS’s building portfolio, leases through the U.S. General Services Administration (GSA) account for almost half of the Department’s square footage, direct-leased space accounts for about one-tenth of the space, and DHS-owned space accounts for the remaining square footage. Real property is a major cost driver for DHS, at more than \$4 billion per year. Of this amount, the average annual allocated resources for acquisitions or improvements are about \$1 billion, rental payments are \$2 billion, and the remaining fund operations and maintenance activities.</p>

The DHS backlog of repair and recapitalization needs is in excess of \$5 billion and growing annually.

The Department is aggressively pursuing the optimization of its space and the release of underutilized property, while ensuring its mission needs are met. Considerable progress has been made toward the production of mature, actionable, enterprise-level data to support evidence-based policy and resource decision-making. This includes a focus on existing and new data on telework, costs, utilization, and workforce location (e.g., data from IT network access, physical access, and self-reported locations). Recent progress includes the *DHS Workplace Strategy* that OCRSO completed in 2023. This strategy was developed to achieve the strategic objectives outlined by the DHS Secretary and by the DHS Deputy Secretary in the *DHS Future of Work (FoW) Strategic Framework*. Key criteria considered during the facility review and investment prioritization process included space utilization, mission dependence, lease expirations, and potential lifecycle cost avoided. The DHS Workplace Strategy initiative identified DHS-wide policy updates needed to deliver the strategy. As a result, DHS recently updated its DHS Workplace Standard policy which will further increase utilization and efficiencies. The DHS Workplace Strategy identifies lease efficiency and optimization opportunities that exist across the portfolio but are not delivered due to a lack of upfront capital funding. Capital investments through a new transformation fund are needed in order to reduce leasehold costs and co-locate Components while optimizing space utilization and to deliver more sustainable and resilient facility capacity in support of our mission.

Another example of progress is the DHS National Capital Region (NCR) Real Property Strategy. OCRSO focused attention on the largest major market in the country. DHS has the largest federal real estate footprint in the NCR, with a large and complex portfolio. OCRSO performed a real estate portfolio diagnostic to identify all the real property in the NCR to establish a baseline. Working with DHS Components and GSA, the Department established a consolidation plan that improves operational and cultural synergies while reducing the overall footprint and efficiently using the Department's resources, which has resulted in an action plan which will reduce the DHS HQ DMO's administrative workspace footprint by 25 percent by 2027, based on a 2020 baseline. This plan demonstrates how the footprint will be reduced each year through changes in workforce resources and implementation of capital projects that meet the Office of Management and Budget's M-22-14 requirements and Executive Order 14057 environmental metrics targets. The outcome is a DHS Headquarters-approved plan that centralizes leadership in and around the St. Elizabeths Campus providing high-quality and efficiently planned space. Even though the Department has developed an associated NCR Consolidation Plan, the lack of consistent funding in DHS and

	<p>GSA’s appropriations has greatly impacted consolidation projects around the NCR and specifically at St. Elizabeths throughout its development.</p> <p>GSA, in coordination with DHS, controls the disposition strategy and process for buildings and leases under its control. Attached is a list, provided by GSA, of GSA-controlled facilities and land that are currently on the GSA disposal list in which DHS has equities.</p> <p>DHS has leadership commitment, a clear strategy, appropriate policy requirements and is continuing to mature utilization data capabilities to account for telework and provide compliance monitoring. Significant portfolio optimization and mission unification opportunities have been identified, however, access to upfront investment funding is required to deliver the transformation. A return on investment cannot be achieved unless the upfront investment is made. This includes investment funding for both DHS and GSA.</p>
<p>Department of Housing and Urban Development</p>	<p>We lease all of our facilities from the General Services Administration. Over the last few years, we have worked closely with them to aggressively consolidate space across our portfolio through a combination of relocations and in-place space consolidations. Between fiscal years (FY) 2012 and 2023, we reduced our footprint by 699,863 square feet. In FY 2024, we are projected to reduce space by an additional 15,527 square-feet.</p> <p>Our Capital Planning process includes an annual review of all 70 headquarters and field operating sites. Staffing, attendance, space utilization rate, work schedules, rental costs, design, construction and furnishing and early lease termination costs are assessed during the review to better inform our project short and long-term strategic planning. We’re working closely with GSA to move our offices from private leased space into government owned space. We are also working closely with GSA as we review our headquarters facilities and develop a new Program of Requirements (POR). Our intent is to consolidate all four headquarters satellite offices into the Weaver Building.</p> <p>Our FY 2025-FY2029 Capital Plan focuses on optimizing our space utilization while promoting a healthy working environment, enhancing sustainability, and being good stewards of taxpayer dollars. We anticipate up to a 60 percent reduction in our footprint by 2038. The plan includes Field Office reductions as well as collapsing four Washington D.C. satellite offices into the Weaver Building. The reductions will achieve a more efficient utilization rate and reduce real estate spending, allowing us to redeploy funds to other higher impact needs.</p>

<p>Department of Justice</p>	<p>The Department of Justice (DOJ) owns or leases approximately 124 million square feet (SF) of real estate: 57% owned, 1% direct leased, 42% GSA Occupancy Agreement (GSA OA). The portfolio is comprised of a diverse and highly specialized inventory of assets. Over half the Department’s portfolio consists of Bureau of Prisons (BOP) correctional facilities. Approximately 34 percent consists of law enforcement facilities, which house operational and special use spaces, such as vaults, laboratories, evidence processing areas, training campuses, and intelligence centers. Approximately 52 million SF of the DOJ inventory is within GSA owned or leased space, of which about 35 million SF is categorized as “office.”</p> <p>The Department’s distributed organizational structure dictates the way its real property management activities are organized and carried out; relying on its components with policy leadership, direction and oversight provided by JMD. The broad nature of DOJ’s mission requires assets to be strategically located and operationally ready. Each DOJ component engages in the capital planning process to ensure that its real property inventory is appropriate to its unique mission needs and operations, with particular focus on promoting space efficiency. Assets are evaluated on the ability to efficiently house personnel and operational requirements without excess. The Department requires space and facility efficiency across components by setting an overarching utilization rate (UR) maximum for office space of 100 square feet (SF) per person for law enforcement bureaus and 130 SF per person for other components. Additionally, the Department promotes opportunities for integrated/flexible workspace strategies (e.g., teleworking, hoteling, and shared support spaces). Collocation and sharing of assets are encouraged where appropriate (e.g., training and firearms facilities).</p> <p>For GSA-leased facilities, real property planning processes are typically triggered by approaching lease expiration dates, whereas for owned assets components perform continuous building evaluations and assess new mission requirements to identify needs. Three recent GSA-leased prospectus-level projects in the National Capital Region (NCR) managed by JMD were awarded that reduced the Department’s square footage by approximately 385,000 usable square feet (USF) which will result in an annual rent savings of approximately \$25 million. Additionally, over the past five years, the Federal Bureau of Investigation (FBI) has consolidated ten leases in the NCR, totaling approximately 502,000 SF and \$23.6 million in annual rent savings. The Office of Justice Programs (OJP) is reducing their footprint by approximately 90,000 SF in their NCR prospectus-level consolidation (GSA OA) this year. The pending prospectus for the Department’s 2 Constitution Square (2CON) facility, which houses JMD offices in the NCR, will result in further footprint reduction of 386,000 USF (GSA OA).</p>
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	<p>Currently the Department does not have any owned space targeted for disposal. The Department has the following planned GSA-leased office spaces disposals without succeeding space to replace them in these locations: ATF 10,000 SF in Columbia, SC; FBI 91,000 SF in Kansas City, MO. The United States Trustee Program (USTP) plans to dispose of 190,000 SF of GSA-leased office space over FY 2024 and 2025 in multiple locations across the country.</p>
<p>Department of Labor</p>	<p>DOL submits an annual Real Property Capital Plan to the Office of Management and Budget and Federal Real Property Council which outlines DOL’s approach to real property portfolio planning. This includes identifying underutilized office space for consolidation and disposal. DOL uses an evidence-based approach to the strategic management of our owned and leased assets in accordance with the governing guidance. Over the course of the past year, DOL leadership at the National and Regional levels has been working to identify, prioritize and execute projects aimed at reducing our reliance on leased property in favor of federally owned property. DOL partners with GSA to use Portfolio Consolidation Funds to minimize the upfront costs of space projects; prioritize federal space to reduce moving costs; and provide accurate project cost estimates to support agency budget forecasts. Also important to this initiative is DOL’s FY 2025 proposal for a modernized space project funding model. This new model will provide the flexibility needed for multiagency space consolidation and reliable, multiyear funding to initiate and maintain cost-effective office space project progress from planning and design to agency occupancy.</p>
<p>Department of State</p>	<p>The Department of State developed the Enterprise Location Framework (ELF) to respond to emerging workforce demands and federal mandates to improve domestic space utilization, densification, and the reduction of the agency’s domestic footprint. Even though the Department of State’s building utilization rates are higher compared to other federal agencies (2023 GAO report, <i>Federal Real Property: Agencies Need New Benchmarks to Measure and Shed Underutilized Space</i> (GAO-24-107006), the agency continues to employ strategies to optimize its space use in the domestic footprint. Notably, under the ELF, the Department plans to capitalize on three commercial lease expirations in Washington, D.C. and Northern Virginia and will densify staff from these locations into leased or federally owned facilities that are already within the Department’s domestic portfolio. Returning these three expensive, expiring leased locations will bring the Department an annual financial cost avoidance of \$10.8 million and shrink the domestic portfolio by 771,566 rentable square feet. The locations the Department plans to return are all commercial, leased properties; none are under the full custody and control of the government.</p>

	<p>In 2023, the Department updated its space allocation standards to better utilize agency space in a flexible and hybrid environment and to further shrink the overall domestic footprint. The revised standards aim to reduce square footage per person as well as per workstation while increasing mobility and flexibility, leveraging multi-use space and space for collaboration and community, and driving adoption of unassigned, reservable seating to take advantage of workstations that are available due to use of leave, travel, training, or other reasons.</p>												
<p>Department of the Interior</p>	<p>For more than a decade, the Department has partnered with the General Services Administration (GSA) to maximize the efficient use of Department-owned, commercially leased, and GSA-provided space. The Department is also taking proactive steps to modernize space requirements as the agency considers Office of Management and Budget policy and guidance. In November of 2022, the Department developed an Enterprise Space Strategy (ESS) and, in partnership with GSA, chartered multiple implementation teams at high-priority locations that are tasked with multiple objectives, including identifying space reduction targets in administrative facilities.</p> <p>The priority locations referenced represent areas with concentrations of administrative functions for multiple bureaus/offices at commercially leased or GSA-Provided office space, such as headquarters or regional/state locations. For each location, the ESS is evaluating opportunities and establishing space reduction targets that align with the bureau mission requirements, workforce management decisions, and broader departmental space management policy. In addition to the focus on priority locations above, DOI requires bureaus to annually revisit overall Reduce the Footprint (RtF) targets, and to reflect these new reduction targets in Five-Year Space Management Plans.</p> <p>Unlike many other Federal agencies, DOI owns most of its real property portfolio of buildings and infrastructure. Many of DOI’s facilities are mixed use and operational in nature and directly support the delivery DOI’s diverse and public facing missions. The teams are focused on consolidating administrative (office) facilities which are primarily provided by GSA or commercial leases. Approximately 65% of DOI’s administrative space fall in these categories. A summary of the Department’s space reduction targets for FY 2024-28 is provided below.</p> <table border="1" data-bbox="467 1619 1414 1843"> <thead> <tr> <th></th> <th>FY 2024</th> <th>FY 2025</th> <th>FY 2026</th> <th>FY 2027</th> <th>FY 2028</th> </tr> </thead> <tbody> <tr> <td>Office Targets (majority is Leased or GSA-Provided) (Net SF Reduction)</td> <td>247,000</td> <td>130,000</td> <td>14,500</td> <td>80,000</td> <td>11,000</td> </tr> </tbody> </table>		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Office Targets (majority is Leased or GSA-Provided) (Net SF Reduction)	247,000	130,000	14,500	80,000	11,000
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<p>Department of the Treasury</p>	<p>It is the policy of the Department of the Treasury that real property holdings under Treasury control are fully utilized and put to optimum use. Systematic thorough reviews of real property holdings are conducted at least annually to categorize and identify property, which is not needed, is underutilized, or is not being put to its optimal use. Real property identified as not needed is reported and released in accordance with the policies established by the Office of Management and Budget (OMB), the General Services Administration (GSA), and Department of the Treasury regulations.</p> <p>The Department has established the Treasury Operations Executive Council (TOEC) which is chaired by the Department’s Senior Real Property Officer (SRPO) and supported by senior level staff subject matter experts from each bureau. The TOEC provides general guidance for efficient space utilization, needs assessments, forecasting and portfolio management and works across organizational lines to increase portfolio efficiency. The TOEC focus areas include review of design standards, best practices, coordination of portfolio changes, evaluating workforce changes and collocation opportunities.</p> <p>Real property needs are evaluated and documented using a Program of Requirements (POR). The POR combines customer preferences such as work patterns, quality levels, with mission requirements such as staff numbers, flexibility and expandability, adjacencies, special equipment, and systems. Treasury has department-wide workspace standards to assist with developing PORs and establishing a more efficient use of real property assets while also providing a work environment that promotes a productive atmosphere for Treasury employees to successfully fulfill their work missions. The workspace standards are a broad policy outlining guidelines consistent with overall Treasury real property objectives while permitting bureaus within Treasury to develop and implement more detailed space applications that best meet their unique needs. The workspace standards establish guidance for office workspace design processes to optimize efficient and effective space utilization without detriment to business functionality. This process considers shared workstations that ensure the optimum amount of dedicated and assigned employee workstations, effective collaborative workspace, telework, and optimizing space utilization. The standards also provide guidance for space allocations, workspace sharing ratios, and support for changing work patterns.</p> <p>Treasury has targeted expiring space assignments in metropolitan areas with multiple posts of duty sites for opportunities to pursue consolidation opportunities where it makes business and financial sense. Treasury’s strategy has utilized space data such as square feet per person, telework participation, hotel workstation seating capacity, and the percentage of</p>
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	<p>workstations utilized to identify potential reduction projects, consistent with business operations requirements. Financial analysis is recommended for any expiring lease action when contemplating a replacement, or succeeding lease. A Return on Investment (ROI) assessment is recommended to assist in evaluating different housing and project scenarios from a cost/savings perspective. If the ROI payback period for costs required to reduce space is less than the proposed new lease term, it is recommended that a space reduction project should be proposed for funding consideration coincident with the expiring space requirement.</p> <p>The ideal state for Treasury real estate portfolio is under review as we continue to evaluate new work patterns and practices in the post-pandemic environment. Treasury currently occupies 31.5M square feet (sf), of that 5.7M sf is Treasury-controlled and 25.8M sf is GSA-controlled space. The Department’s Treasury-controlled inventory is fully utilized, and there are currently no planned disposals or space reductions for any Treasury-controlled facilities. Treasury is projecting by the end of FY2027 to relinquish over 800,000 rentable square feet of office space from our GSA-controlled inventory to optimally right size the portfolio consistent with the Department’s mission and essential program needs.</p>
<p>Department of Transportation</p>	<p>The U.S. Department of Transportation (DOT) is the federal government’s principal agency for protecting and the development of national transportation policies and programs, that will deliver the world’s leading transportation system, serving the American people and economy through safe, efficient, sustainable, and equitable movement of people and goods. To support the mission of DOT and the lives of all Americans, the department employs a workforce of over 55,000 staff across the Office of Secretary of Transportation (OST), Office of the Inspector General (OIG), and the nine (9) Operating Administrations (OAs) (Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), Federal Motor Carrier Safety Administration (FMCSA), Federal Railroad Administration (FRA), Federal Transit Administration (FTA), Great Lakes St. Lawrence Seaway Development Corporation (GLS), Maritime Administration (MARAD), National Highway Traffic Safety Administration (NHTSA), Pipeline and Hazardous Materials Safety Administration (PHMSA)). DOT’s real property portfolio consists of different types of real property types (e.g. Land, Building, Structure) and use (office, warehouse, communication systems, navigation/traffic aids, laboratories, etc...). DOT’s staff is predominantly housed in office space throughout the U.S. but is concentrated in the National Capital Region (NCR) in GSA owned buildings. DOT is currently in the middle of a space utilization study for the DOT Coleman-Mineta Headquarters Buildings that will be completed in FY24. Based on its results, the department will pursue strategic consolidations of other DOT occupied leases in the NCR in the coming year. This consolidation effort will need</p>

to be implemented over multiple fiscal years as GSA is able to terminate supporting leases for space that DOT occupies in the NCR.

The space study being conducted at the DOT Coleman-Mineta headquarters buildings will incorporate the department's improved office space policy. DOT along with other federal agencies have recognized that ongoing operations and mission support can be performed through a hybrid work environment. Effective April 2024, the department updated its office space design policy for the first time in nearly a decade. The updated space policy calls for a reduction of approximately 21% of usable square feet (USF) per person compared to the previous policy and eliminates the traditional practice of dedicated assigned space for employees who report to the office. The updated space policy will allow DOT the opportunity to further reduce its footprint and significantly reduce rent and rent related costs, as it incorporates modern changes to the workplace. The updated office space design policy will be applicable to domestic office space for DOT HQ buildings, regional, and satellite offices, with a goal to achieve a reduced utilization rate and occupy space in an efficient manner. DOT also utilizes current management tools to support property portfolio planning and identifying underutilized office space. The tools used at the Operating Administration (OA) Level and Department level include: (1) DOT Strategic Plan; (2) OA master plans; (3) Real Property Inventory System (FRAMES); (4) OA Annual Utilization Review; (5) Building Space Utilization Report (BSUR); (6) DOT Five-Year Timelines of Real Property Assets; (7) DOT Real Property Capital Plan; (8) DOT annual budget and performance guidance.

DOT incorporates the updated space policy and portfolio management tools to evaluate properties that can be disposed and/or consolidated on an annual basis. The department was recently involved in a property disposal exchange with GSA and the Massachusetts Institute of Technology (MIT). This exchange transaction was property held in the control and custody of DOT and resulted in the design and construction of a new facility and a ~\$200M cash equalization payment to the US Treasury. The new facility is now under the control and custody of GSA as other federal agencies occupy space at the new DOT Volpe facility. Alongside with identifying property disposal actions, DOT explores lease and space consolidations. DOT is currently supporting GSA for a prospectus action (PMO-03-KC24), which will allow for a lease extension. This lease extension will allow adequate time for DOT to relocate to another leased location procured by DOT through 49 U.S.C. §106. The lease procured by DOT will result in ~44% reduction in space and a reduction to the usable square feet/person by ~37%. DOT anticipates relocating to the new location upon substantial completion, which is expected by Q1-FY2025.

	<p>In May 2024, Congress passed and the President signed into law a new five-year reauthorization of the Federal Aviation Administration (H.R. 3935). Section 222 of the “Securing Growth and Robust Leadership in American Aviation Act” directs the Secretary to conduct an inventory and review of DOT’s domestic office footprint and provide a report to Congress that proposes opportunities to optimize it by identifying available, unused, or underutilized space. This review of our domestic office footprint will analyze all office space for all operating administrations nationwide, except for the FAA’s operational facilities. As part of this study, DOT will look for ways to optimize our office footprint, including consolidating offices within a reasonable distance and collocating regional or field offices of Operating Administrations. Among other factors, the study will consider current lease arrangements for offices, space adequacy related to the Architectural Barriers and Americans with Disability Acts, and current and projected employee headcount.</p> <p>The department explores these types of opportunities for space reduction on an annual basis utilizing the above referenced office space policy and management tools for property portfolio planning. DOT’s portfolio has seen a reduction in office and warehouse space. Consistent with MPM (Management Procedures Memorandum) 2015-01, DOT has decreased its overall footprint by 11% when compared to the RTF (Reduce the Footprint) baseline.</p>
<p>Department of Veterans Affairs</p>	<p>The Department of Veterans Affairs (VA) has a robust real planning process.</p> <p>For the headquarters locations in National Capital Region (NCR), VA space optimization strategies have reduced office space by 16% (~270,000 sf) from 2020 to 2022, which resulted in annual cost savings of \$15 million. There are currently seven VACO headquarters locations totaling 1.4 million square feet under GSA Occupancy Agreements. VA is updating strategies and requirements for office space requirements in the NCR to include OMB guidance and VA policies on office presence.</p> <p>Similar space review efforts are taking place nationally, although clinical space still requires a physical presence and in some cases is growing to meet the demands of Veterans. Disposal opportunities are identified at the local level and can be disposed of as contract vehicles allow. Generally VA relies on GSA for office space, and therefore a vast majority of disposals are GSA occupancy agreements.</p>
<p>Environmental Protection Agency</p>	<p>EPA conducts a rigorous master planning process across all EPA-owned facilities to assess real property funding requirements and solicits all National Programs and Regional Offices regularly to determine their facility priorities on a five-year basis. Space consolidation and reduction</p>

	<p>is an agency priority and all real property assets are regularly assessed for utilization and capacity. EPA laboratories are evaluated through a master planning process that occurs approximately every five years. Office spaces are continuously assessed for excess space and for opportunities to release underutilized space. The agency’s uniform office space guidelines, which applied to all new and renovated office space, reflect new technologies and aim to reduce space.</p> <p>EPA has developed a space needs analysis to meet the requirements of the Office of Management and Budget’s memorandum M-22-14 and M-21-25 in cooperation with the agency’s Chief Human Capital Officer, Senior Real Property Officer, Chief Information Officer, Chief Financial Officer, and EPA Senior Leadership. EPA’s large scale office portfolio includes its Agency headquarters buildings in Washington, DC and the ten regional offices, totaling 3,182,598 usable square feet, with approximately \$180 million in annual lease costs (FY 2025 GSA Base Rent Estimates). EPA proposes to release approximately 20 percent of these leased spaces over the FY 2025-2029 timeline if appropriation levels allow the agency to fund the necessary renovations and relocations.</p> <p>Over the last 10-15 years, EPA has prudently sought opportunities to release or consolidate office space at the end of an occupancy agreement at either GSA-leased or GSA-owned space. For example, in FY 2021, EPA successfully released the 264,935 square foot Potomac Yards facility in Alexandria, VA, resulting in avoidance of over \$12 million in annual lease costs.</p>
<p>General Services Administration</p>	<p>The U.S. General Services Administration’s (GSA) unique role as both a provider and consumer of real estate services and solutions has helped guide the transformation of its workplaces over the last decade, and will continue to do so moving forward.</p> <p>GSA’s real estate services cover the full range of activities involved in managing a portfolio of approximately 8,400 owned or leased facilities. As champions and innovators of federal work experiences and environments, we are passionate about ensuring our federal colleagues have facilities that allow them to deliver mission critical services to the American people. In FY23, GSA rolled out a Portfolio Optimization Strategy which involves:</p> <ul style="list-style-type: none"> • Reducing leased real estate costs • Developing work environments to meet today’s workplace requirements • Divesting of underperforming assets no longer meeting today’s workplace requirements • Reallocating resources to assets that generate higher returns for customers

	<p>As a consumer of GSA owned and leased space, GSA has reduced its footprint by more than 2 million square feet over the past 10 years, avoiding more than \$300 million in costs to taxpayers—an achievement that would not have been possible without leveraging workplace flexibility. Within the Washington, DC area specifically, GSA has consolidated all of the agency’s operations into its headquarters building, which has yielded significant operational benefits to the agency—including reducing energy consumption by 50 percent and saving \$24 million in rent payments annually.</p> <p>In 2024 and in future years, GSA’s internal real estate portfolio will focus on right-sizing its workplaces. This year the agency plans to vacate leased space, transform, restack, and/or backfill owned space in at least six regional office buildings and its Washington, DC Headquarters. GSA will continue to focus on reinvesting rent savings into improvements to modernize its office space throughout the country.</p>
<p>National Aeronautics and Space Administration</p>	<p>NASA continues to evaluate our Federal footprint as part of our Agency Master Plan efforts. NASA’s footprint encompasses 20 centers and facilities across the country. While NASA has not closed any Government-owned facilities as a direct result of telework, some Centers are exploring ways to better utilize their buildings or to capture utility savings when fewer personnel are on-site.</p> <p>NASA’s real property capital planning approach starts with strategic-level planning and guidance. The most recent NASA Strategic Plan and the Agency Mission Planning Manifest (AMPM), combined with guidance provided via Agency initiatives and other Federal agencies (e.g., the Department of Energy’s guidance on Federal energy requirements and OMB’s Reduce the Footprint program) were key in the development of NASA’s Agency Master Plan (AMP) for real property facilities and physical infrastructure. Through the AMP each real property asset’s mission and condition data is assessed to identify an appropriate future state (sustain, invest, divest (disposal), or outgrant/repurpose). Underutilized low-mission assets are identified for disposal, consolidation, repurposing, or outgranting. The Agency is currently assessing administrative and storage spaces at each center to identify additional consolidation opportunities. The effort aims to optimize administrative space agency-wide to provide the best work environment possible for employees while meeting the Agency’s rightsizing goals and evolving mission needs.</p> <p>Unlike most Federal agencies, NASA owns most of its real property facilities and infrastructure as they are integral to the NASA mission. Currently, all assets that have been identified for divestment/disposal are</p>

	<p>NASA-owned. NASA will continue to interface with GSA as appropriate given the ownership of various facilities; for example, it will coordinate with GSA regarding the future of the NASA Headquarters building in Washington DC, which is GSA-managed. The NASA Headquarters lease expires in August 2028, and the Agency is evaluating the options for its next headquarters building, including leasing, purchasing, and building.</p> <p>Additionally, NASA also is analyzing ways to capture cost savings associated with telework such as decreased utility costs, reduced transit/commuting payments to employees and less travel due to the increase of virtual opportunities for conferences and training. These cost savings, however, have not been fully quantified. One challenge will be developing metrics that can be captured by all agencies in a standardized manner while also recognizing each agency’s unique missions and workforces.</p>
<p>National Science Foundation</p>	<p>NSF’s HQ building in Alexandria, VA accommodates the agency's employees and contractor staff as well as visitors requiring access to the HQ facility. NSF also maintains a small shipping and receiving warehouse in Springfield, VA. Both spaces are under Occupancy Agreements with the General Services Administration.</p> <p>In September of 2023, NSF implemented a new Workspace Management Policy that requires individuals to be on-site at NSF headquarters in Alexandria 5 days per pay period to maintain a permanent assigned workspace. Individuals not assigned a permanent workspace will utilize hoteling or workspace share. In addition, NSF initiated a comprehensive plan to Reimagine the Future of Space. Phase 1 of this process consists of gathering space requirements based on current and projected staffing and realigning space for each directorate and office. This phase will ensure that NSF is utilizing existing space as efficiently as possible while working in a hybrid environment. Phase 2, which begins immediately after a directorate or office has completed Phase 1, consists of working with space specialists and other federal agencies to benchmark and gather data, understand work needs, study staff work habits, validate current-state space use, and discuss future space concepts. Phase 3 of this process will mature from space concepts and data gathering to practical workspace solutions which meet the needs of the mission and the workforce. During Phase 3, NSF will evaluate potential footprint changes based on future requirements.</p>
<p>Nuclear Regulatory Commission</p>	<p>The NRC continually evaluates its real property portfolio for opportunities to improve space utilization and reduce its real property footprint. The agency is actively reducing the gap between the existing number of workstations in comparison to our housing requirements to optimize the utilization of space. As the nature of the workplace changes</p>

	<p>(e.g., increased telework, new technologies, etc.), the agency is reassessing workspace design and workplace strategy while considering mission requirements, actual occupancy, and the correlating utilization rates. Space reductions are being achieved by consolidating in place, releasing marketable blocks of space, changing, and reducing the design of our workstations, and the implementation of hoteling. Examples of this are recent leases through GSA resulting in the significant reduction of the sizes of 3 of the 4 regional locations by approximately half their current or previous sizes by FY 2025, in addition to the release of 4 floors of the Two White Flint North building at NRC’s headquarters from FY 2021 through FY 2025.</p> <p>NRC’s current real property management objective is to reduce the size of the agency’s portfolio by over 30 percent by the end of FY 2025, as compared to the beginning of FY 2020. This reduction equates to over 350,000 useable square feet (USF). By the end of FY 2024, the NRC will have released over 245,000 USF as compared to FY 2020, with plans to release an additional 105,000 USF in FY 2025. As the agency adapts to the hoteling process over the next year, staff will analyze the participation, successes, and challenges before recommending additional space releases in FY 2026 or beyond.</p>
<p>Office of Personnel Management</p>	<p>To implement the President’s Management Agenda (PMA) and recent OMB directives, OPM is reimagining our workplace approach, informed by lessons learned post-pandemic and nationwide workforce and workplace trends (e.g., hybrid work inclusive of onsite work, telework, alternative work schedules, online collaboration, and remote work policies and practices), and integrating these considerations into the next iteration of our capital plan.</p> <p>OPM exercises capital planning that supports mission requirements and the future of work needs. OPM maintains its headquarters in the Theodore Roosevelt Federal Office Building (TRFB) and 17 field offices in locations across the United States, including a cluster of facilities in northwestern Pennsylvania that manage a significant portion of our retirement services workload. One of the field locations is the Federal Executive Institute, a residential training facility providing lodging, meals, and fully equipped on-site classrooms in a campus-like setting that operates 24/7, 340 days a year in Charlottesville, Virginia. OPM does not own any real property or engage in direct leasing; all of OPM’s leasing requirements, which include a blend of Federally- and commercially-owned spaces, are coordinated through the U.S. General Services Administration (GSA).</p> <p>OPM continually evaluates space utilization to maximize efficiencies to support the OPM mission, workforce and, where appropriate, reduce the real estate footprint and associated expense. OPM works closely with</p>

	<p>GSA to assess these considerations. For example, from 2020-2024, OPM reduced nearly 69,000+ sq/ft of field office space within multiple organizations with a cost savings of nearly \$1M annually. OPM continues to assist organizations in evaluating their program requirements for space utilization efficiencies. OPM is also currently assisting the Federal Executive Boards in evaluating program requirements for space utilization at all locations to make space decisions.</p>
<p>Small Business Administration</p>	<p>The U.S. Small Business Administration (SBA) manages 141 office leases, representing 1.39 million square feet of leased space, and pays approximately \$45 million in rent annually for this space. The SBA does not own any real property; all Agency-used space is obtained via occupancy agreements through the General Services Administration and managed by Office of Executive Management, Installation and Support Services. The SBA maintains a significant amount of “surge space” for its disaster response function and provides office space for Service Corps of Retired Executives (SCORE) volunteers.</p> <p>The SBA is currently addressing identified gaps with facility conditions and space utilization to meet mission requirements post-COVID. SBA prioritizes projects that align with the Agency's first strategic goal of ensuring equitable and customer-centric design and delivery of programs to support small businesses. In FY23, the SBA decreased its real estate footprint by 4.6% which exceeded the target of 1%. For FY24, several offices have been identified for potential space reduction and SBA is on target to be able to meet the FY24 reduction target of 3%.</p> <p>The Agency completed its review of the lease portfolio and identified potential offices and locations that are eligible for space reduction or elimination. As leases expire for various field offices, the SBA will evaluate underutilized space to reduce its real estate footprint to meet cost and space reduction objectives. SBA looks at many different factors in prioritizing projects, including, but not limited to, agency priorities, future of work considerations, asset age, effect on agency operations, funding availability, and project readiness, and uses those factors to assign internal rankings of low, medium, and high priority.</p>
<p>Social Security Administration</p>	<p>Our real property portfolio planning, as well as our capital planning process, involves both a top-down and bottom-up approach. The agency’s Senior Real Property Officer, the Office of Facilities and Logistics Management (OFLM), which is organizationally aligned in the Chief Financial Officer’s (CFO) office, administers our national real property program. OFLM develops, manages, and implements our Real Property Capital Plan. OFLM’s placement within the agency’s CFO organization ensures our capital planning process and portfolio requirements are integrated within the agency’s budget process.</p>

	<p>While the capital planning process is centrally developed and managed, our needs assessments that inform our planning begin at the local level. We periodically evaluate our field offices to ensure that their size and location align with workloads. We consider many factors – growing workloads, changing staff levels, changing technology and customer preferences, and shifting demographics and population. These reviews help us identify gaps and options to resolve them. We have memorialized the decision-making processes for regional public facing facilities within the Service Area Review and more recently finalized a documented prioritization process for the agency’s delegated facilities.</p> <p>In addition to our regular space review process, we assess our larger, non-public-facing sites for opportunities to make more efficient use of our space. We look at factors such as lease rates, expiration dates, and utilization rates, both at the non-public facing site and at nearby offices that may be consolidated into the larger, non-public site. These factors represent potential gaps in our utilization of our real property portfolio. Depending on the complexity of the non-public-facing site and potential options, we may also conduct feasibility studies. These studies determine if we can reduce our footprint either by eliminating a lease and consolidating nearby offices into the large, non-public-facing site or making more efficient use of space within the non-public-facing site by consolidating space within the facility and returning the unneeded space to the General Services Administration (GSA). While we are responsible for the operations and maintenance of 17 non-public-facing facilities for which GSA has delegated to us the authority to directly manage, we do not own or have delegated leasing authority for these facilities.</p> <p>In conjunction with evaluating our long-term space needs, we have identified several opportunities over the next several years to reduce space at some of our non-public facing locations. These opportunities correspond to upcoming lease actions or support General Services Administration (GSA) priorities.</p>
<p>U.S. Agency for International Development</p>	<p>As part of USAID’s Washington Real Estate Strategy (WRES) and in response to OMB’s Reduce The Footprint directive (Memorandum M-12-12, Nov. 25, 2016), USAID has consolidated from eight occupied federal buildings to four, with two main headquarters buildings in Washington, DC. In 2015, the General Services Administration (GSA) reported that USAID’s baseline usable square feet (USF) was 909,001. Under the WRES, the Agency began the process of terminating five occupancy agreements in 2020 for the following properties:</p> <ul style="list-style-type: none"> • 1717 Pennsylvania Avenue, NW, Washington, DC - 26,832 USF • Crystal Park 3, 2231 Crystal Drive, Arlington, Virginia - 42,306 USF

	<ul style="list-style-type: none">• 2 Potomac Yard, 2733 Crystal Drive, Arlington, VA - 70,628 USF• CP3 (Global Health), 2100 Crystal Drive, Arlington, VA - 74,584 USF• Federal Center Plaza II (Original SA-44), 400 C, SW, - - 171,092 USF <p>This reduction totaled 385,442 USF. In December 2025, USAID will terminate its occupancy agreement for its remaining swing space located at 400 C Street, Washington, DC, further reducing the Agency’s footprint by 42,773 USF.</p> <p>USAID will update its Washington Real Property Acquisition and Management policy guidance (Automated Directive System 517) later this year to account for reduced space allocation standards and better utilize space in a hybrid work environment. It will also pilot the use of a corporate space reservation system to manage more effective use of unassigned, reservable seating to take advantage of workstations that are available with those who may be working off-site, on travel, training, or leave.</p>
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Appendix 2 - Agency Telework Policies & Documents

August 2024

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**Department of Agriculture
Supplemental Documents**

Department of Agriculture
January 2024 Submission

USDA WORK ENVIRONMENT IMPLEMENTATION DATA CALL January 26, 2024

Current State

In aggregate, telework eligible employees based in our headquarters buildings are spending 65% of their time in person. We track this through a combination of badge swipe data and WebTA entries by employees. To make the WebTA as reliable as possible, we have issued several reminders and new trainings regarding how to enter time and the importance of accounting for all time accurately.

Milestones to Date

As previously reported, on September 10th, 2023, we implemented a new policy for the National Capital Region (NCR). This policy requires that managers and supervisors spend at least 50% of their on-duty time in an office. It also requires that those leaders put in place and observe two core “in-person-collaboration” days per pay period, and that non managers and supervisors observe at least one of those core days. To ensure compliance, the Department’s Labor Relations Officers (LROs) pushed out a formal communication with Mission Areas to make it clear that the expectation is that these core days are officially codified inside of labor agreements to the extent possible. On a national level, we also implemented a policy on August 25, 2023, disallowing any member of the Senior Executive Service (SES) from working remotely.

Facilities

There are many steps we have taken already and will continue to grow to make the day-to-day experience of being in our buildings in the NCR both convenient and pleasant. For one, we expanded our options for onsite dining. We completely revamped our cafeteria to include many international cuisine options as well as a robust salad bar, lunch buffet, smoothie station, and Starbucks coffee. We also expanded hours. The cafeteria is now open from 7:00 am to 3:00 pm daily. To boost business to the cafeteria so that it is a tenable operation, we have opened it up to the public and have seen increased traffic from students and tourists who are visiting the National Mall. The cafeteria is in addition to Dunkin Donuts and two other take-out restaurants in our sub-basement which are also open every day from 7:00 am to 2:00 pm.

The Dr. Gregory L. Parham Medical Unit, located in the South Building, first floor, is a state-of-the-art medical facility with fully functional doctors and nurses. Employees can visit the medical unit to treat minor injuries, receive chronic disease management, refill prescriptions, and get vaccinations and physicals. The Medical unit also offers employees and contractors in the NCR the newest COVID-19 vaccine.

To further support our goal to make in-person work more appealing, we continued and re-marketed our parking policy from the pandemic which permits all employees to park in assigned parking spaces after 9:00 am. This not only encourages parking pass holders to report to the office by 9:00 am, but it also allows employees without parking passes the

opportunity to drive to work. After 9:00 am, unused parking spaces become available to non-parking pass holders. At the same time, as budget allows, we are working through some renovations in the Whitten Building to modernize it. Currently, the focus is on our Wing 7 as well as some critical plumbing infrastructure.

“Magnet” Events

As planned, we held several in person events in the NCR in 2023 with great success and have more planned for 2024. In 2023, some of our most popular events had hundreds of in person attendees including: our Christmas Tree lighting ceremony hosted by the Forest Service and the breast cancer walk and Health and Wellness Fair both hosted by our employee led Employee Health and Wellness Council. Some examples of in person events we have coming up in 2024 for which we expect a large in person presence include: the Federal Interagency Military Spouse career fair, the Secretary’s Honor Awards event in our Jefferson Auditorium, and a reprise of our Employee Appreciation Month in May.

Measurement

USDA is building an organizational health dashboard that elevates data and measures related to programmatic key performance indicators and mission support indicators, including retirement rates, hiring separations, Federal viewpoint survey data, and IT Helpdesk response rates. USDA will explore additional variables for future dashboard versions including transit benefit costs, telework agreements, grant/loan processing times, leased and owned space, space utilization rates, and financial metrics such as lapsed funds and unliquidated obligations. The goal of the dashboard is to provide an accessible platform and quick snapshots of organizational health for executive decision-making and policy-making.

**Department of Agriculture
Telework Policy(s)**

U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C. 20250

DEPARTMENTAL REGULATION	NUMBER: DR 4080-811-002
SUBJECT: Telework and Remote Work Programs	DATE: November 22, 2021
OPI: Office of Human Resource Management	EXPIRATION DATE: November 22, 2026

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1. PURPOSE

- a. This Departmental Regulation (DR) sets forth the authority, policy, and responsibilities for managing the Telework and Remote Work Programs within the United States Department of Agriculture (USDA).
- b. Effective use of telework and remote work enables USDA to recruit and retain a diverse workforce. Telework and remote work also may result in tangible savings in terms of reduced real estate and physical space demands, utilities, and transit subsidy costs.

2. SPECIAL INSTRUCTIONS/CANCELLATIONS

- a. This DR supersedes the Step 1 interim telework guidance provided in Secretary Vilsack's memorandum, *Building a Model Workplace with Expanded Telework and Work Flexibilities – Our First Steps*, dated March 11, 2021, which repealed DR 4080-811-002, *USDA Telework Program*, dated January 4, 2018.
- b. All USDA organizations must ensure compliance with the provisions of this regulation and applicable labor relations obligations.
- c. Supplemental Guidance. To the extent the implementation of this directive may affect bargaining unit employees' conditions of employment, management must fulfill its statutory labor relations obligations prior to the directive being implemented. Consequently, Mission Areas, agencies, and staff offices may supplement this directive through the collective bargaining process, with the sole exception of an agency demonstrating a compelling need under the Federal Labor Relation Authority's regulation set forth in [5 Code of Federal Regulations \(CFR\) § 2424.50](#), *Illustrative Criteria*.

3. SCOPE

- a. This DR applies to all USDA Mission Areas, agencies, staff offices, organizations, and employees.
- b. This DR requires close collaboration from Departmental, Mission Area, agency, and staff office leadership and across all support functions.

4. TELEWORK POLICY

- a. USDA fully supports and promotes the use of telework for and by eligible employees. The USDA Telework Program is designed to fully implement the [Telework Enhancement Act of 2010](#) and enhance work-life balance for employees.
- b. USDA permits telework up to 8 days per biweekly pay period based on the duties of the position.
- c. A teleworker's official duty station will remain unchanged if they report physically to their employing office worksite location for 2 full workdays or a combination of workday and some form of personal leave each biweekly pay period on a regular and recurring basis. If a holiday falls on a teleworker's day to physically report to the employing office worksite, it is not required to add an alternate day to the employee's requirement to physically report to the employing office worksite for that specific biweekly pay period.

- d. Telework should be used as a strategic tool to recruit and retain a diverse workforce and support employee work-life balance.
- e. Use of telework is a key component of USDA's ability to operate in situations in which working from the official worksite is unsafe or unavailable. Unscheduled telework will be considered and may be authorized or required during inclement weather, emergency situations that involve national security, extended emergencies, or other unique situations as determined by the Office of Personnel Management (OPM) or USDA. Mission Area, agencies, and staff offices should incorporate telework into their Continuity of Operations Plan (COOP).
- f. Eligibility
 - (1) All USDA employees, regardless of tenure, grade, job series, title, or supervisory designation are presumed eligible for telework unless prohibited by other exclusionary provisions of this regulation or negotiated as part of a collective bargaining agreement (CBA).
 - (2) Employees occupying a telework eligible position may telework up to 8 days per pay period based on the duties of the position and the amount of onsite activities that must be performed. Employees, in positions ineligible for telework and those performing similar functions will be treated as fairly and equitably as those that telework. All approved telework arrangements must be documented on an [Agriculture Department \(AD\) 3018](#), *USDA Telework Agreement* form and must conform to any applicable negotiated labor agreement.
 - (3) Positions may be identified as ineligible for telework based only on the following criteria:
 - (a) Position duties require daily physical presence and do not include any portable or administrative work that can be accomplished from an alternate office or location.
 - (b) Position responsibilities require daily access to specialized equipment located at the official worksite and do not include any portable or administrative work that can be accomplished from an alternate office or location.
 - (c) Position activities require daily access to classified materials and do not include any portable or administrative work that can be accomplished from an alternate office or location.
 - (4) Employees may be identified as ineligible for telework based only on the following criteria:
 - (a) Performance. An employee may be found ineligible for telework if their performance falls below fully successful. In such circumstances, supervisors

are required to initiate corrective action in accordance with [DR 4040-430](#), *Employee Performance and Awards*. The employee's eligibility for telework must be reassessed every 12 months from the date the supervisor determined that the performance fell short.

- (b) **Conduct.** An employee may be found ineligible for telework if the employee was subject to formal disciplinary action, adverse action, or was placed on a leave restriction within the previous 12 months.
- (c) **Permanent Ineligibility.** As specified in the *Telework Enhancement Act*, an employee is permanently ineligible for telework if they have been formally disciplined for the following:
 - 1 Violation of [5 CFR Part 2635](#), Subpart G, *Misuse of Position*, of the *Standards for Ethical Conduct for Employees of the Executive Branch* for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing their official duties; or
 - 2 Absence Without Leave (AWOL). AWOL is a non-pay status that covers an absence from duty that is not approved. Any USDA employee AWOL for 5 or more days in any calendar year is permanently ineligible.
- (d) **Temporary Eligibility.** In certain circumstances, an agency may temporarily designate the location of the agency worksite for an employee's position (i.e., the place where the employee would normally work, absent a Telework agreement) as the official worksite even though the employee is not able to report at least twice each biweekly pay period on a regular and recurring basis to the Mission Area, agency, or staff office worksite. The employee must be expected to return to the Mission Area, agency, or staff office worksite at some point in the future on a regular and recurring basis. It is the responsibility of the employee's immediate supervisor to decide when it no longer is proper to apply the temporary exception. However, if a teleworking employee is not expected to report to the Mission Area, agency, or staff office worksite on a regular and recurring basis in the future, the temporary exception would no longer be applicable. Supervisors must periodically review (at least every 3 months) an employee's temporary full-time telework arrangement to ensure any approved temporary exception continues to apply. A supervisor may waive this requirement on a temporary basis in situations such as:
 - 1 Recovery from an injury or medical condition;
 - 2 Emergency conditions that prevent an employee from commuting to the official worksite, such as a severe weather emergency or public health crisis;

- 3 An extended period of approved absence from work, e.g., paid leave;
 - 4 A period during which the employee is in temporary duty travel status away from the official worksite; or
 - 5 A period during which an employee is temporarily detailed to work at a location other than a location covered by a Telework agreement.
- (e) Telework should be considered, when appropriate, for reasonable accommodation requests for employees with a disability or for accommodation of religious beliefs. All reasonable accommodation requests, including those for telework, must comply with [DR 4300-008](#), *Reasonable Accommodations and Personal Assistance Services for Employees and Applicants with Disabilities*.

5. TELEWORK PROCEDURES

a. Telework Participation

- (1) Telework agreements remain in effect until a change is initiated, though it is a good practice for supervisors to review telework agreements with employees on an annual basis. Either management or an employee may initiate a change to a Telework agreement with a minimum of 45 calendar days advance written notification, or as required by the terms of a CBA, except in emergency situations where the timeframe may be shorter.
 - (a) Teleworking employees are expected to perform their duties and responsibilities at an acceptable level of competence. In accordance with the terms and provisions of any applicable CBA, participation in telework may be changed, suspended, or terminated by management if an employee no longer meets the eligibility criteria or performance expectations.
 - (b) Management will provide sufficient written notice if possible, usually at least 45 calendar days, or as required by the terms of a CBA, before changing, suspending, or terminating a Telework agreement to allow the affected employee to make necessary arrangements. The notice will include the reason, effective date, and any appeals or grievance procedures available to the employee. Consent or acknowledgement via signature by the employee is not required for the modification or termination to take effect.
 - (c) Changes (e.g., change in position or change requested by management or employee) will require a new or updated Telework agreement to be completed. A new Telework agreement is not needed for temporary changes in position or supervisor (e.g., due to detail, temporary promotion, or assignments of a short duration).

- (2) In accordance with this DR and the terms and provisions of any applicable CBA, management reserves the right to call employees back to the office, even on scheduled telework days, with at least a 24-hour notice.
 - (3) Teleworkers and remote workers may participate in flexible and compressed work schedules or other flexible work arrangements.
 - (4) Telework is voluntary for all USDA employees. At a minimum, every employee must decide either to participate in the telework program or affirmatively opt out of the telework program by completing the AD-3018 form and giving it to their immediate supervisor.
- b. **Unscheduled and Emergency Telework**
- (1) OPM or USDA authorized officials may announce emergency operating status guidance allowing for unscheduled or required telework beyond that outlined in the OPM early dismissal guidance for weather events.
 - (2) Management may order employees to evacuate from their worksite and perform work from their home, or an alternative location, during inclement weather, public health crisis, or other emergency without regard to whether the employee has a Telework agreement in place at the time the order to evacuate is issued. Departmental and Mission Area, agency, or staff office COOPs should be followed.
 - (3) Employees with a Telework agreement are expected to telework or take other authorized leave (paid or unpaid), paid time off or a combination of both, as approved by the Mission Area, agency, or staff office.
 - (4) Teleworkers generally are ineligible for weather and safety leave when a closure is announced, except in rare circumstances:
 - (a) Weather and safety leave may be granted to a telework-ready employee who, in the Mission Area, agency, or staff office's judgment, could not have reasonably anticipated the severe weather or other emergency condition so did not take home needed equipment or work.
 - (b) Weather and safety leave may be granted to a telework-ready employee who is prevented from safely working at the alternate site because of the severe weather or other emergency event (e.g., electrical power or broadband outage, fire, flooding or heating and cooling failures). In this case, the home or other approved telework site is also affected in such a way that work cannot be safely performed. Employees must communicate with their supervisors as soon as possible when such work disruptions occur. For more detailed guidance relative to weather and safety leave regulations see [5 CFR § 630.1603](#), *Authorization*, and OPM's [Governmentwide Dismissal and Closure Procedures](#).

- (c) Teleworkers who are working in the office when an early departure is announced generally may receive weather and safety leave for time required to commute home (excluding the period for an unpaid lunch break. This means that telework participants must complete the remaining hours of their workday (if any) either by teleworking or taking leave (paid or unpaid) or other paid time off once they arrive home.
- c. Time and Attendance (applies to teleworkers and remote workers)
- (1) Employees must follow their Mission Area, agency, or staff office-specific procedures for accurately coding time spent teleworking and working remotely.
 - (2) USDA procedures for requesting and approving overtime, credit hours, and leave apply to all USDA employees, including teleworkers and remote workers.
- d. Safety
- (1) USDA encourages teleworkers and remote workers to be proactive in ensuring a safe alternate worksite and safe work habits.
 - (2) As a remote worker or while teleworking from an alternate worksite, USDA employees may be covered by the following:
 - (a) *Federal Tort Claims Act* (FTCA), [28 United States Code \(U.S.C.\) §§ 2671-2680](#), *Tort Claims Procedure*; and
 - (b) Federal Employees' Compensation Act (FECA), [5 U.S.C. Chapter 81](#), *Compensation for Work Injuries*.
 - (3) Employees are covered by FECA at their alternate worksite if an injury occurs while performing their official duties.
 - (4) If an injury occurs, the employee must notify their supervisor immediately, provide details of the incident or injury, and complete the following Department of Labor (DOL), Occupational Safety and Health Administration (OSHA) forms:
 - (a) OSHA, [Form 301](#), *Log of Work-Related Injuries and Illnesses*; and
 - (b) DOL, FECA [Form CA-1](#), *Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation*; or
 - (c) DOL, FECA CA-2 Form(s):
 - 1 [Form CA-2](#), *Notice of Occupational Disease and Claim for Compensation*; and

2 [Form CA-2a](#), *Notice of Recurrence*; and

- (d) As applicable, for *Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation (CA-1)* situations, employees can access the DOL Employees' Compensation Operations and Management Portal (ECOMP) through the [How to File a Form](#) website.
- (5) The Government is not liable for damages to the employee's personal or real property while the employee is teleworking, except to the extent the Government is held liable by the FTCA.
- e. Reasonable Accommodation and Medical Telework
 - (1) An employee seeking to telework or work remotely as a reasonable accommodation is required to follow the policies and procedures outlined in DR 4300-008.
 - (2) It is not a requirement to document or track a Telework agreement or a Mission Area, agency or staff office unique remote work agreement approved for a reasonable accommodation. However, written documentation in another format may be needed to document the efficacy of the organization's reasonable accommodation arrangement with the employee.
- f. Telework Appeals
 - (1) Appeals of the denial of an employee's request to telework are governed by [DR 4070-771-001](#), *Administrative Grievance System*, or the applicable negotiated grievance procedure for bargaining unit employees.
 - (2) Employees may appeal the following denials of telework:
 - (a) A written decision of ineligibility based on the duties of the position or the employee's suitability for telework;
 - (b) Denial of an employee's request to telework documented by the submission of a Telework agreement;
 - (c) Management termination of an existing Telework agreement; and
 - (d) Denial of an employee's request to telework without a valid business reason yet, the employee is approved for ad hoc telework.

6. REMOTE WORK POLICY

- a. USDA fully supports and promotes remote work arrangements for and by employees occupying remote work eligible positions. The USDA remote work policy as described in this DR is intended to enhance the work-life balance for employees.

- b. OPM permits Mission Areas, agencies, and staff offices to develop their own agency-specific remote work policies and forms and to implement a strategic and comprehensive framework for such policies. While employees and organizations benefit from remote work arrangements, such arrangements are subject to a Mission Area, agency, or staff office's budget, business and operational needs, this DR, and the terms and provisions of any applicable CBA. USDA organizations must create formal remote work agreement forms to document employee requests, approvals and denials of remote work opportunities.
- c. Remote work is an arrangement under which USDA employees are scheduled to perform their position's job duties at an approved alternate worksite, typically the employee's residence. The remote worksite may be within or outside of the local commuting area of the Mission Area, agency, or staff office's worksite. Remote work employees will be expected to work at a designated approved location, typically the employee's residence, on a regular and continuing basis.
- d. Remote work arrangements may be used for a variety of business reasons, including, but not limited to:
 - (1) Retaining high performing employees who must move for personal reasons and would otherwise leave the USDA;
 - (2) Recruiting employees with specialized skills, who may not want or be able to relocate for personal reasons;
 - (3) Achieving Mission Area, agency, or staff office real estate or other business cost reductions;
 - (4) Reducing costs associated with filling vacancies when employees must relocate; and
 - (5) Increasing employee work-life balance, resulting in increased morale.
- e. Remote Work Eligibility. At a minimum, the following conditions or criteria will be considered when a remote work arrangement is requested or when included in a Job Opportunity Announcement (JOA):
 - (1) As part of the ongoing position management processes, each USDA Mission Area, agency, or staff office will review positions to determine eligibility for a remote work arrangement. Eligibility must be determined prior to posting a JOA; and
 - (2) A Mission Area, agency, or staff office must consider:
 - (a) Job duties that only can be performed onsite and the amount of time required to complete such duties in a typical bi-weekly pay period;

- (b) The amount of time required each week to participate in other aspects of the work unit operations such as training, meetings, or collaboration, including collaboration with stakeholders that cannot be conducted virtually;
- (c) The type and frequency of travel associated with the position; and
- (d) Any requirement for accessing classified information.

7. REMOTE WORK PROCEDURES

- a. Although remote employees generally are not expected to report to the Mission Area, agency, or staff office worksite, the supervisor can require the presence of a remote employee at the worksite in certain situations, e.g., random drug testing, training, or an official meeting. Supervisors should provide as much advance notice as possible.
- b. Remote work arrangements should be cost-neutral or low-cost, to the extent practical, after factoring in the net cost savings accrued moving each employee to a remote arrangement. Supervisors should minimize official travel between the remote work location and the Mission Area, agency, or staff office worksite unless necessary to accomplish mission critical or operational needs or where alternative virtual communication means (e.g., teleconference, virtual meetings) are not suitable or available.
- c. When travel is required, clear communication between the employee and supervisor will ensure an accurate understanding of mutual responsibilities and obligations. When a Mission Area, agency, or staff office authorizes a remote employee to travel to an office worksite for official duty, the agency will pay travel costs consistent with applicable travel regulations and policies.
- d. Remote employees must be treated equitably for appraisals of job performance, training, awards, reassignment, promotions, changes in grade, work requirements, approval of overtime work, flexible and compressed work schedules, and other actions within management's discretion. Remote employees are entitled to receive progress reviews and annual performance appraisals from their supervisors in accordance with USDA's performance management policies.

8. ESTABLISHING OR CHANGING A REMOTE WORK ARRANGEMENT

- a. When creating a JOA, hiring managers must identify:
 - (1) Whether the position is eligible for a telework or remote work arrangement; and

- (2) Whether a remote work arrangement is required for the position. Candidates accepting a position where a remote work arrangement is required must accept the arrangement as a condition of employment.
- b. USDA employees may request to work remotely, to change an existing remote work arrangement, or to terminate their remote work arrangement. Absent urgent circumstances and in accordance with the terms of an applicable CBA, employee requests to change their remote work location or remote work arrangement is limited to once every 6 months. The employee requesting a change must:
 - (1) Discuss the request with their supervisor. Changing the employee's duty station likely will affect the employee in several ways (e.g., locality pay, Reduction-in-Force (RIF) competitive area, bargaining unit status, unemployment compensation). When discussing such requests with the employee, management must address other available workplace flexibilities, including but not limited to, alternative work schedules, details, leave options (e.g., extended leave without pay (LWOP), and shared leave programs.
 - (2) The employee then may submit a request for a remote work arrangement, change to a remote work arrangement, or termination of a remote work arrangement in writing. The request must include the proposed duty station and effective date.
 - c. To the extent the eligibility criteria in Section 6e(2) of this directive are met, supervisors normally will approve requests to set up a remote work arrangement from employees occupying positions that are remote-eligible. Supervisors may consider, however, whether there is a need to limit the geographic location of the duty station for the remote work arrangement due to travel or other mission requirements.
 - d. Supervisory considerations of employee requests to change or terminate a remote work arrangement include:
 - (1) That the proposed creation or change of a remote work arrangement does not negatively affect the Mission Area, agency, or staff office's budget or ability to execute its mission; and
 - (2) Requests to terminate a remote work arrangement may be denied due to space limitations within a Mission Area, agency, or staff office worksite.
 - e. Generally, to the extent the eligibility criteria in Section 6e(2) of this directive are present, employees may be considered eligible for a remote work arrangement. However, as with telework, an employee becomes permanently ineligible for a remote work arrangement if they have been formally disciplined for either:
 - (1) A violation of Subpart G, *Misuse of Position*, of the *Standards for Ethical Conduct for Employees of the Executive Branch* for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computing

device to include cell phones and tablets or while performing official, Federal Government duties; or

- (2) Absence without leave (AWOL) for 5 or more days in any calendar year.
- f. Performance and Conduct. Employees on remote work arrangements are subject to the same laws, rules, regulations, and policies that address performance deficiencies and employee misconduct.
- g. In USDA, appeals to a denial of a request for a remote work arrangement are governed by DR 4070-771-001 or the applicable negotiated grievance procedure for bargaining unit employees.

9. PAY, HOLIDAY, AND TIME AND ATTENDANCE

- a. The basic rate of pay of a remote employee is determined by the employee's base pay rate, the applicable locality pay rate and any special pay rate associated with the employee's official duty station of record, as recorded on the employee's OPM [Standard Form \(SF\)-50, Notification of Personnel Action](#). For remote employees, the official worksite typically is their residence.
- b. Teleworker and remote workers are required to follow Departmental policies and procedures for requesting and using approved leave. Leave should be requested and approved in accordance with standard leave approval procedures, with leave hours accurately recorded in the time and attendance system.
- c. Mission Areas, agencies, and staff offices generally should not pay relocation expenses related to remote work arrangements such as expenses to relocate to a new official duty station or to return to the Mission Area, agency, or staff office worksite when such arrangements were requested by the employee and is not the result of a directed reassignment.
- d. Remote work employees traveling on official business are eligible for the same travel benefits as non-remote work employees. Supervisors should, whenever possible, minimize official travel for remote employees. Alternate communication technologies should be leveraged to the greatest extent possible to minimize travel unless necessary.
- e. Remote work employees generally will not have an assigned or dedicated workspace at the Mission Area, agency, or staff office worksite. Performance issues of remote employees will be addressed in accordance with USDA policies, regulations, and applicable CBA provisions. Absent exigent circumstances, supervisors are expected to allow the employee to continue as a remote employee while addressing performance or conduct issues in accordance with USDA policies and in accordance with the terms and provisions of any applicable CBA.

- f. All required training and travel for remote employees as determined by the supervisor (e.g., mandatory participation at meetings or conferences at the Mission Area, agency, or staff office worksite) will be subject to normal training approval requests, applicable travel regulations, and Mission Area, agency, or staff office funding.
- g. Remote work employees may be eligible for Workers' Compensation benefits for work-related injuries or illnesses sustained while in the performance of duty under FECA, which is administered by the DOL's Office of Workers' Compensation Programs (OWCP). For further information, see [5 U.S.C. 81](#).

10. DOMESTIC EMPLOYEES TELEWORKING OVERSEAS

- a. Domestic Employees Teleworking Overseas (DETO) are overseas work arrangements that allow Federal Executive Branch employees to perform the work requirements and duties of their positions temporarily from approved overseas locations via DETO agreements. Employees have no authorization to telework from a foreign location without approval from USDA and the Department of State (DOS).
- b. USDA employees who may be considered for a DETO are those who are the spouse or domestic partner of a sponsoring Foreign Service Officer, Federal Civil Service employee, Department of Defense (DoD) employee, or uniformed service member assigned overseas. To be considered for a DETO, the USDA employee must be on the U.S. Government orders of the sponsoring individual assigned overseas.
- c. DETO requests will be considered on a case-by-case basis. Employees must consult with the OHRM as early as possible in the process because DOS approval can take from 6 months to a year, if not longer.
- d. Any DETO request must be approved by the applicable Mission Area, agency, or staff office prior to submission to the DOS and must follow the requirements in this DR, the DOS Executive Secretary Memorandum, *Requirements for Executive Branch Employees Teleworking in Foreign Locations*, dated June 7, 2016, and the DOS Foreign Affairs Manual (FAM), [3 FAM 2370](#), *Domestic Employee Teleworking Overseas (DETO)* policy guidance, dated August 11, 2021.
- e. Before approval, the employee must complete a DETO agreement using the DOS DETO agreement form, fulfill any overseas training requirements, and obtain proper documentation (e.g., passports, visas, work permits) to perform work overseas. The completed DETO agreement must be submitted through the employee's supervisory chain of command for approval. Once approved, it must be submitted to the DOS.
- f. A DETO may entail significant costs to the Mission Area, agency, or staff office, the employee, or both. Therefore, prior to approving a DETO agreement, the applicable Mission Area, agency, or staff office must be prepared to address any contingencies or

problems with the overseas telework arrangement, including situations when the employee or Mission Area, agency, or staff office may need to terminate the DETO.

- g. Upon approval of a DETO agreement, the approved case must be forwarded to the servicing Human Resource Office to change the employee's duty station to the overseas location. The DOS regulation 3 FAM 2370 governs the availability of overseas allowances, including the termination of locality pay, and other differentials for employees.
- h. DOS policy requirements apply to all employees working under a DETO.

11. ROLES AND RESPONSIBILITIES

- a. The Director, Office of Human Resource Management (OHRM) serving as the USDA Chief Human Capital Officer (CHCO), or designee, will serve as the Telework Management Officer (TMO), as required by the *Telework Enhancement Act of 2010*. The TMO will:
 - (1) Advise the Secretary of Agriculture, Mission Area and Agency Heads, and Staff Office Directors of the development and implementation of policies, programs, and oversight of the USDA Telework and Remote Work Programs;
 - (2) Develop and interpret USDA policies and standards for the Telework and Remote Work Programs;
 - (3) Provide Mission Area, agency, and staff office officials with technical assistance and consultative services for Telework and Remote Work Program issues; and report statistics from all Telework Program Coordinators (TPC) as required; and
 - (4) Develop and interpret USDA policies and standards for the equitable implementation of remote work.
- b. Mission Area and Agency Heads, and Staff Office Directors will:
 - (1) Promote the USDA Telework and Remote Work Programs and give all eligible employees the opportunity to participate in telework or remote work arrangements;
 - (2) Determine the suitability of positions for remote work arrangements; this responsibility may be delegated;
 - (3) Hold supervisors and managers accountable for implementing their respective Telework and Remote Work Programs in accordance with this DR;
 - (4) Incorporate information about the availability of telework, remote work, and related policies into new employee orientation and other training programs;

- (5) Ensure supervisors and managers are held accountable for evaluating all teleworkers, remote workers, and non-teleworkers under the same employee performance management system and affording the same professional opportunities, assignments, and treatment about work projects assigned, appraisal of job performance, awards, recognition, training and developmental opportunities, promotions, and retention incentives; and
 - (6) Designate a Telework Program Coordinator to manage the program.
- c. TPCs will:
- (1) Administer the USDA Telework Program for their respective organizations per this DR and all applicable laws, rules, and regulations;
 - (2) Ensure supervisors are aware of the requirement to notify their employees;
 - (3) Ensure all employees are notified of their eligibility to telework and encourage them to annually review or update their *Telework agreements* or opt-out by selecting the AD-3018 Opt-Out Section check boxes;
 - (4) Notify and provide new employees with a link to or copy of this policy.
 - (5) Ensure supervisors are aware of the requirement to provide written notification and explanation to ineligible employees who are not authorized to participate in the Telework and Remote Work Programs;
 - (6) Ensure supervisors are aware of their responsibility to account for Telework agreements;
 - (7) Ensure supervisors are aware of the requirement that teleworkers who are designated as emergency employees or mission-critical emergency employees are identified as such in their Telework agreements;
 - (8) Ensure managers are aware of the requirement for teleworkers and supervisors to complete required training prior to implementing a Telework arrangement;
 - (9) Coordinate with relevant parties on inventories of available computers, laptops, printers, and other office equipment for use in the Telework Program prior to reporting the property as excess;
 - (10) Promote the appeals process as defined in this DR;
 - (11) Report the required telework program information, as requested by the TMO;

- (12) Maintain all documentation in accordance with National Archives and Records Administration (NARA), [General Records Schedule \(GRS\) 22.2](#), Section 080, *Supervisor's personnel files*, which requires Telework agreements to be retained for 1 year after the end of the employee's participation in the program;
 - (13) Ensure employees are provided information on the USDA Telework and Remote Work Programs, including eligibility criteria and application procedures;
 - (14) Ensure employees and supervisors accurately record official time spent in telework or remote work status in the time and attendance system.
 - (15) Establish a system to receive feedback from employees about the implementation effectiveness and impact of the Telework and Remote Work Programs; and
 - (16) Encourage supervisors to review Telework agreements with their employees annually.
- d. USDA Supervisors and Managers will:
- (1) Assist the TPC in administering the Telework and Remote Work Programs including providing copies of approved agreements and notices of agreement terminations;
 - (2) Complete the required Telework training in AgLearn or other specified training system;
 - (3) Notify all assigned employees of their eligibility to telework, work remotely, or opt-out;
 - (4) Within 10 business days of receipt of a telework or remote work request, meet with the employee to approve, modify, or deny the request based on the *Telework Enhancement Act of 2010* and this DR. If the request is denied or terminated, provide written justification to the employee and the Mission Area, agency, or staff office TPC;
 - (5) Provide written notification and explanation to employees who are not authorized to participate in the USDA Telework and Remote Work Programs;
 - (6) Review approved Telework agreements for all assigned employees annually;
 - (7) Ensure consistent and fair administration of the Telework and Remote Work Programs policies and procedures in their areas of responsibility;
 - (8) Upon approval of a Telework agreement or Remote Work agreement, establish and communicate clear expectations with employees regarding methods of communication, (i.e., customer service, timeframes for returning phone calls,

voicemail messages, and email communication), staff meeting attendance, duty hours, and the accurate coding of telework for time and attendance purposes;

- (9) Evaluate all teleworkers, remote workers and opt-out workers under the same performance management system and afford the same professional opportunities, assignments, and treatment with regards to work projects assigned, periodic appraisal of job performance, awards, recognition, training and developmental opportunities, promotions, and retention incentives as those employees working from organization worksites;
- (10) Ensure a personnel action is effected to document the correct official duty location for each employee approved for remote work. Temporary exceptions may apply as set out in Section 4f(4)(d), *Temporary Eligibility*, above;
- (11) Resolve telework denial and remote work denial appeals or grievances in a timely manner;
- (12) Ensure compliance with approved telework and remote work agreements in their areas of responsibility; and
- (13) Ensure official time spent teleworking or working remotely is properly documented and recorded in the time and attendance system.

e. Teleworkers and Remote Workers will:

- (1) Follow the conditions of their approved telework or remote work agreements;
- (2) Follow USDA safety requirements and ensure proper security of USDA equipment, information, and materials;
- (3) Provide the same level of support, availability, and accessibility to customers, coworkers, and their supervisor(s) as if working at a USDA official duty location;
- (4) Meet organizational and individual work requirements as established (e.g., customer service, timeframe for returning phone calls, voicemail messages, and email communication), staff meeting attendance, duty hours, and accurately coding time and attendance;
- (5) Complete all applicable mandatory training courses;
- (6) Ensure appropriate arrangements for the care of dependents while teleworking. Telework is not a substitute for dependent care. However, this DR does not preclude a teleworking employee from having a caregiver in the home who provides care to the dependent(s) while the employee teleworks. Also, a dependent may be permitted in the home provided they do not require constant supervision or

care (i.e., older child or adolescent) and their presence does not disrupt the ability to telework effectively;

- (7) Ensure the alternate worksite provides adequate connectivity and technology to accomplish work tasks. Employees are expected to provide internet service and other general utility costs at their own expense unless otherwise negotiated within a CBA;
- (8) Acknowledge, in the applicable Telework or organizational remote work agreement forms that they are bound by the *Standards of Ethical Conduct for Employees of the Executive Branch* while teleworking or working remotely; and
- (9) Understand that travel provisions applicable to employees working at an official duty station also apply to teleworkers and remote workers. A teleworker or remote worker who is directed to travel to another worksite (e.g., official duty station) during their regularly scheduled basic tour of duty would have the travel hours credited as hours of work. Similarly, teleworkers who are required to travel to the official duty location after their regularly scheduled telework basic tour of duty to perform irregular or occasional overtime work are entitled to at least 2 hours of overtime pay or compensatory time off ([5 CFR § 550.112 \(h\)](#), *Call-back overtime work*, and [5 CFR 551.401\(e\)](#)).

12. INQUIRIES

Direct all inquiries about this DR to your employing organization's servicing human resources office. Organizational human resource directors or CHCOs will manage all inquiries coming from their employees. Any inquiries that cannot be satisfactorily responded to may be sent to the USDA CHCO for further discussion and resolution.

-END-

APPENDIX A

ACRONYMS AND ABBREVIATIONS

AD	Agriculture Department (Departmental Form Prefix)
AWOL	Absence Without Leave
CBA	Collective Bargaining Agreement
CFR	Code of Federal Regulations
CHCO	Chief Human Capital Officer
COOP	Continuity of Operations Plan
CUI	Controlled Unclassified Information
DETO	Domestic Employees Teleworking Overseas
DM	Departmental Manual
DoD	Department of Defense
DOL	Department of Labor
DOS	Department of State
DR	Departmental Regulation
ECOMP	Employees' Compensation Operations and Management Portal (DOL)
FAM	Foreign Affairs Manual (DOS)
FECA	Federal Employees Compensation Act
GPPA	Guide to Processing Personnel Actions
GRS	General Records Schedule
JOA	Job Opportunity Announcement
LWOP	Leave Without Pay
NARA	National Archives and Records Administration
OHRM	Office of Human Resource Management
OMB	Office of Management and Budget
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Agency
OWCP	Office of Workers' Compensation Program
PII	Personally Identifiable Information
P.L.	Public Law
RIF	Reduction in Force
SF	Standard Form
TDY	Temporary Duty
TMO	Telework Management Officer
TPC	Telework Program Coordinator
U.S.	United States
U.S.C.	United States Code
USDA	United States Department of Agriculture

APPENDIX B

DEFINITIONS

Alternate Worksite. A work location, other than the official worksite, that satisfies all requisite Federal health and safety laws, rules, and regulations pertaining to the workplace, where an employee performs their official duties. Supervisors may authorize telework from several alternate worksites. Temporary authorizations or changes in the location of designated alternative worksites do not require a new AD-3018, *USDA Telework Agreement*.

Locality Pay Area. An Office of Management and Budget (OMB) defined metropolitan statistical area or combined statistical area that determines certain location-based pay entitlements based on the employee's official duty station as documented on the employee's SF-50, *Notification of Personnel Action*.

Mobile Work. Work that is characterized by routine and regular travel to conduct work in a customer's or other worksite as opposed to a single authorized alternate worksite. Examples include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). Mobile work is not considered telework; however, mobile workers may be eligible to participate in telework, as applicable.

Official Duty Station. For the purposes of this Departmental Regulation, the terms "Duty Station", "Official Duty Station", and "Official Worksite" are synonymous. The official duty station is the management-approved location where employees regularly perform their official duties. If an employee physically reports to the employing Mission Area, agency, or staff office official worksite at least twice in a bi-weekly pay period, the employing Mission Area, agency, or staff office official worksite will be designated as the employee's official duty station. If the employee's work involves recurring travel or the employee's work location varies (mobile work) on a recurring basis, the official worksite is the location where the work activities of the employee's position of record are based, as determined by the employing Mission Area, agency, or staff office, subject to the requirement that the official worksite must be in a locality pay area in which the employee is required to regularly perform work. A Mission Area, agency, or staff office must document an employee's official duty station on the employee's *Notification of Personnel Action* (Standard Form 50 (SF-50) or equivalent). Once the official duty station has been officially recorded on the SF-50, *Notification of Personnel Action* (OPM, *Guide to Processing Personnel Actions*, [GPPA, Chapter 23](#), *Change in Duty Station*), it cannot be changed without prior approval of the employing Mission Area, agency, or staff office accompanied by processing a formal, documented personnel action.

Opt-Out. A telework-eligible and ready employee who voluntarily declines to participate in the USDA Telework Program. Employees who opt-out must sign and check the voluntary opt-out box on the AD-3018, *USDA Telework Agreement*.

Remote Work. A workforce flexibility arrangement under which an employee is scheduled to perform work within or outside the local commuting area of their Mission Area, agency, or staff office's worksite and is not required to report to the Mission Area, agency, or staff office worksite on a regular and recurring basis.

Remote Work Arrangement. A work arrangement in which:

- a. The employee performs assigned official duties and other authorized activities at an approved alternate work location, typically the employee's residence, within or outside of the local commuting area of the Mission Area, agency, or staff office worksite;
- b. On a regular and continuing basis;
- c. Is not required to physically report to the Mission Area, agency, or staff office worksite on any frequent, regular, or recurring basis; and
- d. The approved alternate worksite is, for pay and other purposes, the employee's official duty station, as indicated on the employee's SF-50, per [5 CFR § 531.605](#), *Determining an employee's official worksite*.

Remote Work Eligibility. A determination that a position's required duties and tasks can be completed away from the Mission Area, agency, or staff office's worksite with no frequent, regular, or recurring requirement to be physically present at the Mission Area, agency, or staff office worksite.

Routine Telework. Regularly scheduled telework that occurs no less than 1 day and no more than 8 days (without exception) scheduled per biweekly pay period, on a recurring basis and is part of an approved work schedule.

Situational Telework (also referred to as *ad hoc*, episodic, unscheduled, and intermittent). Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular, telework schedule.

Telework. A work arrangement in which an employee performs and completes official duties and responsibilities from an alternate worksite. Telework may be authorized for an entire duty day or a portion of one. Telework does not include the following:

- a. Work performed while on official travel status;
- b. Work performed while commuting to or from work;
- c. Remote work; or
- d. Mobile work.

Telework Agreement (AD-3018). A written agreement records the terms and conditions of the telework arrangement, as approved by the supervisor.

Telework-Ready. Refers to all eligible employees with an approved telework agreement and who are prepared and equipped to telework. If unable to telework when required, use of paid or unpaid leave may be required.

Teleworker. An eligible employee with an approved telework agreement who performs their official duties at an alternate worksite.

Unscheduled Telework. Telework that is authorized in response to specific duty status announcements issued by OPM or other authorized USDA officials for use during period of inclement weather, a pandemic or public health crisis, or other emergency situations, or with prior supervisory approval, telework used to maintain productivity during short-term disruptions to normal operating procedures.

APPENDIX C

AUTHORITIES AND REFERENCES

Authorization, [5 CFR § 630.1603](#)

Basic Principles, [5 CFR § 551.401](#)

Computation of Overtime Work, [5 CFR § 550.112](#)

Criteria for Determining Compelling Need for Agency Rules and Regulations, [5 CFR § 2424.50](#), *Illustrative Criteria*

Department of Transportation Appropriations Act of 2001, [Public Law \(P.L.\) Number 106-346, Section 359](#), October 23, 2000

Determining an Employee's Official Worksite, [5 CFR § 531.605](#)

Evacuation Payments During a Pandemic Health Crisis, [5 CFR § 550.409](#)

Federal Employment Compensation Act (FECA), [5 U.S.C. Subpart G, Ch. 81](#), *Compensation for Work Injuries*

Department of Homeland Security, Federal Emergency Management Agency, [Federal Continuity Directive 1](#), *Federal Executive Branch National Continuity Program and Requirements*, January 2017

DOL, Employees' Compensation Operations and Management Portal (ECOMP), [How to File a Form](#) website

DOL, [Form CA-1](#), *Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation*, Rev. October 2018

DOL, [Form CA-2](#), *Notice of Occupational Disease and Claim for Compensation*, Rev. October 2018

DOL, [Form CA-2a](#), *Notice of Recurrence*, Rev. November 2017

DOL, OSHA, [Form 301](#), *Log of Work-Related Injuries and Illnesses*, Rev. April 2004

DOS, [3 FAM 2370](#), *Domestic Employee Teleworking Overseas (DETO)*, August 11, 2021

DOS, Executive Secretary Memorandum, [Requirements for Executive Branch Employees Teleworking in Foreign Locations](#), June 7, 2016

NARA, [GRS 2.2](#), Section 080, *Supervisor's personnel files*, April 2020

Presidential Directive, National Security Presidential Directive 51 and Homeland Security Presidential Directive 20, [National Continuity Policy](#), May 4, 2007

Presidential Memorandum, [Expanding Family-Friendly Work Arrangements in the Executive Branch](#), July 11, 1994

Presidential Memorandum, [Implementing Federal Family Friendly Work Arrangements](#), June 21, 1996

OMB, [M-21-25](#), *Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment*, June 10, 2021

OPM, [Governmentwide Dismissal and Closure Procedures](#), November 2018

OPM, [Guide to Processing Personnel Actions \(GPPA\), Chapter 23](#), *Change in Duty Station*, April 2013

OPM, [Guide to Telework in the Federal Government](#), April 2011 OPM,

OPM, Memorandum to Heads of Executive Departments and Agencies, [Establishing Telecommuting Policies](#), February 9, 2001

OPM, [SF-50](#), *Notification of Personnel Action*, Rev. July 1991

Standards of Ethical Conduct for Employees of the Executive Branch, [5 CFR Part 2635](#), as amended

Telework Enhancement Act of 2010, [P.L. Number 111-292](#), [December 9, 2010](#)

Tort Claims Procedure, [28 U.S.C. §§ 2671-2680](#)

Treasury, Postal Service, and General Government Appropriations Act of 1996, [P.L. Number 104-52](#), November 19, 1995

USDA, [AD-3018](#), *USDA Telework Agreement*, November 2021 (as amended)

USDA, AD-xxxx, *USDA Remote Work Agreement*, forthcoming

USDA, [DM 4300-002](#), *Reasonable Accommodation Procedures*, July 5, 2002

USDA, [DR 3440-002](#), *Control and Protection of "Sensitive Security Information,"* January 30, 2003

USDA, [DR 3440-003](#), *Controlled Unclassified Information (CUI) Program*, September 13, 2021

USDA, [DR 3445-001](#), *Media Protection*, October 30, 2019

USDA, [DR 3515-002](#), *Privacy Policy and Compliance for Personally Identifiable Information (PII)*, October 30, 2020

USDA, [DR 4040-430](#), *Employee Performance and Awards*, June 24, 2020

USDA, [DR 4070-771-001](#), *Administrative Grievance System*, November 27, 2020

USDA, [DR 4300-008](#), *Reasonable Accommodations and Personal Assistance Services for Employees and Applicants with Disabilities*, October 27, 2020

USDA, [DR 4430-004](#), *Workers' Compensation Program*, March 8, 2016

USDA, [DR 4430-005](#), *Workers' Compensation Program: Return to Work*, December 17, 2014

USDA, Secretary Vilsack's Memorandum, [Building a Model Workplace with Expanded Telework and Work Flexibilities – Our First Steps](#), March 11, 2021



Departmental
Administration

Office of the
Assistant Secretary
for Administration

Office of Human
Resources
Management

1400 Independence
Avenue, SW
Washington, DC
20250-9600

DATE: July 12, 2023

TO: All USDA Employees in the National Capital Region*

FROM: Anita R. Adkins
Chief Human Capital Officer
Office of Human Resources Management

SUBJECT: Change to the Application of the USDA Telework Policy for Managers and Supervisors within the National Capital Region*

In November 2021, U.S. Department of Agriculture (USDA) revised our telework policy to account for employees' priorities with regard to workplace flexibility and expanded remote work beyond pre-pandemic limitations. These changes made our policy consistent with what it was the last time Secretary Vilsack led the Department, and feedback indicates these changes have helped increase employee morale and improve USDA's status as a competitive employer. At the same time in 2021, USDA instituted a "future of work" working group to plan for a time when COVID-19 would no longer drive where and how we deliver our missions. The working group surveyed employees, assessed our organizational performance, and studied research by outside experts. It became clear that the future of work for USDA would not be a full sudden return to the time when most employees worked in-person, every day, in an office building. Technology, an emerging recognition of the need for better work-life balance, and the expense of a massive and costly real estate portfolio all pointed to the need for a flexible approach, and this approach is one that is still active within USDA--because it has worked.

More than a year later, we are looking to the future and making sure our department is in the strongest possible position to recruit and retain talent, deliver for our stakeholders, and facilitate a positive work environment. The Department's managers and supervisors are fundamental to these goals, and that is why, **beginning September 10, 2023, telework eligible managers and supervisors in the National Capital Region (NCR) will report to and work at least 50 percent of their duty time in-person at their government office worksite.** This change in the application of the telework policy supports the Department's implementation of Office of Management and Budget's (OMB) M-23-15 Memorandum on Organizational Health and Performance. This instruction will not impact those working under remote work agreements, telework eligible non-managers or non-supervisors, or telework eligible managers or supervisors outside the NCR. This memorandum outlines the changes and describes how USDA will take steps to foster an intentional, inclusive, collaborative workplace where USDA employees want to spend time with their colleagues in person.

INSTRUCTION ON SUPERVISORY TELEWORK PARTICIPATION

- Because most USDA employees across the country are going into the work site almost every day and because USDA employees continue to be incredibly productive, **we will maintain our current telework policy for most employees.**
- To ensure that managers and supervisors are more consistently available for in person interactions with employees and colleagues and onsite activities, **telework eligible managers and supervisors in the NCR are instructed to work at least 50 percent of their duty time per pay period in-person at their government office worksite effective September 10, 2023.**
- Mission Area and Agency Leaders will need to ensure that managers and supervisors **update their telework agreements** in order to implement this instruction by the above date.
- The instruction will not apply to telework eligible non-managers and non-supervisors who may still telework up to 8 days per pay period based on the duties of their position and the amount of onsite activities to be performed, at the discretion of management as reflected in the approved telework agreement.
- In the NCR, Mission Areas, Agencies and Staff Offices are instructed to establish **two core days per pay period for Managers and Supervisors and one core day per pay period for all other telework eligible employees at the appropriate organizational level** for all participating telework employees to work together in-person at the government office worksite. While determination of how to use these days is largely at the discretion of the organizational leadership, the recommendation is that one day be used at the more granular level for project collaboration and the other be used for Department, Mission Area, or Agency level for leadership engagement. Final implementation of this core day model is subject to all appropriate bargaining unit negotiations, but organizations should plan to implement the core day model in September 2023.
- This instruction does not currently apply to employees who are operating under a remote work arrangement. However, Departmental Administration is conducting an analysis of the efficacy, equity, and advisability of USDA's current remote work policy to determine whether to make future changes.
- The Department is establishing a mechanism to review organizational health and performance on a regular cadence. In December the Department will conduct a data-driven review to determine whether to make further modifications to the telework and remote work policy. USDA will leverage both mission support and mission delivery metrics. This includes, but is not limited to, data related to the workforce recruitment and retention, employee engagement, physical space usage, financial management, and programmatic key performance indicators. After reviewing this data, the Department will consider whether or not an additional rebalancing of policy needs to take place as we look ahead to 2024.
- While this instruction applies only to managers and supervisors in the NCR, we encourage all teleworking employees to increase their in-person presence and remind everyone that meetings, trainings, and priority projects increasingly require in-person collaboration and participation, at the discretion of management.
- These instructions will become effective September 10, 2023. Limited extensions to this date may be considered on a case-by-case basis with supervisor approval and guidance from the Department.

As a reminder, **managers and supervisors who have an approved telework agreement must honor it and work in person as defined in the approved telework agreement. It is the responsibility of Mission Area, Agency, and Staff Office leadership to ensure that these instructions are adhered to, and accountability measures are established as needed.**

Additionally, any Senior Executive Service (SES) member, or equivalent employees such as Senior Level (SL) or Senior Science Research and Technology Service (SSTS) positions, may only receive permission for remote designation by exception and with approval from their Mission Area or Staff Office leadership and concurrence of Departmental Administration.

In furtherance of the OMB Memorandum M-23-15 dated April 13, 2023, it is USDA's goal to ensure excellent provision of services to our many customers and stakeholders, while also preserving workplace flexibilities for our most valuable resource – our employees. Requiring increased in-person attendance and collaboration by managers and supervisors, encouraging more in-person work by all telework participants, and continuing to establish and monitor performance metrics affords USDA the best chance to be successful.

As we continue to transition in this environment, while meeting our mission needs, please know that we will take all steps possible to make any changes smooth, less disruptive, and as inviting as possible. These include:

- Providing information on how to conveniently obtain available transit subsidies.
- Exploring the feasibility of utilizing available space at alternative sites in Maryland and Virginia, like the George Washington Carver Center or the Riverdale Building, to ease commuting burdens for those living closer to those sites.
- Sponsoring more on-site events that celebrate accomplishments and bring people together; and
- Improving the food options in the worksite.

Please see the attached FAQs that provide more details. We will continue to refine how we implement this instruction to make working in-person more meaningful and more attractive. Please be assured that building and maintaining a high performing work force of dedicated employees and having USDA be a great place to work remains a top priority for the Department.

*National Capital Region is defined in the attached FAQs document.

From: [The Office of the Secretary - OSEC](#)
Subject: Update: Future of Work and NCR Telework
Date: Thursday, July 13, 2023 10:10:35 AM
Attachments: [image001.png](#)
[image003.png](#)
[Changes to the Application of the USDA Telework Policy for Managers and Supervisors within the NCR.pdf](#)
[Work Environment Plan FAQs 7-12-2023.pdf](#)

header: The USDA Seal with The Office of The Secretary spelled out below it.



Dear USDA colleagues,

This summer marks an inflection point for our country. More than has been the case for several years, we are able to make freer choices about how, where, and with whom we spend our time, now that the COVID-19 public health emergency has ended.

Looking back on what we've overcome, I want to extend a special acknowledgement and thanks to the thousands of USDA employees who continued to report to your regular duty stations throughout the pandemic—like inspecting meat and poultry and fighting fires—because the nature of this essential work means that it cannot be done remotely. Those USDA employees were among the many heroes who helped the rest of us get through a tough period. At the same time, those who had no choice but to work remotely continued to perform their duties through unbelievable disruption to your daily lives.

Over the past 30 months, USDA has achieved great things and made transformational changes that will benefit Americans for decades. Regardless of where you work, you have risen to the occasion time after time, day after day.

Because of you, we are delivering our mission.

We now have an opportunity to consider all that the pandemic taught us – about our resilience as a nation, about our individual priorities and values, and about so many of the choices we make. As we look to the future, we must also make sure our department is in the strongest possible position to recruit and retain talent, deliver for our stakeholders, and facilitate a positive work environment.

That's why, as part of a long-term transition as we continue to gain new information about what the future of work looks like for USDA now that the

public health emergency has ended, we are announcing some initial workplace changes that primarily will affect managers and supervisors in the National Capital Region.

Beginning September 10, 2023, telework eligible managers and supervisors in the National Capital Region (NCR) will work at least 50 percent of their on-duty time per pay period in-person. USDA leaders, managers and supervisors are instrumental to our organizational success and our workplace environment, and this will ensure they are more consistently available for in-person interactions with employees and colleagues and onsite activities. **Additionally in the NCR, Mission Areas, Agencies and Staff Offices will determine two core days per pay period for managers and supervisors and one core day per pay period for all other eligible telework employees at the appropriate organizational level** for all participating telework employees to work together in-person at the government office worksite. All employing organizations with potential bargaining obligations should plan accordingly to meet the September 2023 implementation date.

Our Departmental Administration and Office of Budget and Program Analysis teams will spend the remainder of the year refining and deploying metrics to help identify performance standards and organizational health under our current policies, which we will review before determining whether to make further modifications to USDA's telework policy. Through this process we will continue to strive to provide sufficient notice to allow impacted employees time to adjust to future changes and reduce the disruption to new obligations and daily life cadences you may have developed over the past few years.

These updates build on a responsive progression of workplace policy changes that we have put in place over the past two years to account for evolving demands of the pandemic, our strategic priorities, and employee well-being. [Effective November 2021](#), USDA revised the telework policy to account for employees' priority on workplace flexibility and expanded remote work beyond pre-pandemic limitations. These changes made our policy consistent with what it was the last time I was Secretary, and feedback shows they have helped increase employee morale and improve USDA's status as a competitive employer. At the same time, over the past few years, technology and the cultural norms around how we work have changed considerably. To consider these changes, we instituted a future of work working group that prompted planning for a time when COVID-19 would no longer drive where and how we deliver our missions. The working group surveyed employees, assessed our organizational performance, and studied research by outside experts. We found an emerging recognition of the need for better work-life balance, and the expense of a massive and costly real estate portfolio, all pointed to the need for a flexible approach that enables staff to continue to telework with frequency while adding more structure and intentionality to in-person time spent together.

In making the changes announced today, I want to emphasize that our overarching goal is to ensure USDA is a welcoming and competitive workplace that provides excellent service to our many customers and stakeholders. I also acknowledge that there is much difference of opinion about the relative merits

and downsides of telework and remote work. Like most large employers, the Federal Government is navigating this issue, and at the direction of the Office of Management and Budget each department is considering how to proceed given their different situations. For now, increasing in-person work by managers and supervisors in the NCR, encouraging more in-person work by all, and continuing to establish and monitor performance metrics gives USDA the best chance to be successful.

Accompanying this message, you will find a memo from USDA's Office of Human Resources which outlines the key points of this policy shift in more detail. You can also find additional details in the [FAQs](#) which will be updated as needed to reflect additional incoming questions.

To help address any questions about these changes, feel free to reach out to your Human Resources professionals as usual. In addition, in late July and into August we will schedule a series of Office Hours where you can ask our Human Resources professionals about this instruction. Stay tuned for more details in the days ahead and I hope you will join me in conversation about how we can embrace this change together and find a balance between flexibility and community that meets the moment. Questions can be directed to futureofwork@usda.gov.

Have a great summer and be sure to take time to be with your loved ones.

Sincerely,

Secretary Thomas J. Vilsack



USDA is an equal opportunity provider, employer, and lender.

Frequently Asked Questions
UPDATED CHANGES TO THE APPLICATION OF THE USDA
TELEWORK POLICY FOR MANAGERS AND SUPERVISORS IN
THE NATIONAL CAPITAL REGION

July 13, 2023

In support of the Department's continued implementation of the Office of Management and Budget's (OMB) Memorandum M-23-15 on Organizational Health and Performance dated April 13, 2023, USDA recognizes the vital role managers and supervisors play in advancing USDA's goals of recruiting and retaining talent, delivering for our stakeholders, and facilitating effective staff engagement and work environment. As such, beginning September 10, 2023, all telework eligible managers and supervisors in the National Capital Region (NCR) will report to and work at least 50 percent of their duty time inperson at their designated Government office worksite. The following Frequently Asked Questions (FAQs) are provided to assist impacted personnel and are explicitly limited in application to the aforementioned managers and supervisors.

Q: What is the new instruction for application of the USDA telework policy for the National Capital Region?

A: The new instruction is for telework eligible managers and supervisors located in the NCR and requires these managers and supervisors to report to and work inperson at least 50 percent of their regular working hours each pay period. This is a change from our existing policy, which currently allows telework eligible managers and supervisors in the NCR to telework for up to 8 days per pay period.

Q: Does this new instruction apply to me?

A: This instruction applies to telework eligible managers and supervisors in the NCR. This instruction does not apply if you are a manager or supervisor outside of the NCR or a manager or supervisor with a remote duty station.

Q: How does this instruction define manager?

A: A manager is an individual in a position with duties and responsibilities which require or authorize the individual to formulate, determine, or influence the policies of their operating unit.

Q: How does this instruction define supervisor?

A: A supervisor is an individual who has the authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, and otherwise use authority that is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Q: What areas are considered located in the National Capital Region?

A: For application of this instruction, the National Capital Region refers to the:

- Whitten Building,
- South Building,
- Yates Building,
- Braddock Place,
- Riverdale
- George Washington Carver Center.

Q: I am a remote worker. Does the new instruction apply to me?

A: No. The new instruction applies to telework eligible managers and supervisors with an agency worksite in the NCR. The policy does not apply to managers and supervisors with an official duty station located outside of the NCR, including remote workers whose SF-50 indicates their home city and state as their official duty station.

Q: When does this new instruction take effect?

A: The new instruction requiring managers and supervisors to report to the agency worksite at least 50 percent of their regular working hours each pay period is effective for Pay Period 19, which begins September 10, 2023.

Q: I am not a manager or supervisor, but I am a teleworker and my agency worksite is located in the National Capital Region. Does the new instruction apply to me?

A: No. At this time, you may still telework up to 8 days each pay period, in accordance with the Departmental Regulation 4080-811-002 on Telework and Remote Work Programs and your approved telework agreement. As a reminder, employees with telework agreements can be required to work in-person as needed, for example if the team is gathering for a mandatory training.

Q: Who do I contact regarding a reasonable accommodation?

A: Please contact your Agency's Reasonable Accommodation Coordinator for information on requesting a reasonable accommodation.

Q: This instruction does not apply to me right now, but will there be changes so it applies to me eventually?

A: In accordance with the Office of Management and Budget (OMB) Memorandum M-23-15 dated April 13, 2023, each Mission Area, Agency, and Staff Office is evaluating its current telework policy to determine whether to make further modifications to the telework policy. Any such changes would only occur after engaging in appropriate bargaining or in accordance with current active bargaining agreements, if applicable.

Q: What are the criteria for measuring the assessment over the remainder of the year?

A: USDA will use data and evidence in organizational health and performance discussions. USDA will leverage both mission support and mission delivery metrics. This includes, but is not

limited to, metrics related to the workforce (hiring and separations), employee engagement (FEVS results), physical space (leased and owned space use), financial management (financial obligation and outlays), and program key performance indicators (including those reported in USDA's Annual Performance Plan on performance.gov).

Q: Will I have to complete a new telework agreement?

A: If you are approved to telework and you are a manager or supervisor with an agency worksite located in the National Capital Region, then your [AD-3018](#), Telework Agreement form will need to be updated to show that you will report to the agency worksite at least 50 percent of your regular working hours each pay period, if it does not currently meet that policy.

Q: Do I have to report to my current designated worksite to meet the instruction's requirements?

A: Yes, unless otherwise instructed or approved by your supervisor. Changes to worksite location designations are to be determined based on the need for meaningful inperson staff engagement and organizational business requirements.

Q: Will the Telework Departmental Regulation be changed?

A: No. The Office of Human Resources does not anticipate making any changes to the current Departmental Regulation (DR) 4080-811-002 with respect to managers and supervisors in the NCR. The Department will assess whether any future changes to the DR are needed moving forward.

Q: How will this instruction be enforced?

A: Agency Heads are required to report and verify adherence to this instruction.

Q: What will the cafeteria options be in the Whitten and South Buildings?

A: The following food service options are currently available at the South and Whitten Buildings:

- USDA's cafeteria is currently open from 7:00 am to 2:00 pm, Monday through Friday. The Office of Operations is working to implement a new contract which, come September, will allow for a series of pop-up style food stations.
- Claudia's (South Building sub-basement) is open from 7:00 a.m. to 2:00 p.m., Monday through Friday.
- The Green Olive (South Building sub-basement) is open from 7:00 a.m. to 2:00 p.m., Monday through Friday.
- Dunkin' Sandwich Shop (Whitten basement) is open from 7:00 a.m. to 2:00 p.m., Monday through Friday.

Q: Will I be able to park at the office?

A: At the Headquarters Complex, free employee parking is available to qualifying carpools/vanpools, facility maintenance vehicles, Government vehicles, employees with approved accommodations, Senior Executives, and limited visitor parking.

- Employees with an assigned parking space in the South Building have until 9:00 a.m. Monday–Friday to occupy their assigned space. After 9:00 a.m., all parking spaces (not marked as reserved or handicap) in the South Building Courts 1, 2, 3, 5 and 6 are available on a first-come, first-served basis for any USDA employee or contractor with valid USDA identification.
- For questions about parking availability and qualifications for free parking at USDA Headquarters, contact the Office of Operations (OO) Customer Service/Parking Administration Services at 202-720-PARK (7275) or via e-mail at: parkingunit@usda.gov. They will redirect your inquiries to your Agency Parking Coordinator if necessary. Their office is located on the first floor Room 1052-S, South Building.
- There is motorcycle parking in Court 5 of the South Building, Lot 8 of the Whitten Building and on C Street (outside Court 2).
- There is bicycle parking at the South Building in Court 2 as well as bike boxes at the Whitten Building in Lots 10a and 10b.
- Short-term metered parking is available on Independence Avenue SW, 12th Street SW, C Street SW, and D Street SW.
- There is also a parking garage (The Portals III, 202-479-6872) located at 1201 Maryland Avenue SW, Washington, DC.
- All facilities in the National Capital Region are easily accessible and within walking distance of a metro station, except for the George Washington Carver Center, which is serviced by a shuttle.

Q: WMATA has ongoing issues. Will there be workplace flexibilities to accommodate for that?

A: Please work with your direct supervisor to discuss any temporary flexibilities needed to accommodate a specific issue related to WMATA. Employees are expected to adhere to their approved work schedules and approved telework agreements. The Office of Management and Budget is hosting ongoing conversations on these issues with leadership of WMATA to make them aware of the coming influx of Federal employees.

Q: COVID-19 is not completely gone. How will you ensure our health and safety?

A: USDA will continue operating under the [COVID-19 Workplace Safety Plan \(usda.gov\)](#) as required by the [Safer Federal Workforce Taskforce](#).

Q: What health and support services will the Department be providing?

A: For employees located in the National Capital Region, there is the Dr. Gregory Parham Medical Unit in the South Building (Room 1411, first floor, Wing 4). The Medical Unit provides primary care services to include vaccines and flu shots. You may reach them at (202) 720-9522

or use the convenient [USDA Medical Unit - Request Appointment - Kareo](#) site to request an appointment.

Q: How does this policy apply to contractors?

A: Contractors will continue to follow the requirements in their contract.

Q: Will the physical spaces be set up to accommodate core days and hybrid meetings?

A: Yes. There are several initiatives underway already that will position us to accommodate more people in the office. For example, the OneNeighborhood Initiative, completed in 2022, provided for the collocation and consolidation of agencies throughout the NCR with the purpose of enhancing communication and collaboration. The initiative required a major investment in infrastructure consisting of upgrading network switches throughout the South and Whitten Buildings allowing plug-and-play with the freedom to move anywhere without losing Wi-Fi connectivity. In addition, with the modernization of the Headquarters facilities, the Department is moving to a new workplace model using 6x6 cubicles and 10x10 private offices. This workplace model was used exclusively in the renovation of the George Washington Carver Center, doubling capacity from 1,000 employees pre-modernization to 2,000 employees post-modernization. The upcoming renovation of Wing 7 will double the capacity from 300 workstations to 600 workstations. We are also exploring the feasibility of utilizing available space at alternative sites, like the George Washington Carver Center or the Riverdale Building, to ease commuting burdens for those living closer to those sites.

Q: Will USDA information technology services and staff be prepared to manage more people in the buildings?

A: Yes, the Digital Infrastructure Services Center (DISC) is staffed 24/7 to address many types of IT service needs. They can be reached at disc.servicedesk@usda.gov, by phone at 888-873-6482 or through the [portal](#).

Q: Is there enough facilities and security staff to handle more people being in the buildings in the NCR?

A: These teams have been fully staffed throughout the pandemic and stand ready to serve you.

Q: Who should I contact if I need clarifying information?

A: You can submit questions to futureofwork@usda.gov or you can speak with your Mission Area Chief Human Capital Officer (CHCO).

Department of Agriculture
Collective Bargaining Agreement(s) –
Telework Provisions



U.S. DEPARTMENT OF AGRICULTURE

RESPONSE TO OMB BDR 24-24, Action Item 3b

NEGOTIATED AGREEMENTS ON TELEWORK

As of May 23, 2024



USDA, Agricultural Marketing Service

NEGOTIATED AGREEMENT ON TELEWORK

Excerpt of CBA (Article 6)

*Quality Assessment Division, Livestock & Poultry
Program, Agricultural Marketing Service (AMS), USDA
& The National Meat Graders' Council 200, American
Federation of Government Employees AFL-CIO*

April 28, 2022

ARTICLE 6

WORKING CONDITIONS

- 6.1 **General:** The Union and the Employer will make every effort to assure safe and healthful working conditions in accordance with QAD instructions. Employees have the primary responsibility to know and observe safety rules and practices as a measure of protection for themselves and others. Any Employee, who believes that an unsafe or unhealthful working condition exists, shall promptly report it to a Supervisor. If the condition is serious and likely to cause physical harm or death and the operation cannot be conducted in a location or manner that would eliminate the hazard or the hazard is not promptly corrected, the Employee will cease work and immediately contact a Supervisor (refer to QAD 1701 Procedure Safety and Health Program or successor documents).
- 6.2 **Equipment:** The Employer agrees to make available all equipment, supplies, and instruments necessary for the Employees to perform their duties. Request by Employees who need alternative equipment will be considered on a case-by-case basis. The Employer will post a list of available supplies on the QAD intranet.
- 6.3 **Uniforms and Footwear:** The Union and Employer agree to conduct the Uniform and Footwear program in accordance with Agency Directives. (Refer to QAD 1490 Procedure Uniform and Footwear Allowance or successor document.)
- 6.4 **Rental Vehicles:** When a vehicle is rented on behalf of the Government from a commercial vendor, the Employer will reimburse the Employee for only those costs relating to official use of that vehicle in accordance with Government-wide regulations. If the Employee elects to use the rental vehicle for personal use, he/she must do so in accordance with official government travel regulations.
- 6.5 **Parking Spaces:** Supervisors will request applicants to reserve adequately lighted parking spaces near the plant for Employees on official business to facilitate carrying equipment and to prevent adverse effects of inclement weather on the Employee. The Employer will provide rear-view mirror USDA parking placards for any vehicle used by Employees in the performance of official duties.
- 6.6 **Office Space:** The Parties agree that sufficient office space and safe operational office furniture will be provided for Employees at the assigned duty facility. On a case-by-case basis, the Employer will arrange for an alternative to in-plant office space in those customer facilities where office space cannot be provided. Requests for privacy screens and partitions will be approved as needed on a case-by-case basis.
- 6.7 **Locker Space:** The Parties agree that suitable locker space for QAD equipment and the Employee's personal belongings will be provided by the applicant.

- 6.8 **Dues Deductions:** Members of the bargaining unit are authorized to affect voluntary allotments for the payment of dues to locals affiliated with the Council.
- 6.9 **Local Mileage:** The Employer agrees to provide a means for Employees entitled to mileage and local travel reimbursement to submit, with appropriate frequency, form OF-1164 or successor document for expenses. Forms will be submitted in accordance with Government-wide rules or regulations and procedure QAD 409 or successor documents.
- 6.10 **Communications:** The Parties agree that the information pertaining to QAD will be distributed by email and/or posted on the QAD intranet to enhance communications with all Employees.
- 6.11 **Information Technology:** The Parties agree that as electronic information technologies are brought on-line and appropriate notification is provided by the QAD, information that includes, but is not limited to: available positions, the Collective Bargaining Agreement, position descriptions, work schedules, procedures, and specifications may be posted on the QAD intranet and/or transmitted to Employees electronically. The information posted on the QAD intranet and/or transmitted electronically will serve as official notification to Employees and, as appropriate, Employees will be responsible for knowing and applying the information.
- 6.12 **Use of POV:** Employees will not be required to use privately owned vehicles (POV's) for official business, nor shall they suffer any loss of pay, reprisal or adverse action on account of refusal to use a POV for official business.
- 6.13 **Telework:** When an Employee has a telework agreement and when the Employer approves telework, Employees will be able to use telework to complete other duties such as AgLearn, Data entry, time, and attendance, etc.
- 6.14 **Training:** Employees will not be rated on new equipment and technology changes until they are provided with training. The Union will be consulted on the training in advance.



Agricultural Marketing Service

**Negotiated Agreement On Telework
Excerpt of CBA (Article 19)**

*Fair Trade Practices Program
Packers and Stockyards Division
and*

*American Federation of Government Employees Local
Number 1126*

Effective Date: June 1, 2022

**Article XIX Telework
Departmental Regulation 4080-811-002**

19.1 Policy

The Agency will adhere to the Department’s telework policy or, if mandated by mission activities, the Agency’s telework policy. Telework is a voluntary program. It is an option, not a right or entitlement. This Article does not apply to reasonable accommodation or medical flexplace.

19.2 Definitions

Telework: Telework that occurs as part of an ongoing, regular schedule or situational [ad-hoc] approved on a case-by-case basis.

19.3 Employee Eligibility Requirements

- A. Employees who qualify for telework must meet the following qualifications:
- B. Is in a permanent career status;
- C. Have a “fully successful” or equivalent performance rating;
- D. Does not require daily face-to-face contact with the Supervisor, colleagues, clients, or the general public;
- E. Can perform work successfully offsite;
- F. Is not on a sick leave restriction or has not been on sick leave restrictions within the past 12 months;
- G. Not currently on a performance improvement or opportunity to improve (O.T.I.) plan;
- H. Has not been subject to disciplinary or adverse action in the past 12 months; and,
- I. It is not in a probationary period.

19.4 Responsibilities

Employees will:

- A. Sign and follow the approved application package (if applicable);
- B. Agree to return any Agency equipment upon request;
- C. Comply with all Agency security guidelines and measures;
- D. Be available by phone, email, and be logged into Microsoft Teams during their scheduled teleworking hours;

E. Responds to telephone calls and emails promptly and during telework is expected to produce the same quality and quantity of work as if the employee was in an office setting

F. Ensure office phones are forwarded to the employee's government-issued cell phone or VOIP phone;

G. Provide adequate workspace; and,

H. Accurately report telework hours in WebTA.

19.5 Rules that Apply to Telework Program

A. The Agency and employee will abide by DR-4080-811-002

B. The employee must report to their official duty station if the Supervisor deems circumstances require it. If the employee cannot maintain a stable network connection from their telework location, they should return to the office. The Supervisor will notify the employee as soon as possible before the scheduled telework day if the Supervisor needs to change or cancel a telework day.

C. The employee may discontinue their participation in the Telework program at any time.

D. The Supervisor may remove an employee from the Telework Program if the employee is no longer qualified in accordance with DR-4080-811 or violates any portion of the regulation. Before removing an employee from the Telework Program, the Supervisor and employee will try to resolve specific problems.

E. An employee is not released from Telework when the office is closed for inclement weather or other similar emergencies.

F. An employee's official duty station is the same as the office to which the employee is assigned.

19.6 Telework Equipment and Supplies

A. The Agency will provide Employees approved for working offsite with computer equipment, supplies, and materials to complete their work assignments.

B. Telework employees will pay any additional expenses associated with working at the alternate worksite.



AGRICULTURAL MARKETING SERVICE

NEGOTIATED AGREEMENT ON TELEWORK

None – follows DR (when applicable)

Federal Grain Inspection Service and AFGE Council 237



Animal and Plant Health Inspection Service

NEGOTIATED AGREEMENT ON TELEWORK

**Animal Care and National Federation of
Federal Employees, Local 2021**

*No negotiated agreement on telework, follows the
Department Regulation*



Animal and Plant Health Inspection Service

NEGOTIATED AGREEMENT ON TELEWORK

**International Services and American Foreign
Services Association**

*No negotiated agreement on telework, follows the
Department Regulation*



Animal and Plant Health Inspection Service

NEGOTIATED AGREEMENT ON TELEWORK

**Plant Protection & Quarantine and National
Association of Agriculture Employees**

*No negotiated agreement on telework, follows the
Department Regulation*



Animal and Plant Health Inspection Service

NEGOTIATED AGREEMENT ON TELEWORK

**Plant Protection & Quarantine and National
Association of Plant Protection and
Quarantine Office Support Employees**

*No negotiated agreement on telework, follows the
Department Regulation*



United States Department of Agriculture

**NEGOTIATED AGREEMENT ON TELEWORK
(Excerpt of CBA)**

**Animal and Plant Health Inspection Service
Veterinary Services
Cattle Fever Tick Eradication Program**

**American Federation of Government
Eradication Program Employees (AFGE) Local 3106**

July 1, 2022

Article 38- Telework

The parties will abide by the USDA Telework and Remote Work Programs, (USDA DR 4080-811-002) November 22, 2021.



Animal and Plant Health Inspection Service

NEGOTIATED AGREEMENT ON TELEWORK

**Veterinary Services (Ames, IA) and
American Federation of Government
Employees, Local 2315**

*No negotiated agreement on telework, follows the
Department Regulation*



Animal and Plant Health Inspection Service

NEGOTIATED AGREEMENT ON TELEWORK

**Veterinary Services (Puerto Rico) and
Laborers' International Union of
North America, Local 1922**

*No negotiated agreement on telework, follows the
Department Regulation*



Agricultural Research Service

**NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA**

*Eastern Regional Research Center, ARS and AFGE
Local 1331*

February 2017

ARTICLE 13

TELEWORK

Purpose

Effective use of telework enables the USDA to realize tangible savings in terms of reduced real estate and physical space demands, utilities and transit subsidy costs and enhanced employee recruitment and retention.

The Parties agree to work in accordance with the Departmental Regulation, Telework Program, DR-4080-811-002, dated January 30, 2014, and its successors.

Section 1 - Definitions

A. Definitions:

1. Telework: A work arrangement that allows an employee to perform work, during any part of regular paid hours, at an approved alternative work site, (i.e. home or other location).
2. Core telework: Telework that occurs on a routine, regular and reoccurring basis away from an employee's duty station.
3. Situational telework: Telework that occurs on an as needed basis that is not regular and reoccurring. This type of telework may be used for completing special projects, meeting extraordinary deadlines, continuation of business during emergencies and/or inclement weather.
4. Unscheduled telework: A type of situational telework that is typically used to allow employees on approved telework agreements to work from alternative work sites during periods of inclement weather, emergency situations, or for encouraging productivity needs during other short-term agency needs.

Section 2 - Criteria

A. Eligibility of Employees: Employee participation is voluntary and subject to management approval. An employee is considered suitable for telework if the following four (4) conditions are met:

1. Employee has an existing performance rating of "Fully Successful" or higher;
2. Employee has no misconduct, disciplinary (letter of reprimand through 14-day suspension or less) or adverse action or leave restriction occurring within the preceding 12 months;

3. Employee has never been disciplined for viewing, downloading, or exchanging pornography, including child pornography, from a government computer or while performing official Federal Government duties; and

4. Employee has never been officially disciplined for being absent without permission (AWOL) for five (5) days or more in any calendar year.

B. Written Agreements: Employees are required to obtain the approval of management, in the form of an approved Telework Proposal/Agreement, before engaging in telework.

C. Performance: The supervisor establishes work output requirements, as appropriate, and may require regular status reports. If work output and/or quality requirements are not being met, the employee's telework agreement may be modified or changed by the supervisor. A performance rating of less than "Fully Successful" will be grounds for canceling the employee's Telecommuting Work Proposal/Agreement.

D. Programmatic Changes: If participation in the telework program interferes with organizational and/or programmatic needs, the telework agreement may be cancelled with proper notification.

E. An employee may request telework Monday-Thursday for one (1) day per week.

F. An employee may request up to two (2) days of situational telework based on operational/programmatic needs.

G. If an employee requests leave on their telework day, it must be in accordance with Article 14, Leave.

H. If an employee's application for telework is denied, the employee will be provided specific reason(s) for the denial. The written denial should be provided in a timely manner. The employee is able to grieve the denial through the negotiated grievance process.



Agricultural Research Service

NEGOTIATED AGREEMENT ON TELEWORK

Excerpt from the CBA

Florida Antilles, ARS and NFFE Local 1752

September 2013

ARTICLE 22 - TELEWORK

Section 1. Policy: Employees may participate in the agency's telework program in accordance with ARS Policies and Procedures, P.P. No. 402.5v.2, applicable regulations, law, and the provisions of this Agreement. Management will consider an employee's telework request and both must examine the job requirements. Some jobs can be performed almost 100 percent offsite, but most jobs will require a certain amount of time at the office. Jobs that require the employee to perform daily, hands-on services are not adaptable to telework. Management is responsible for deciding if the position is one that is appropriate for off-site work and for examining both the content of the work and the performance and conduct of the employee is suitable. Management may require an alternative work arrangement in unusual circumstances, such as natural disasters or when working conditions that compromise employee safety.

Section 2. Telework: The term "telework" or "teleworking" refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of his/her position and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

Section 3. Eligibility of Employees: Management should begin with a presumption that all positions are appropriate for telework. Employee participation is voluntary and subject to management approval. An employee is considered suitable for telework if the following four conditions are met:

- a) Employee has an existing performance rating of "Fully Successful" or higher.
- b) Employee has no misconduct, disciplinary (such as letter of caution, letter of reprimand through 14-day suspension or less) or adverse action or leave restriction occurring within the preceding twelve (12) months.
- c) Employee has never been disciplined for viewing, downloading, or exchanging pornography, including child pornography, from a government computer or while performing official Federal Government duties.
- d) Employee has never been officially disciplined for being absent without permission (AWOL) for five (5) days or more in any calendar year.

Section 4. Written Agreements: Employees are required to obtain the approval of management, in the form of an approved Telework Proposal/Agreement, before working at a telework center, at home or at another approved location on a recurring, scheduled basis.

Section 5. Voluntary Participation: Participation in the telework program is voluntary and is neither an entitlement nor a requirement, except under specific emergency situations as described in the agency's Policies and Procedures, P.P. No. 402.5 v. 2, section 3.3.2 Situational/Unscheduled Work, and section 7.4.6 Unscheduled Telework and Emergency Situations.

Section 6. Salary and Benefits: Salary and benefits will not change if the employee is approved for participation in the telework program.

Section 7. Time and Attendance: The employee will transmit their Time and Attendance Report to their supervisor at the end of the pay period, not later than the Tuesday following the end of the pay period. The supervisor will certify the time and attendance hours worked at the official duty station and the alternate workplace and forward to the proper pay processing organization no later than the Tuesday following the close of the pay period.

Section 8. Leave: Employee must make any request for leave in advance with his/her supervisor or appropriate authorizing official during the scheduled telecommuting work hours in accordance with the provisions of Article 19, Leave.

Section 9. Overtime: Overtime or any other premium pay will be worked only when ordered or approved by the supervisor in advance. Working overtime without such approval may result in termination of this telecommuting privilege and/or other appropriate action.

Section 10. Performance: The supervisor establishes work output requirements, as appropriate, and may require regular status reports. If work output and/or quality requirements are not being met, the employee's telecommuting agreement may be modified or changed by the supervisor. A performance rating of Less than Fully Successful will be grounds for canceling the employee's Telecommuting Work Proposal/Agreement.

Section 11. Programmatic Changes: If participation in the telework program interferes with organizational and/or programmatic needs, the telework agreement may be cancelled with proper notification.

Section 12. Equipment and Supplies: Equipment and supplies will be handled in accordance with ARS Policies and Procedures, P.P. No. 402.5 v. 2.

Section 13. Telework Area: The designated work area should be adequate for the performance of official duties.

Section 14. Alternative Workplace Costs: The Employer will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative work site, for example, 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 for by applicable agency policy, regulations, and law.

Section 15. Injury Compensation: Federal Employee's Compensation Act provisions apply to persons performing official duties at the official duty station or the alternate worksite. The supervisor must be notified immediately of any accident or injury that occurs at the alternate worksite. The supervisor or designated official will investigate such a report immediately.

Section 16. Disclosure: Employees are responsible to insure that any government records or data are protected from unauthorized disclosure or damage and comply with requirements of the Privacy Act of 1974.

Section 17. Standards of Conduct: Federal standards of conduct apply to all employees working at an alternative work site.

Section 18. Cancellation: After appropriate advance notice, normally seven (7) days, to the supervisor, the employee may resume working his or her regular schedule at the official duty station. After appropriate advance notice, normally seven (7) days, to the employee of work-related changes or circumstances, the supervisor may require the employee to resume working a regular schedule at the official duty station.

Section 19. Other Actions: Nothing in this agreement precludes the Agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Section 20. Training: As determined by the Employer, an interactive telework training program will be provided to:

A. employees eligible to participate in the telework program of the agency;

B. all supervisors of teleworkers

Section 21. Security: All employees must have satisfied the most recent annual training requirement, as determined by the Employer, for Information Security Awareness and Personally Identifiable Information and Rules of Behavior training or its successor in order to be approved to telework to ensure that proper safety issues are addressed; the employee must protect government data/documents from unauthorized access or disclosure in accordance with Privacy Act regulations; and protect agency data and the network from unauthorized access.



Agricultural Research Service

**NEGOTIATED AGREEMENT ON TELEWORK
MOA**

*National Center of Agricultural Utilization
Research, ARS and AFGC Local 3247*

June 2022

Memorandum of Understanding (MOU)- Telework and Remote Work

This Memorandum of Understanding (“MOU”) is entered into between the United States Department of Agriculture (USDA), Agricultural Research Service (ARS), National Center for Agricultural Utilization Research (NCAUR), in Peoria, Illinois, hereinafter the “Employer” or “Center”, and the American Federation of Government Employees (AFGE), Local 3247, hereinafter the Union or collectively the “Parties”.

General

The ARS (Agency) and the AFGE Local 3247 (Union) jointly recognize the mutual benefits of a flexible workplace program to the Agency and its employees. In recognizing these benefits, both parties also acknowledge the needs of the Agency to accomplish its mission. The Agency fully supports and promotes the use of telework for and by eligible employees.

This MOU is implemented in accordance with the provisions of Departmental Regulation (DR) 4080-811-002. The Telework and Remote Work Programs will be governed by applicable law, government-wide rules and regulations in existence at the time this MOU was signed, and this MOU. Where any Department and/or Agency regulation conflicts with this supplemental Memorandum of Understanding (MOU), this MOU shall govern.

Relevant terminology for telework and remote work is defined in DR 4080-811-002 (Appendix B).

Section 1 - Bargaining Unit Employees (BUEs)

The Parties agree that Bargaining Unit Employees (BUEs) working remotely, if any, will continue to be represented by the Union as long as they continue to report organizationally to the NCAUR, and meet the bargaining unit criteria referenced in the collective bargaining agreement (CBA).

Section 2 - Telework Policy

- A. It is presumed that all NCAUR bargaining unit positions include some portable or administrative duties that could be performed via telework. NCAUR will strive to fully integrate telework into their culture, providing eligible employees the opportunity to telework at least occasionally with supervisory approval.
- B. The Agency permits telework of up to 8 days per biweekly pay period based on the duties of the position. At the discretion of the supervisor, the onsite two (2) day requirement will be considered fulfilled if the employee reports physically to their official USDA worksite on at least two (2) different days for a total of 16 hours each biweekly pay period. Supervisors have the authority to determine when telework is appropriate based on the duties of the position and the amount of onsite activities that must be performed. Telework employees may also use a combination of duty time and some form of personal leave each biweekly pay

period on a regular and recurring basis to fulfill the amount of time that is required for onsite requirement with supervisory approval.

- C. Regularly scheduled travel time between the telework site and the official USDA worksite will not be considered as hours of work, or entitle any telework employees to any mileage or related travel benefits, unless it meets the exception criterion outlined in the DR (e.g., call back, early departure, directed to travel to another worksite, etc.).
- D. If a Federal holiday falls on a telework employee's day to physically report to the official USDA worksite, it is not required to add an alternate/additional day to the employee's requirement to physically report for that specific biweekly pay period.
- E. Employees are responsible for making sure they meet the minimum requirement for onsite work.
- F. The Agency may allow temporary abeyance of the onsite reporting requirement for telework per Section 4f(4)(d) of the DR 4080-811-002 (November 22, 2021).
- G. Employees, whether teleworking or working from an official worksite, must be treated equitably for job performance, work requirements, and any topic covered by the collective bargaining agreement.
- H. Dependent care: Employees may continue to telework or remote work even when they may also have dependent care responsibilities. Employees should not be engaging in dependent care activities when performing official duties and time taking care of dependents is not paid time. Agencies will continue to provide work flexibilities to support employees, including those with dependent care responsibilities. While telework and remote work should not be approved solely due to dependent care responsibilities, telework and remote work requests may not be denied based on the presence of dependents. Both the supervisor and the employee play important roles in ensuring dependent care responsibilities do not negatively impact work performance.
Supervisors should support those under telework or remote work agreements who are striving to balance work and dependent care responsibilities. Employees under telework and remote work agreements play the most critical role in helping to ensure that work and dependent care responsibilities are successfully managed.

Section 3 - Telework Procedures

- A. The decision to participate in an agency telework program, as described in the Telework Enhancement Act, is voluntary, and left to the employee, assuming the employee has been identified as telework eligible per the criteria in DR 4080-811-002 (November 22, 2021).
- B. At a minimum, every employee must decide either to participate in the telework program or affirmatively opt out of the telework program. Employees who decline to participate in the telework program are not required to complete and submit a telework agreement to their

supervisor; however, the employee should notify their supervisor via email that they are opting out of telework. Notwithstanding an employee found to be ineligible pursuant to Section 4. F. (3) of the DR, telework agreements remain in effect until a change is initiated; although, it is a good practice for supervisors to review telework agreements with employees on an annual basis. Either management or an employee may initiate a change to a Telework agreement with a minimum of 45 calendar days advance written notification, except in emergency situations in which the timeframe may be shorter. If the employee initiates this change because of a change in circumstance that results in being unable to telework or needing to telework immediately, the Agency will consider granting this change immediately or may allow an interim arrangement subject to supervisor approval and mission requirements.

- C. A telework-ready employee is an eligible employee who voluntarily participates in an agency telework program and has an approved telework agreement and who is prepared and equipped to telework.
- D. Telework-ready employees will generally be required to work when there is a weather or safety event that prevents reporting to the regular workplace. Employees participating in a telework program must telework, take other leave (paid or unpaid) or paid time off (if allowed by the agency), or a combination of both, unless an exception applies. Telework-ready employees will generally be ineligible for weather and safety leave when a closure is announced except in rare circumstances when one of the exceptions under 5 CFR 630.1605(a)(2) applies. An employee who is not a telework ready employee may ask their supervisor if they can telework during an unscheduled facility closure, but consistent with the Telework Enhancement Act, the employee must be the one to voluntarily make the request. There are other, very rare circumstances under which weather and safety leave may be granted. (See OPM's 2021 Governmentwide Dismissal and Closure Procedures (opm.gov), the DR, or any Agency guidance for more information).
- E. Teleworkers who are working in the office when an early departure is announced generally may receive weather and safety leave for the time required to commute home (excluding the period for an unpaid lunch break).
- F. For inclement weather, NCAUR employees should also refer to the NCAUR Hazardous Weather policy dated 07/19/2017 for building procedures.

Section 4 - Maximized Telework for Emergencies

The Telework Procedure section of this MOU is relevant for the 'normal' Agency telework program. It allows for all telework-ready employees to telework and to be required to telework during a short closure due to inclement weather or power outage, etc. Employees who are not participants of the telework program will not be required to telework during official facility closures of short duration, such as snow days, short power outages or loss of water, etc. Those employees will normally be eligible for Weather and Safety leave or some other administrative type leave for these situations.

All employees, including employees who are not participants in the telework program and do not have a telework agreement in place, may be directed to telework by the Agency in the following situations: COOP activations (5 USC 6504(d)), a pandemic (5 CFR 550.409), physical disasters or military events (5 CFR 550.401-408) or as otherwise provided under the law. These situations are not true “telework” arrangements as they are not triggered by participation in a telework agreement (indeed, the employee’s position may not generally be eligible for telework). An Agency’s ‘normal’ telework policy based on the Telework Enhancement Act’s requirement that employees elect to telework and have a telework agreement in place is superseded by these events. The Agency and supervisors can help prepare for these emergencies by encouraging voluntary telework participation and supporting requests to telework. With a larger percentage of the workforce ready to telework, the Agency will be better prepared in case of an emergency evacuation.

Section 5 - Equipment

- A. When on telework, employees will be provided an Agency issued laptop and the equipment necessary to perform their duties as determined by their supervisor.
- B. Any equipment or other items provided by the Agency remain the property of the government and must be managed and handled in accordance with Government-wide and agency-specific policies and guidance. Employees who have an Agency-issued laptop or mobilephone assigned to them may use such equipment at an alternative work location (for remote employees, at their official USDA duty station) and shall take reasonable safeguards against theft and damage when they do so. All Agency-issued equipment and supplies remain the property of the Agency, and Agency remains responsible for service and maintenance of that equipment.
- C. Additional equipment, including furniture or technology, may be available through the reasonable accommodation process.
- D. The Agency will attempt to make excess equipment available to telework and remote workers without extra costs being incurred by the Agency. Assignment, priority, allowance of amount/type of equipment will be determined by the Agency.
- E. Center employees who telework in accordance with the requirements of DR 4080-811-002 will be provided onsite office space subject to budgetary limitations and mission requirements.

Section 6 - Pay, Attendance and Leave

- A. A teleworking or remote bargaining unit employee will have the same opportunity to obtain overtime, credit time, comp time etc. as employees who are physically located in the official USDA worksite. The governing rules, regulations, the collective bargaining agreement (CBA), and policies concerning attendance, leave, and overtime are unchanged by a bargaining unit employee’s (BUE’s) participation in telework and remote work.

- B. Telework and remote employees may participate in flexible and compressed work schedule or other flexible work arrangements in accordance with Article 10 of the CBA.

Section 7 - Union Notification

The Agency shall notify the Union when employees statuses change from telework to remote or when bargaining unit employees are denied or removed from telework eligibility or remote status.

Section 8 - Remote Work - General

Remote Work may be approved per an employee's request if otherwise deemed eligible as determined by the Agency.

Remote workers should refer to DR4080-811-002 and the associated FAQs Telework and Remote Work for guidance on callback, travel time, travel compensation, and other relevant remote work procedures.

Section 9 - Remote Work - Equipment

- A. When on remote work, employees will be provided an Agency issued laptop and the equipment necessary to perform their duties as determined by their supervisor.
- B. Any equipment or other items provided by the Agency remain the property of the government and must be managed and handled in accordance with Government-wide and agency-specific policies and guidance. Employees who have an Agency-issued laptop or mobile phone assigned to them may use such equipment at an alternative work location (for remote employees, at their official USDA duty station) and shall take reasonable safeguards against theft and damage when they do so. All Agency-issued equipment and supplies remain the property of the Agency, and Agency remains responsible for service and maintenance of that equipment.
- C. Additional equipment, including furniture or technology, may be available through the reasonable accommodation process.
- D. The Agency will attempt to make excess equipment available to telework and remote workers without extra costs being incurred by the Agency. Assignment, priority, allowance of amount/type of equipment will be determined by the Agency.

Section 10 - Additional Resources for Telework/Remote Work

- A. A phone line or work number will be provided to all employees, including teleworkers and remote workers that employees may use to forward their telephone calls to conduct official business. If an employee prefers to use their personal cell number, they may do so.
- B. Remote workers may come into the official worksite to pick up mail and office supplies or request the mail be forwarded to their official duty station of record.

- C. All telework and remote workers are covered under the Federal Workers Compensation program (FECA). Further information can be found in DR4080-811-002 and the NCAUR Accident Incident Reporting Investigation Program procedure document and Near Miss Accident Incident Report Form.
- D. An employee that disagrees with telework/remote work designation may file a grievance in accordance with article 8 of the CBA or contact the Union.

Section 11 - Effective date of the MOU

This MOU will be effective on the date of Agency Head approval or 31 calendar days after it is signed by both Parties, whichever is sooner.

For the Agency

For the Union



***AGRICULTURAL RESEARCH SERVICE
(ARS)***

**NEGOTIATED AGREEMENT ON TELEWORK
(None – follows DR)**

***Appalachian Fruit Research Station and AFGE Local
43***

***Beltsville Agriculture Research Center & National
Arboretum and AFGE Local 3147***

National Animal Disease Center and AFGE Local 2315

Northern States Area and AFGE Local 3748

***Western Regional Research Center and AFGE Local
1657***



*Economic Research Service and National
Institute of Food and Agriculture*

**NEGOTIATED AGREEMENT ON TELEWORK
MOA (joint for ERS and NIFA)**

ERS & NIFA and AFGE Local 3403

February 2022

ERS & NIFA Local 3403 Memorandum of Agreement on Telework And Remote Work Arrangements

Definition

1. **Official Duty Station:** The official duty station is the management-approved location where employees regularly perform their official duties. The Agency must document an employee's official duty station on the employee's Notification of Personnel Action (Standard Form 50 (SF-50) or equivalent). Once the official duty station has been officially recorded on the SF-50, Notification of Personnel Action (OPM, Guide to Processing Personnel Actions, GPPA, Chapter 23, Change in Duty Station), it cannot be changed without prior approval of the employing Mission Area, agency, or staff office accompanied by processing a formal, documented personnel action.
2. **Remote Home Office:** A work location, other than the official USDA worksite that is normally an employee's residence of record. The remote home office satisfies all requisite Federal health and safety laws, rules, and regulations pertaining to the workplace, where an employee performs their official duties.
3. **Official USDA Worksite:** A Federal worksite that is occupied and maintained by the Agency. Examples of an official USDA Worksite include but are not limited to: the USDA Headquarters Complex in Washington, DC and the 805 Pennsylvania Ave. location in Kansas City, MO.
4. **Telework Employee:** An eligible employee with an approved telework agreement who performs a portion of their official duties at an approved location rather than their official duty station on record.
5. **Remote Employee:** An eligible employee who elects to perform their duties at an alternative location, normally at their residence of record rather than at an official USDA worksite.

Remote Work

1. **Bargaining Unit Employees (BUEs)** will have up to 45 calendar days to decide whether to accept an offer of a remote work arrangement. BUEs may request an additional 15 days to be approved by the first line supervisor.
 - a. A remote employee will be able to relocate to their desired duty station location at any time during the initial 12-month period.
 - b. After the first 12 months, a remote employee will be able to relocate from their current locality every six months.

2. If a BUE accepts a remote work arrangement, the BUE may change their decision at any time during the first 12 months after the initial acceptance is tenured.
 - a. After the first 12 months of being in a remote work arrangement, a BUE may elect to report to and telework from an official USDA Worksite on a full-time basis every six months, unless extenuating circumstances arise as per directive DR 4080-811-002.
3. The rate of pay for a remote employee is determined by the employee's base pay rate, the applicable locality pay rate and any special pay rate associated with the employee's official duty station of record, as recorded on the employee's OPM Standard Form (SF)-50, Notification of Personnel Action. Remote employees shall not be denied a remote work arrangement based upon the locality pay of their remote home office.
4. If a BUE had reported to the office before the pandemic and accepts an offer of remote work, they will make every effort to collect their personal belongings in the workplace. If extenuating circumstances arise and if requested, the Agency will ship personal items to the BUE's residence of record.
5. A remote employee, except in the event of an emergency, will normally be given 30 working days' notice if they are required to report to an official USDA worksite by their supervisor for more than two (2) business days. If a BUE is required to report for less than two (2) business days, the BUE will normally be given at least 10 working days' notice.
 - a. A remote employee who is required to report to an official USDA worksite outside their local commuting area or 50 miles from the approved official USDA worksite, will be considered to be on official travel for the duration of the time required to be onsite. All costs associated with reporting to the official USDA worksite will be covered in accordance with Federal Travel Regulations.
6. A remote employee who is required to report to an official USDA worksite, will abide by hoteling policies developed by the Department for the duration of the official business.
 - a. The Agency will make every effort to provide BUEs who have to come into an official USDA worksite for an extended period with a dedicated workspace for the duration of their visit, space permitting.
7. Where face-to-face communication is essential for effective participation, the Agency will authorize official travel, pending funding availability and supervisory approval, for remote employees.
8. A remote employee may ask their administrative support personnel to purchase and ship office supplies to their official duty station.
 - a. Such requests will be acted upon within 5 business days.

Telework

1. A Telework employee who reports to an official USDA worksite at least half of the pay period (5 days or 40 hours) will be provided a dedicated workspace, space permitting. A “day” shall consist of a minimum of eight (8) hours in pay status or approved leave (e.g. A BUE who works 4 hours in the office and then takes 4 hours sick leave will be considered to have worked a full day in the office.)
2. Telework employees who telework eight (8) days per pay period will be allowed to report to an official USDA worksite two (2) consecutive days in the same week to fulfill the in-person requirement.
 - a. The Agency will implement a system that will allow telework employees with an opportunity to reserve the same workspace for two (2) consecutive days, space permitting.
 - b. Any management initiated or employee-initiated change to the telework agreement will require 45 calendar days’ notice. Supervisor may consider extenuating circumstances when making a determination.
3. When a telework employee is required to report to their official USDA worksite, which is neither a virtual platform nor the employee's residence, on a day the employee is scheduled for telework, the BUE will be given at least five (5) working days’ notice unless there is an emergent issue. Management will make every attempt to minimize requests for irregular and unscheduled reports to the official USDA worksite when teleworking employees are scheduled to work via a virtual platform.
4. A telework employee will be allowed to request offices supplies for use when teleworking.

Virtual and Telework Duty Stations

1. The Agency will provide remote and telework employees with the following equipment, if requested. Any agency provided technical equipment will be maintained by Agency IT staff and be placed on a defined replacement schedule.
 - a. Cell phone
 - i. ERS BUEs will be provided with a Voice Over Internet Provider (VOIP) number.
 - ii. NIFA BUEs may request a cell phone.
 - b. Laptop with specifications to be determined by job and mission requirements of individual BUE (e.g., for ERS employees determined by a mission need, supervisory approval, and the IT Investment Review Board)
 - c. Docking station compatible with assigned.

- d. ERS and NIFA will provide one (1) docking station to each employee and the employee will determine where the docking station is located, at their home workspace or in the office.
 - e. Monitors
 - i. For ERS and NIFA, up to two (2) external monitors (at least 17”).
Telework employees will determine where the monitors are located, at their home office or at the official USDA worksite.
 - f. Keyboard and mouse
 - g. Headset
 - h. Printer
 - i. For ERS, the Agency will provide a printer for employees who have an approved Reasonable Accommodation.
 - ii. For NIFA, the Agency will provide printers for use at the home office.
 - i. Specialized office furniture, such as a chair, and desk, may be provided for BUEs who have an approved Reasonable Accommodation for such furniture.
 - j. For ERS, the Agency will provide Laptop bags.
2. The Agency will ensure that technical support is available as needed for the Agency issued equipment.
 - a. A BUE will not be disciplined for experiencing a work stoppage due to IT- related matters outside their control, such as connectivity issues.
 3. Virtual or physical monitoring/inspection of a remote home office or telework space by a supervisor will normally require that the BUE and Union receive at least three (3) days notice. During such inspection, the BUE will be entitled to Union representation during the discussion. Nothing in this section would prevent any Federal employee from reporting a potential Hatch Act violation observed during the course of a virtual meeting.

Training and Meetings

1. The Agency will provide training to supervisors for effective management of BUEs under their supervision who are in a telework or remote work status.
2. To encourage inter-agency connection and collaboration with employees located in multiple duty stations (virtual or physical), the Agency will implement the following:
 - a. The Agency may organize face-to-face meetings as they are able, unless travel is restricted due to a national emergency (e.g., pandemic).
 - b. Reimbursement for travel will be authorized for BUEs whose duty station is outside of the local commuting area of the meeting.
3. NIFA will re-institute Science Week, including live participation, national emergency permitting. Travel reimbursement for BUEs whose duty station is outside of this region will be authorized.

Work Life Balance

The Agency may provide voluntary training on how to establish and maintain a remote workplace, how to manage work/life balance, and how to maintain relationships with colleagues while in a remote work status.

Terms

1. This Agreement will be implemented and become effective when it has been approved, ratified, and signed by the parties, including review pursuant to 5 USC 7114(c). The effective date of this agreement shall be the date of approval by the Director, Office of Human Resources Management (OHRM), Office of the Secretary of Agriculture, applies to both Agencies, or on the 31st day after execution of the agreement, if the Director or designee has neither approved nor disapproved the agreement. The duration of this agreement will be for the duration of the directive DR 4080-811-002.
2. If a new agreement has not been executed prior to the expiration of this Agreement, this Agreement shall remain in effect until the new agreement is approved by the Office of Human Resources Management (OHRM), or on the 31st day after execution of the new agreement by both parties, whichever is sooner.
3. The current agreement shall remain in effect until the new agreement is executed.

Reopener

This agreement is subject to reopening by mutual consent of the parties concerned and in accordance with Article 38: Mid Term Bargaining of the Parties Collective Bargaining Agreement.



USDA Foreign Agricultural Service

NEGOTIATED AGREEMENT ON TELEWORK Excerpt of CBA (Article 14)

Foreign Agricultural Services & AFSCME

May 2021 (Article 14 renegotiated 2024)

ARTICLE 14: TELEWORK

Section A. General

1. FAS fully supports and promotes telework by eligible employees. The purpose of telework is fundamentally to facilitate the successful completion of the duties, responsibilities, and other authorized activities of an employee's official position from an alternative worksite other than the location from which the employee would otherwise work. Telework should also facilitate the accomplishment of the Agency's mission by contributing to the recruitment of top talent, retention of current employees, and reduction in the costs of office space, absenteeism, and workers compensation, while enabling employees to better manage work and personal or family responsibilities.
2. Participating employees and the Agency are bound by applicable statutory and regulatory requirements, this Agreement, and approved telework agreements.
3. Teleworkers may be permitted to telework up to the maximum number of telework days allowable per pay period as outlined in USDA Departmental Regulation 4080-811-002, dated November 22, 2021. Supervisory decisions as to type and frequency of Telework participation, should be made on an individual, case-by-case basis, determined by the nature of the position, job requirements, and mission criteria, and should involve a discussion between the supervisor and employee. Telework participation shall not diminish performance or agency operations.
4. Employees in positions ineligible for telework/remote work and those performing similar functions will be treated as fairly and equitably as those that telework.
5. A teleworker's official duty station will remain unchanged if they report physically to their employing office worksite location for 2 full workdays or a combination of workday and some form of personal leave each biweekly pay period on a regular and recurring basis.
6. If a holiday falls on a teleworker's day to physically report to the employing office worksite, it is not required to add an alternate day to meet the employee's requirement to physically report to the employing office worksite for that specific biweekly pay period.
7. Use of telework is a key component of FAS's ability to operate in situations in which working from the official worksite is unsafe or unavailable. Unscheduled telework will be considered and may be authorized or required during inclement weather, emergency situations that involve national security, extended emergencies, or other unique situations as determined by the Office of Personnel Management (OPM) or USDA.
8. Management and Union representatives may meet to discuss issues related to telework at Union-Management meetings, as provided for under Article 36.

Section B. Definitions

Routine Telework. Regularly scheduled telework that occurs no less than 1 day and no more than 8 days scheduled per biweekly pay period, on a recurring basis and is part of an approved work schedule (see Article 6).

Situational Telework (also referred to as ad hoc, episodic, unscheduled, and intermittent). Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular, telework schedule.

Section C. Position Eligibility

1. Except as provided for below in this Section and consistent with the terms of this agreement and USDA Policy, all bargaining unit positions are presumed eligible for telework.
2. Positions may be identified as ineligible for telework based only on the following criteria:
 - a. Position duties require daily physical presence and do not include any portable or administrative work that can be accomplished from an alternate office or location.
 - b. Position responsibilities require daily access to specialized equipment located at the official worksite and do not include any portable or administrative work that can be accomplished from an alternate office or location.
 - c. Position activities require daily access to classified materials and do not include any portable or administrative work that can be accomplished from an alternate office or location.

Section D. Employee Eligibility

1. Except as provided for below in this Section and consistent with the terms of this agreement, applicable law and USDA policy, all bargaining unit employees are presumed eligible for telework.
2. Employees are permanently ineligible for telework for conduct which results in formal disciplinary action as set forth by the Telework Enhancement Act of 2010 for the following:
 - a. Violations of subpart G of the Standards for Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or performing official Federal Government duties; or
 - b. Being absent without leave (AWOL) for more than 5 days in any calendar year.

3. Employees may be identified by the Agency as temporarily ineligible for telework (or category of telework), in the event that:
 - a. an employee is absent without leave (AWOL) for more than 5 days in any calendar year, for which no official, formal, disciplinary action was taken,
 - b. telework will contribute to, or has resulted in, diminished individual or organizational performance based on articulated reasons,
 - c. the employee has been placed on a Demonstrated Opportunity Notice, or
 - d. An employee was subject to formal disciplinary or adverse actions, including situations that result in the employee being placed on leave restriction.
4. An employee's temporary ineligibility status will be reviewed and discussed on at least a bi-annual basis to determine whether their eligibility for telework should be restored.
5. In cases where diminished performance is attributable to telework, the Agency will adhere to the requirements outlined within Article 26. Assistance will be provided within the scope of assisting the employee with improving their performance deficiencies.
6. Temporary Eligibility. In certain circumstances, a supervisor may temporarily designate the location of the agency worksite for an employee's position (i.e., the place where the employee would normally work, absent a Telework agreement) as the official worksite even though the employee is not able to report at least twice each biweekly pay period on a regular and recurring basis to the Mission Area, agency, or staff office worksite. The employee must be expected to return to the Mission Area, agency, or staff office worksite at some point in the future on a regular and recurring basis. It is the responsibility of the employee's immediate supervisor to decide when it no longer is proper to apply the temporary exception. However, if a teleworking employee is not expected to report to the Mission Area, agency, or staff office worksite on a regular and recurring basis in the future, the temporary exception would no longer be applicable. Supervisors must periodically review (at least every month) an employee's temporary full-time telework arrangement to ensure any approved temporary exception continues to apply. A supervisor may waive this requirement on a temporary basis in situations such as:
 - a. Recovery from an injury or medical condition.
 - b. Emergency conditions that prevent an employee from commuting to the official worksite, such as a severe weather emergency or public health crisis.
 - c. An extended period of approved absence from work, e.g., paid leave.

- d. A period during which the employee is in temporary duty travel status away from the official worksite; or
- e. A period during which an employee is temporarily detailed to work at a location other than a location covered by a Telework agreement.

Section E. Telework Participation

1. Participation in telework is voluntary except for employees who are designated by the Agency as “emergency personnel” or “mission critical.”
2. All FAS employees who are eligible for telework must complete the telework agreement within the USDA electronic system. The Agreement must be approved by the employee’s first line supervisor, or designee, prior to the employee participating in the telework program. The employee must comply with the agreement’s provisions, including requisite telework training requirements, to retain eligibility. Eligible employees who do not wish to participate must officially communicate their intent to voluntarily opt-out of participation by indicating so on their submitted telework agreement form.
3. The supervisor or designee will respond to a submitted telework agreement form (both for new and modified agreements) within 14 calendar days.
 - a. If an employee’s request to telework is returned to modify the amount of days the employee can telework, based on the in-office requirements, the supervisor or designee must explain their reasoning in writing.
4. All telework eligible employees are also eligible to participate in flexible or compressed work schedules, or other flexible work arrangements in combination with Routine Telework and Situational telework consistent with terms of their telework agreements.
5. An employee participating in routine telework may request to temporarily change their scheduled telework day to another day within a given pay period or participate in situational telework. Such request may be granted as long as the change does not unreasonably interfere with mission, staffing, and/or workload requirements.
6. The employee must submit a new Telework Request form when any of the following occurs:
 - a. The employee is promoted, reassigned, or detailed to a different position.
 - b. The employee or supervisor wishes to modify the original approved telework arrangement, such as the number of telework days, location of Alternative Worksite, etc. (see paragraph 7 of this Section)
 - c. If an employee seeks to discontinue their participation in telework.
7. Employees may be required to re-certify their telework agreement on an annual

a way that work cannot be safely performed. Employees must communicate with their supervisors as soon as possible when such work disruptions occur.

- c. Telework program participants working in the office when an early departure is announced generally may receive weather and safety leave only for the amount of time required to commute home. This means that telework program participants must complete the remaining time in their workday by either teleworking or taking leave (paid or unpaid) or other paid time off once they arrive home.

Section G. Miscellaneous Procedures/Policies

1. If a Union Official is on a previously scheduled and approved telework day, the official may perform their representational duties, so long as they have obtained supervisory approval to use Official Time under Article 47.
2. Eligible employees are normally expected to procure and provide internet service at their own expense. The Agency will provide authorized teleworkers, to the extent possible and budget permitting, with the appropriate hardware, software, and ancillary items needed to connect to the FAS network or other networks needed to perform their work duties. Such equipment will be for official use only and the Agency retains ownership.
3. Employees approved for telework must comply with all training, security, and disclosure provisions, including password protection and data encryption, so that the Privacy Act and other security standards are not compromised.
4. The Agency will follow Office of Personnel Management and Department guidelines for determining the official duty station for employees approved for telework.
5. Agency operations and employee performance shall not be diminished by the telework program as required by the Telework Enhancement Act of 2010. Management reserves its rights as it relates to making determinations regarding telework.
6. Rules and practices concerning work schedules; core hours; pay; procedures for requesting and approving compensatory time, credit hours, and leave; and other personnel issues shall be applied equitably to telework and non-telework employees and shall be applied in a manner consistent with the terms of this Article and Agreement. Employees are required to code their telework time into the time and attendance system.
7. Employees approved for telework are covered by the Federal Employees Compensation Act (FECA) and may qualify for payment if injured in the course of performing official duties at the alternative work site. The FECA, 5 USC Chapter 81, provides compensation benefits to federal employees for work-related injuries or illnesses and to their surviving dependents if a work-related injury results in the employee's death. FECA is administered by the Department of Labor, Office of Workers' Compensation Programs (OWCP).

basis to ensure that all information is accurate and up to date and to ensure the agreement is still appropriate, taking into consideration the duties of the position and mission requirements.

8. Telework agreements may be reviewed and/or modified at any time in response to a supervisor's or employee's request. The telework agreement may be changed or terminated by either management or by the employee with a minimum of two weeks advance written notification, except in emergency situations and for documented misconduct.
9. Management reserves the right to require employees in the local commuting area to return to the official duty location on scheduled telework days based on operational requirements. Except in cases of emergency, unknown, or unanticipated needs on the part of the requesting official, employees shall normally be given no less than 2 working days' notice. In these situations, employees may, with supervisory approval, be permitted to telework on a previously scheduled in-office day.
10. Employee performance for teleworkers will be evaluated fairly and equitably using elements and standards developed under the same Agency's performance management program that covers workers at traditional office/duty locations. Telework will not be counted as a factor to adversely affect employees with regard to work assignments, periodic appraisal of job performance, awards, recognition, training and developmental opportunities, promotions and retention incentives.

Section F. Unscheduled and Emergency Telework

1. OPM or Agency authorized officials may announce emergency operating status guidance allowing for unscheduled or required telework beyond that outlined in the OPM early dismissal guidance for weather events.
2. The Agency may order employees to evacuate from their worksite and perform work from their home, or an alternative location, during a public health crisis or other emergency without regard to whether the employee has a Telework agreement in place. Departmental and Mission Area, agency, or staff office COOPs should be followed.
3. Teleworkers generally are ineligible for weather and safety leave when a closure is announced, except in rare circumstances:
 - a. Weather and safety leave may be granted to a telework-ready employee who, in the Agency's judgment, could not have reasonably anticipated the severe weather or other emergency condition so did not take home needed equipment or work.
 - b. Weather and safety leave may be granted to a telework-ready employee who is prevented from safely working at the alternate site because of the severe weather or other emergency event (e.g., electrical power or broadband outage, fire, flooding or heating and cooling failures). In this case, the home or other approved telework site is also affected in such

8. Telework should be considered, when appropriate, for reasonable accommodation requests for employees with a disability or for accommodation of religious beliefs.
9. Employees may file a grievance or complaint regarding any alleged violation concerning matters covered by this Article. Such grievances or complaints shall be filed pursuant to Articles 28 (Prohibited Personnel Practices), 38 (Equal Employment Opportunity) or Article 41 (Grievance Procedures). Appeals of the following are governed by Article 41 of this Agreement.
 - a. Denial of an employee's requested telework schedule, as documented by the submission of a Telework agreement form.
 - b. Involuntary termination of an existing Telework agreement, not related to ineligibility requirements.



***FOREIGN AGRICULTURAL SERVICE
(FAS)***

NEGOTIATED AGREEMENT ON TELEWORK
**None (Foreign Service Officers overseas at Post follow whatever the
State Department security allows for that Post/Country)**

FAS and American Foreign Service Association (AFSA)



Food and Nutrition Service (FNS)

NEGOTIATED AGREEMENT ON TELEWORK

The following is an excerpt of the National Agreement between FNS and the National Treasury Employees Union (NTEU) CBA:

The excerpt applies to the following:

- *NTEU, Chapter 226, Headquarters, Washington, D.C. (BUS 2310)*
- *NTEU, Chapter 227, Western Region, San Francisco, CA. (BUS 2312)*
- *NTEU, Chapter 237, Midwest Region, Chicago, IL. (BUS 2313)*
- *NTEU, Chapter 240, Mountain Plains Region, Denver, CO. (BUS 2314)*
- *NTEU, Chapter 255, Northeast Region, Boston, MA. (BUS 2315)*
- *NTEU, Chapter 265, Southwest Region, Dallas, TX. (BUS 2319)*
- *NTEU, Chapter 268, Southeast Region, Atlanta, GA. (BUS 2320)*

Date of Negotiated Agreement: August 31, 2022

ARTICLE 20 TELEWORK & REMOTE WORK ARRANGEMENTS

Section 20.01. General

- 1) Telework and Remote work will be in accordance with applicable law, Departmental Regulation (DR) 4080-811-002 dated November 22, 2021 (hereafter referenced as the DR) and this Agreement. For easy reference, Departmental Regulation 4080-811-002 has been attached as Appendix A to this Agreement.
- 2) Prior to providing NTEU represented employees with their individual position designations, the Agency will provide NTEU with a list of position designations and a 5-calendar day opportunity to comment.
- 3) Definitions:
 - a) **Telework:** A work arrangement in which an employee performs and completes official duties and responsibilities from an alternate worksite. Telework may be authorized for an entire duty day or a portion of one. Telework does not include the following:
 - i) Work performed while on official travel status;
 - ii) Work performed while commuting to or from work;
 - iii) Remote work; or
 - iv) Mobile work (defined in Appendix B of the DR).
 - b) **Remote Work:** A workforce flexibility arrangement under which an employee is scheduled to perform work within or outside the local commuting area of their mission area, Agency, or staff office's worksite, and is not required to report to the mission area, Agency, or staff office worksite on a regular and recurring basis.
- 4) The Parties recognize that the use of telework has the potential to improve productivity and morale, improve employee engagement, maintain talent, and to provide the public with greater service. FNS and NTEU jointly recognize the mutual benefits of a flexible workplace program to the Agency and its employees. Balancing work and family responsibilities and meeting environmental, financial, and commuting concerns are among its advantages. Telework or remote work shall not be used to accommodate an employee's needs as a care provider, though it may, however, reduce the number of hours of care necessary due to time saved from not having to commute. In recognizing these benefits, both parties also acknowledge the needs of FNS to accomplish its mission. While FNS employees are presumed eligible for telework, the use of telework and remote work are not entitlements. Telework and remote agreements may be approved when an employee meets the criteria for eligibility established under the DR and this Article.

Section 20.02. Eligibility for Telework

- 1) Pursuant to the DR, the Employer shall provide each employee with notice regarding their position's eligibility for remote work and telework and will notify employees of any changes in their eligibility.

- a) An employee will be eligible to telework up to eight (8) days in a pay period in accordance with Section 4 of the DR.
- b) An employee will be eligible for Remote Work in accordance with Section 6 of the DR.

Section 20.03. Requests for Telework and Remote Work

1) Telework:

- a) A telework-eligible employee who desires to telework must submit a request with all necessary requirements to their supervisor through a proposed Telework Agreement utilizing an AD 3018. Employees may submit a request to participate in telework at any time.
- b) The supervisor may approve an eligible employee's request for telework if they meet the requirements in Section 4 of the DR. (Note: Employees have no authorization, and supervisors may not approve employee's requests to telework from a foreign location without approval from USDA and the Department of State (see Section 10 of the DR)).

2) Remote Work:

- a) A remote work eligible employee who desires to enter into a remote work agreement must submit a request with all necessary requirements to their supervisor utilizing a proposed Remote Work Agreement. Employees may submit a request to participate in remote work at any time.
- b) The supervisor may approve an eligible employee's request for remote work if they meet the requirements in Section 6 of the DR. (Note: Employees have no authorization, and supervisors may not approve employee's requests to remote work from a foreign location without approval from USDA and the Department of State (see Section 10 of the DR)).
- c) Generally, and as determined by the Agency, employees may be considered eligible for a remote work arrangement if their position has been designated remote work eligible. However, on a case-by-case basis, the Agency may deny a requested remote work arrangement. In considering whether to approve or deny an employee's request for a remote work arrangement the Agency, at a minimum, will consider:
 - i) If the employee's duties can be performed at the remote location;
 - ii) The amount of time required each week to participate in other aspects of the work unit operations such as training, meetings, or collaboration, including collaboration with stakeholders that cannot be conducted virtually;
 - iii) The type and frequency of travel associated with the position;
 - iv) Any requirement for accessing classified information; and
 - v) Budget, business, and operational needs of the Agency.
- d) However, as with telework, an employee becomes permanently ineligible for a remote work arrangement if they have been formally disciplined for either:

- i) A violation of Subpart G, Misuse of Position, of the Standards for Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computing device to include cell phones and tablets or while performing official, Federal Government duties; or
- ii) Absence without leave (AWOL) for 5 or more days in any calendar year.

Section 20.04. Telework Agreements

- 1) **Telework** – All teleworkers must have a current, written Telework Agreement, including those employees desiring to telework on an ad hoc or episodic bases. Variances in the telework schedule as contained in the Telework Agreement are expected but are subject to supervisory approval. Requests for and approval of variances in the regular telework schedule will normally be in writing and may be communicated via e-mail. Upon approval of a request for telework and completion of the required training, the employee and the supervisor will sign an AD 3018 Telework Agreement in accordance with the procedures outlined in this Section and in the DR and this Article.
- 2) **Remote Work** – All remote workers must have a signed remote work agreement. Upon approval of a request for remote work and completion of the required training, the employee and the supervisor will sign the remote work agreement, in accordance with the procedures outlined in the DR and this Article.
 - a) Remote work arrangement may result in a change in the employee’s duty station in accordance with 5 CFR Part 531.605(d)(1). In the event such change is required under federal rules and regulations, the Employer will document it via a Notification of Personnel Action (Standard Form 50). The Employer will provide the employee with a copy of the completed Standard Form 50 in their electronic official personnel folder.
- 3) The following procedures apply to Telework and Remote Work Agreements:
 - a) As required by the DR and Agency guidance, employees must complete all mandatory training. Employees are authorized up to three (3) hours to complete required and recommended training during their workday
 - b) Supervisors will retain a copy of each executed Telework and Remote Work Agreement for their files and provide copies to the employee. Employees are encouraged to provide a copy to their Union Chapter President.
 - c) If there is a change in position, or if a change in the terms of the agreement articulated in 3(b), such change will require a new or updated telework and/or remote work agreement to be completed.

Section 20.05. Time Frames and Procedures for Review of Telework Requests

- 1) Upon receipt of a request for telework, the supervisor and the employee will meet to discuss and review the request. The supervisor’s decision is to be provided to the employee within

ten (10) workdays of the submission of the request. This timeframe may be extended by mutual agreement of the employee and supervisor.

- 2) If disapproved, the employee will be advised in writing with the reason(s) for disapproval. If the disapproval subsequently becomes the subject of arbitration, the parties will clarify all the issues in accordance with Article 51, of the National Agreement. The Union may file a grievance which is eligible for expedited arbitration in accordance with Articles 50 and 51.
- 3) If a request is approved, the specifications of the arrangement will be agreed upon, reduced to writing, and signed by both the supervisor and the employee. Unless otherwise agreed, the employee may begin working at the telework or remote work location starting with the next pay period following approval.

Section 20.06. Other Considerations for Approval of Telework or Remote Work Requests

- 1) The Parties recognize that the approval or disapproval of a telework or remote work agreement is a Management right. Accordingly, all telework, and remote work arrangements are subject to prior supervisory approval in accordance with the DR
- 2) Once a telework request is approved, the Employer reserves the right to make changes in an employee's telework schedule, if it is determined that a change in an employee's telework schedule is necessary for the Employer to accomplish its work. In such event the Employer will follow the procedures set forth in the DR and this Article.

Section 20.07. Telework and Remote Work Operating Principles

- 1) The governing rules, regulations, and policies concerning time and attendance, overtime and leave are unchanged by participation in telework or remote work. Employees will not perform overtime or night work, or earn credit hours, without advance supervisory approval. The provisions for employee breaks addressed in Article 19 continue to apply.
- 2) Injuries that arise in the performance of duty at the approved telework or remote work location are subject to the Federal Employees' Compensation Act.
- 3) Equipment and Work Environment:
 - a) All telework and remote work employees are required to utilize Government Furnished Equipment (GFE), to include peripherals, for official use and authorized purposes only. Participating employees must protect GFE and information, and to use equipment and information only for official government purposes as described in this Agreement and in accordance with procedures established in the Federal Information Resources Management Regulation and related regulations and policies. Budget permitting, the Employer agrees to provide, service, and maintain all approved government furnished equipment and peripherals as necessary for telework and remote workers to fulfill their employment duties and responsibilities.
 - b) The Employer is not responsible for operating costs, home maintenance, or any other

incidental costs to the employee (e.g., utilities, or internet costs). Employees on telework and remote work will be provided reasonable and necessary supplies such as paper, ink, toner, etc. for supervisor approved government furnished peripherals. Employees should follow appropriate Agency request procedures to procure office supplies. Incremental utility costs associated with working at an alternate worksite location will not be paid by the Employer. Potential savings to the employee resulting from reduced commuting, meals, etc. may offset any incidental increase in utility expenses. Exceptions apply only where the personal expense directly benefits the Government, e.g., business related long distance or toll calls on the employee's personal phone where alternatives are not made available. Costs associated with the copying of work-related materials, fax charges, express mail, etc., require prior approval and will be reimbursed according to Agency procedures. Employees participating in the telework program should complete duties such as these while at the official duty station, to the extent possible.

- c) The use of GFE for unauthorized official international travel overseas (outside the Continental United States (OCONUS and US Territories)) is considered high risk to the USDA and is not allowed. All telework and remote work employees will comply with the USDA policy for international travel. The Parties agree that USDA furnished mobile devices and removable media that is used domestically shall not be used while on international travel, unless the Employer has documented approval for the use of this equipment. When USDA authorizes such use, the Employer will provide a loaner or burner client device.
- d) For scheduled outages, patches or updates, employees will normally be given a minimum of twenty-four (24) hours' advance notice regarding Management service or maintenance of government-owned property. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise. The employee is also responsible for returning Agency-owned equipment to a designated location when any maintenance or repair is required.
 - i) In accordance with DR 3580-004 and FNS 160-4, personally owned devices and third party-controlled devices are prohibited from storing or downloading personally identifiable information (PII).
 - ii) In alignment with USDA and FNS privacy policies, employees must appropriately safeguard personally identifiable information (PII) and report suspected PII breaches as outlined in DR 3505-005, Cybersecurity Incident Management.
 - iii) Employees must comply with the policies outlines in DR 3515-002, which require that employees safeguard PII information from unauthorized disclosure and immediately report damaged, lost, or stolen USDA PII data to the Departments security incident response team as defined in the USDA Incident Response Plan (IRP).
 - iv) Employees must manage and safeguard all USDA records in accordance with National Archives and Records Administration (NARA), USDA, and FNS records management regulations, and policies outlined in Federal Records Act 44 USC § 3301-3314; Federal Records Act 44 USC § 3105; 36 CFR Chapter 12; Presidential Memorandum M19-21; 5 USC § 552; DR 3090-001; DR 3080-001; DR 3099-001; and FNS Instruction 270-1.

- 4) Teleworking and remote work employees must be available and accessible to supervisors, co-workers, and customers at all duty times while performing work at an alternate worksite location. Employees must ensure that incoming calls, voicemails, and emails are handled seamlessly with the same expectations as if they were on-site. Similarly, an employee who teleworks or works remotely will have their work and conduct evaluated the same as employees at the traditional worksite. A supervisor's official relationship with, authority over, and accountability for an employee participating in the Employer's telework or remote work program is no different than their relationship with, authority over, and accountability for employees who are not participating in the telework or remote work program as required by the DR.
- 5) The Employer may require all employees to use a standard set of collaboration tools. These may include, but are not limited to, Microsoft Teams or equivalent instant messaging software, online project management collaboration tools, and conferencing software such as Adobe Connect, Go to Meeting, Zoom, Skype, etc. in order to facilitate communication between locations. The Employer also recognizes that an employee may not always be available to use the collaboration tools for virtual meetings when telework or remote working for issues beyond an employee's control such as, but not limited to, technical issues, power outages, or internet connectivity issues.

The Employer agrees that the purpose of employees using collaboration tools is to perform work duties, complete the Agency mission, and to facilitate more efficient communication for employees who telework and remote work. Except in instances of suspected misconduct, such tools will not be used to store or track employee attendance, location, or work hours.

- 6) If, due to circumstances beyond an employee's control, the employee is unable to work at their telework location, the employee must contact their supervisor to request appropriate leave. When the inability to work arises as a result of a problem at the telework location, the employee must contact their supervisor in a timely manner, typically within thirty (30) minutes absent situations beyond the control of the employee, to request appropriate leave or return to the office.

7) Telework Recall Procedures

- a) Employees participating in telework programs must be accessible and available for recall to their regular offices for work needs that cannot be performed at the alternate worksite location. Examples include training, employee days, special meetings, new work requirements, emergencies, or other business needs of the Employer. These examples are for illustrative purposes and are not meant to be exhaustive.
- b) Management will take full advantage of existing technology to minimize recall.
- c) The Agency will generally provide recalled employees with at least one (1) day of advance notice, except where the employee will be required to travel a significant distance, in which case the Employer will provide notice as far in advance as feasible in light of business needs and commuting challenges.

- d) If an employee is recalled on the same day they are teleworking, travel time to the office is considered duty time. However, in such a situation, travel back home is not considered duty time.
 - e) In the event an employee is recalled to the office on their telework day, the employee will be provided a mutually agreeable equivalent replacement time during which to telework within the pay period, to the extent practicable.
 - f) In situations where the employee is given notice before the recall day, travel to and from the office is not considered duty time.
- 8) If the Employer seeks to modify or terminate an employee's Telework Agreement, the following procedures apply:
- a) The Employer will provide appropriate advance notice of the modification or termination of any agreement to the extent practicable. The notice period will be at least ten (10) workdays in accordance with 5(b) of the DR; and
 - b) Normally, the Employer will provide the employee with a Notice of Termination, in writing, indicating the reason(s) for termination of the Telework Agreement. Employees may provide a copy to their Union Chapter President.
 - c) Termination of an employee's Telework Agreement does not prevent them from reapplying when they once again meet the criteria for telework.
- 9) Grievability: Employer's decisions on telework and remote work participation, recall and modification or termination of Telework Agreements are grievable. Decisions on requested variations in Telework Agreements are not grievable. However, if the employee alleges that a decision regarding a request for such variation is a prohibited personnel practice, the matter is grievable (see Article 50).
- 10) For employees who are approved to be on telework or remote work, the employee will have the option of selecting from work schedules offered in Article 19 of this Agreement.
- 11) Issue Resolution: Agency Managers and Union officials are encouraged to establish creative approaches to provide information and resolve problems regarding telework and/or remote work. Such approaches could include the local Labor-Management Relations Council (LMRC), joint task forces, joint committees, designated technical advisors, etc. Where there are disputes over participation, modification, recall or termination of a formal telework or remote work arrangements, the parties encourage Agency and Union officials to develop alternate dispute resolution methods to resolve such issues.
- 12) Employees scheduled to telework on a Federal holiday may not change their schedule to substitute an "in the office" day for the telework day unless their supervisor grants approval.

Section 20.08. Telework Information

To the extent that the Employer tracks and can report the following information, FNS will

provide each Union Chapter President with a telework summary report containing the following information: employee's name; employee's grade; employee's series; employee's division and/or program; the date of the employee's request for telework; the date of approval or denial and reason(s) for any denials; the number of telework days requested; the number of telework days granted; the date of notice of any managerial terminations of telework and the reason(s) for such terminations. These reports will be distributed to NTEU Chapter Presidents on a semi-annual basis.

Section 20.09. Permanent Office Closures or Space Issues

In the event of an office closure or reduction in space, the Employer may permit employees affected by such office closure to enter into a remote work agreement. Employees will be required to execute a Remote Work Agreement consistent with their approved tour of duty forms, the DR, and this Agreement.

Section 20.10. Inclement Weather, Hazardous Conditions or Other Safety Conditions

- 1) Except in rare circumstances teleworkers and remote workers generally are ineligible for weather and safety leave and are expected to remain in duty status when an office closure is announced. Exceptions to this requirement are found in Section 5 (b)(4) of the DR and further described in Article 27 of this Agreement.
- 2) The Employer may require any employee who has a telework or remote work agreement to work during inclement weather, hazardous conditions, or other emergency so long as the condition does not prevent the employee from safely performing the duties at the telework or remote work location.
- 3) The Employer will make reasonable efforts to approve voluntary requests made in anticipation of an inclement weather, hazardous, or emergency condition for employees who have work that can be performed at a telework location. Such approved telework will not count against the employee's maximum number of hours permitted under their telework agreement.
- 4) When the office is closed due to an inclement weather, hazardous, or emergency condition, telework-ready employees who perform unscheduled telework and who do not have sufficient work to fill their full tour of duty shall contact their supervisor who will provide direction on what tasks, assignments, trainings, etc. that the employee can do during the remainder of their tour of duty.
- 5) Employees who are required to work unscheduled telework will not have their previous scheduled telework days changed or cancelled.
- 6) Employees on scheduled annual leave or sick leave, or who have a regular day off on a day of an office closure under this section, are expected to remain in their scheduled status. However, such employees with approved Telework agreements may choose to telework and cancel their previously scheduled leave.



Food and Nutrition Service (FNS)

NEGOTIATED AGREEMENT ON TELEWORK

None (CBA indicates to follow the DR)

FNS Mid-Atlantic Region and AFGE Local 2735

Date of Negotiated Agreement: January 1, 2022



***FARM PRODUCTION AND
CONSERVATION BUSINESS CENTER***

FARM SERVICE AGENCY

**NEGOTIATED AGREEMENT ON TELEWORK
(CBA Excerpt)**

FPAC-BC, FSA-Kansas City and NTEU Chapter 264

April 17, 2018

ARTICLE 57: TELEWORK

Section A. General

The Employer fully supports and promotes the use of telework, up to the maximum extent appropriate, for and by eligible employees. Telework should be used as a strategic tool for attracting a diverse pool of potential applicants, qualified candidates, and for retaining valued employees. The appropriateness of the type/category and amount of telework suitable for eligible employees is a determination reserved for the Employer.

1. Telework is a voluntary program that permits employees to work at approved alternative worksites utilizing government issued equipment.
2. Any provision of this article, except the necessity for a telework agreement, may be waived or modified for an employee with an illness or disability. If an employee requests a waiver of any provisions of this Article, his/her telework arrangements will be negotiated on a case-by-case basis.
3. The resources available to support an all-inclusive telework program are subject to the Employer's right to determine its budget (reference 5 USC 7106), and may limit the scope of this program. The Employer will pursue obtaining sufficient equipment to allow for full employee participation in telework. In compliance with the Departmental Regulations (DR) 4080-811-002 (January 30, 2014) excess personal property (computers, laptops, printers, and fax machines) will be earmarked for telework programs prior to being recorded as excess. Any equipment used for telework, must be supported by the Employer.
4. Definitions:

Ad hoc Telework: Telework that occurs on an irregular, non-scheduled basis.

Alternative Worksite: Authorized worksite locations, other than the ODS, that satisfy all requisite federal health and safety laws, rules and regulations pertaining to the workplace, where an employee performs their official duties while teleworking. Supervisors may authorize telework from a number of alternative worksites. Temporary authorizations or changes in the location of designated alternative worksites do not require a new Telework Agreement.

- a. Primary Alternative Worksite. The approved location where the employee normally teleworks.
- b. Secondary Alternative Worksite(s). Any approved worksite(s) other than the primary alternative worksite.

Basic Work Requirement (daily): the number of hours, excluding overtime hours, an employee must work or otherwise account for by leave, credit hours, holiday hours, excused absence, compensatory time off, or time off as an award (see Article 6).

Emergency Situation: An event, incident, or circumstance that interrupts or may compromise normal daily operations at, or travel to/from, an official or alternative worksite. This may include issues of national security, extended emergencies, inclement weather, travel conditions, civil disruptions, public health emergencies, power outages, or other unique situations which result in an official announcement of an operating status authorizing unscheduled telework.

Employee Telework Classifications:

- Ad hoc Teleworker: Employee with an approved telework agreement authorizing telework on an irregular, non-scheduled basis.
- Core Teleworker: Employee with an approved telework agreement authorizing telework on routine, scheduled days.
- Non-teleworker: An employee without an approved telework agreement.
- Telework-ready Employee: All eligible employees with an approved telework agreement who are prepared and equipped to telework. If unable to telework, use of paid or unpaid leave may be requested.
- Unprepared Teleworker: Ad hoc and Core teleworkers not prepared to telework when the Employer authorizes unscheduled telework.

Short-Term Change: A temporary authorized change to the telework arrangement of 60 days or less. Such change will not require a change of the telework agreement or ODS. Examples of short-term changes include, but are not limited to:

- A work assignment wherein efficiencies are gained by the employee temporarily working additional or fewer telework days;
- An emergency, weather event or other unscheduled telework that alters the employee's normal telework schedule;
- Employer directed training;
- Employer directed travel;
- Medical related needs;
- Short term Reasonable Accommodation.

A short-term change may require an employee to:

- Telework more days (up to the full pay period), fewer days, or not at all; and
- Report to the ODS more or less than scheduled.

Telework Agreement: A written document (includes electronic format), submitted by the employee, that outlines the terms and conditions, the category type and frequency of the telework arrangement, and subsequently approved by the supervisor.

Unscheduled Telework: Telework that is authorized or required in response to mission requirements, inclement weather or emergency situations.

Section B. Position Identification

1. The Employer and the Union recognize that there may be differences inherent to the nature of the duties and responsibilities of each position.
2. Positions may be identified as ineligible for telework if the duties of the position do not include any portable or administrative work that can be accomplished at an alternative worksite and require a physical presence, access to specialized equipment located at the ODS, or the handling of classified materials.

Section C. Participation

1. Participation in the telework program is voluntary and it is not an employee entitlement. However, after voluntarily entering into a telework agreement, an employee may be required to telework on unscheduled days.
2. All eligible employees requesting authorization to telework must enter into a telework agreement. Requests and supporting documentation for telework may be submitted at any time to the employee's immediate supervisor.
3. Teleworking employees can participate in the variable week schedule, and must sign in and out in accordance with Article 6.
4. Employees are responsible for personal operating costs, site maintenance, and other incidental costs (e.g., utilities) associated with the use of the alternative worksite; except, as provided for in this agreement. The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Employer as provided for by law and regulations.
5. Teleworking employees are covered under the Federal Employees Compensation Act if injured in the course of performing official duties at the alternative worksite.
6. The Employer will not be held liable for damages to the employee's personal or real property during the performance of official duties or while using Employer equipment

at the alternative worksite; except, to the extent the Employer is held liable under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claim Act.

Section D. Employee Qualifications

1. Eligibility. All employees, regardless of tenure, grade, job series or title are presumed eligible for telework.
2. Suitability. An employee suitable for telework is an employee who has demonstrated personal characteristics and qualifications that are well suited to telework, as determined by the supervisor, including at a minimum:
 - a. Demonstrated dependability and the ability to handle responsibility;
 - b. A proven record of high personal motivation;
 - c. The ability to prioritize work effectively and utilize good time management skills; and
 - d. A proven or expected minimum performance rating of "Fully Successful", or equivalent.

The Employer may make exceptions to these provisions on a case-by-case basis.

3. Permanent Ineligibility. An employee is permanently ineligible for telework if the employee has been officially disciplined, as filed in the employee's OPF or e-OPF, for:
 - a. viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; or
 - b. being absent without permission for more than five (5) days in any calendar year.

If an employee is determined to be permanently ineligible pursuant to this Section D.3, any existing telework agreement may be immediately terminated. If the determination of permanent ineligibility is overturned via an appeals process, the employee will be deemed telework eligible and allowed to resume his/her telework schedule.

4. Denial of Telework. The Employer will not unreasonably deny an employee's telework request. Telework may be denied to ensure adequate on-site staffing at the duty station. If an employee's application is denied, the Employer will state the reasons for the denial in the employee's written notification.

Section E. Telework Agreement

1. The employee's telework agreement must be signed or acknowledged by the employee and approved by the supervisor. A copy or report of approved, denied and/or terminated telework agreements will be provided to the Union upon request.
2. A short-term change to a telework arrangement for medical or personal reasons does not require a new agreement. A permanent change requires a new agreement. All short-term or permanent changes require supervisory approval. Upon request, short term changes of more than 10 workdays will be communicated to the employee in writing.
3. Telework applicants and telework approved employees agree to:
 - a. complete telework training prior to executing a telework agreement.
 - b. report on work activities planned, assignments accomplished, and materials removed from the official worksite, if directed to do so by their supervisor.
 - c. abide by the Employer's standards of conduct while in telework status.
 - d. be as available to the Employer, co-workers and customers by phone, E-mail, voice mail, instant messaging or other communications media during their scheduled daily tour of duty as when working at the ODS. Whenever feasible, teleworking employees must forward their office telephone number to the alternative worksite on days they are teleworking. If an employee's work number cannot be forwarded, the employee must place a voicemail greeting on their office phone to include the telephone number where they can be reached when teleworking.
 - e. permit the Employer to publish, or otherwise make available, the employee's alternative worksite business telephone/fax number and e-mail address. Publication will be limited to official listings wherein other employee information is typically made available.
 - f. allow the Employer to contact them at any time they are on duty at their alternative worksite.
 - g. telework (telework-ready employees) on scheduled or unscheduled days:
 - (1) if the office is closed; or
 - (2) in temporary or emergency situations;except, when the emergency impacts the alternate worksite (see Section H), preventing the employee from working.

- h. be utilized as emergency or mission critical employees at the discretion of the employer.
- i. adopt a proactive approach to ensuring safe alternative worksites and safe work habits.
- j. return all government equipment:
 - (1) within ten workdays of completing or terminating a telework agreement if such equipment is not necessary to perform their duties at the ODS, or
 - (2) prior to separation from the agency.

Failure to do so may subject the employee to disciplinary action.

- k. ensure that government-owned property is used only for authorized purposes. Reasonable care should be used in operating all equipment. The employee is responsible for requesting government-owned or furnished equipment, supplies, and services.
- l. comply with current Federal statutes, Departmental regulations, and FSA policy establishing information security and protection responsibilities and protect all government records and data against unauthorized disclosure, access, mutilation, obliteration and destruction.
- m. make arrangements for dependent care, as necessary, to ensure an uninterrupted tour of duty. On-site children under age ten will require a caretaker/supervision other than the employee.
- n. use a government issued cellular telephone, telephone card, or software when making official long-distance telephone calls from the alternative worksite. In an emergency (e.g. loss of card), employees may be reimbursed for business calls when such calls are required to complete a work assignment.
- o. be seated at the ODS pursuant to Article 54 of this Agreement.

Section F. Program Administration

The parties agree the following conditions apply to telework:

- 1. Priority distribution of telework equipment will be commensurate with the Employer's mission related requirements and security plans. Consideration will be given to the type of equipment the employee needs to accomplish their work. In the event of

limited equipment, distribution will be determined by the earliest Service Computation Date (SCD).

2. When multiple incompatible requests for the same telework day(s) are submitted, the employee with the earliest Service Computation Date (SCD) will get their preference.
3. Employees approved to telework may telework a minimum of one day per week. There is no maximum number of days an employee may telework per week; however, teleworking employees must be scheduled to report to the duty station a minimum of three days per pay period. Also, employees may telework on an ad hoc basis with an approved telework agreement.
4. The Employer has the right, normally with one day notice, to direct employees to report to their ODS on scheduled telework days based on operational requirements. The teleworker may request to telework on an alternate day when they are required to report to the ODS on a regular scheduled telework day.

If, prior to signing in for the day, sufficient notice is given to permit the employee to travel to the ODS and arrive prior to the beginning of core time, time spent commuting will not be considered hours of work. When notice to report to the ODS is given after an employee commences work at the alternative worksite, time spent commuting will be considered hours of work.

Mileage to and from the alternative worksite will not be compensated.

5. At the Employers discretion, employees may switch or change their telework day with one day notice.
6. In accordance with the procedures set forth in Article 48, Official time and Union Representatives, employees who have been designated as representatives may use official time, bank time and perform representational duties on behalf of the Union while teleworking. However, Union representatives will not travel on Union related business on official time or bank time, or meet with employees, or other Union representatives, in person while teleworking, except as otherwise provided for in this Agreement.
7. Upon appropriate notice, normally 24 hours and while the employee is on duty, management officials have the right to visit the employee to ensure compliance with their telework agreement (to inspect the home or alternate worksite to ensure that the proposed work space is adequate). The employee may have a Union representative present for a management official's visit (the Union representative is not entitled to mileage).
8. If an employee teleworks because the ODS is closed or they are allowed unscheduled telework, the employee will not be obligated to report to the ODS on an alternate or

“make-up” day, unless there is a business-related need requiring the employee’s presence at the ODS.

Section G. Alternative Worksite Provisions

1. Subject to the Employer’s right to determine its budget (reference 5 USC 7106), the Employer will make a good faith effort to provide/install equipment, supplies and services required for employees to participate in teleworking and to perform their duties at an alternative worksite. The government retains ownership and control of all such property. The government will not provide office furnishings such as, but not limited to; desks, chairs, bookcases, file cabinets, credenzas, etc.
2. The employee must provide adequate workspace, lighting, telephone service, power, high-speed internet connectivity (including satellite), and operating smoke alarms.
3. The employee will be required to identify the specific locations of the work area at the primary and all approved secondary alternative worksite(s). The Employer may deny secondary alternative worksites outside of the normal commuting area.
4. The servicing and maintenance of government owned equipment is the responsibility of the Employer.
5. Employees are responsible for compliance with local zoning ordinances and community association rules regarding home offices. The Government/Employer will not be liable for pursuing or obtaining any applicable licenses.

Section H. Emergency Situations

An emergency situation is an event, incident, or circumstance that interrupts or may compromise normal daily operations at, or travel to/from, an official or alternative worksite. This may include issues of national security, extended emergencies, inclement weather, travel conditions, civil disruptions, public health emergencies, power outages, or other unique situations which result in an official announcement of an operating status authorizing unscheduled telework. When the use of unscheduled telework is authorized, telework-ready employees must notify their supervisor of their intent to participate.

1. Office Closure. If the Employer *closes* the ODS due to an emergency situation, employees scheduled to telework and telework-ready employees will be expected to complete their basic work requirement; except, when the emergency’s impact on the alternate worksite prevents the employee from working.
2. Unanticipated Emergency Situations Occurring Prior to the Regular Workday and the ODS is *open*:

- a. Scheduled Core and Ad Hoc Teleworkers. Employees scheduled to telework will be expected to complete their basic work requirement.
 - b. Telework-ready Employees. If unscheduled telework is authorized, telework-ready employees may choose to complete their basic work requirement at their alternative worksite in lieu of coming to the ODS.
3. Unanticipated Emergency Situations Occurring During the Workday. If the Employer announces that employees at the ODS will be dismissed early:
 - a. Scheduled Core and Ad Hoc Teleworkers. Teleworking employees will be expected to complete their basic work requirement.
 - b. Telework-ready Employees. If the early dismissal is for **one hour or more** of their basic work requirement, onsite telework-ready employees may:
 - (1) be directed to complete their basic work requirement at their alternative worksite;
 - (2) request to complete their basic work requirement at their alternative worksite;
 - (3) pursuant to b.(1) or b.(2), be directed/authorized by their supervisor to depart the ODS, prior to the early dismissal time, to commute to their alternative worksite to complete their basic work requirement.
 - c. If a telework-ready employee is directed, or requests to complete their basic work requirement at their alternative worksite, the normal commuting time will not count towards the fulfillment of their basic work requirement. However, excessive commuting time caused by the emergency situation will count towards the employee's basic work requirement (See Article 11.)
4. Potential for Emergency Situations. If the Employer determines there is a potential emergency situation developing (e.g. unfavorable weather forecast), all scheduled teleworkers and telework-ready employees are expected to prepare to telework for the duration of the anticipated event.
5. If the alternative worksite is affected by an emergency that prevents the teleworking employee from working, but the ODS is not, the employee may be required to report to the ODS or to request leave. At the discretion of the Employer, the Employee may be granted an excused absence depending on the circumstances.
6. If both the ODS and alternative worksite are affected by an emergency that prevents the employee from working, or employees are otherwise dismissed early, the employee may, at the discretion of the Employer, be granted an excused absence.

Section I. Termination of Telework Agreement

This Section I. does not apply to employees determined to be permanently ineligible to telework pursuant to Section D.3 of this Article.

1. General. An employee's telework arrangement may be terminated by either management or by the employee; by giving a two-week advance written notice except in emergency situations.
2. Termination by the Employer. An employee's teleworking arrangement may be terminated by management if one of the following occurs:
 - performance or productivity declines; or, if they received a less than fully successful annual performance rating within the past 12 months; such employee may remain ineligible to reapply for up to 12 months from the date of the documented annual performance rating
 - the employee fails to comply with the terms of this Article or their written agreement,
 - the employee is placed on a performance improvement plan (PIP) or sick leave restriction,
 - the employee is officially disciplined, or has an adverse action taken, as filed in the employee's OPF or e-OPF. If the action is due to conduct issues, the employee may remain ineligible for up to 12 months from the date the discipline or adverse action was effectuated, or
 - the arrangement no longer benefits the organization's needs.

Telework agreements will not be terminated in lieu of disciplinary or adverse actions.

3. Notice of Termination. The written notice of termination provided by management will include the specific reasons why the telework arrangement is being terminated. The termination of an employee's telework arrangement pursuant to this section is not a disciplinary action.
4. Reapplication. If the situation precipitating the termination of the employee's telework agreement is corrected, or improves significantly the employee may reapply to participate in telework utilizing the criteria established in this Article.
5. Reinstatement. If the situation precipitating the termination of the employee's telework agreement is overturned via an appeals process, the employee will be deemed telework eligible and allowed to resume his/her telework schedule.

Section J. General Contract Provisions

Grievances under this article will be handled according to Article 42. The parties agree that bargaining matters covered by this Agreement are not appropriate for further negotiation during the life of this Agreement, unless by mutual agreement (see Article 45.)



***FARM PRODUCTION AND
CONSERVATION BUSINESS CENTER***

**NEGOTIATED AGREEMENT ON TELEWORK
(Excerpt of CBA)**

FPAC-BC Fort Worth TX and AFGE Local 3839

May 18, 2020

ARTICLE 17 – TELEWORK

17.1 : GENERAL: Telework will be administered in accordance with federal regulations, laws, rules, policies, procedures, and practices including USDA Department Regulation_ [DR - 4080-811-002](#), Telework Program, as amended, and this Agreement.

17.2 : OFFICE COVERAGE: The teleworking employee will coordinate with their supervisor to ensure that there is adequate office coverage.

17.3 : PROTECTING INFORMATION AND EQUIPMENT: Employees are responsible for safekeeping Government materials, documents, and equipment in accordance with Departmental Regulation - [DR 4080-811-002](#) along with other laws, rules, regulations, policies, procedures, and practices, as amended.

ARTICLE 18 – INCLEMENT WEATHER

18.1 : GENERAL: The Agency shall administer weather and safety leave in accordance with applicable laws, rules, regulations, policies, procedures, practices, as amended.

18.2 : UNSCHEDULED LEAVE: Employees are reminded that they have the option to contact their supervisors and request unscheduled leave to remain at home or leave the office early if there is inclement weather and the office is open. Any reference here to the use of leave includes the use of annual leave, comp time/comp travel, credit hours, time off awards or any other type of paid time available to the employee.

If an employee arrives later than the delayed arrival time due to weather, they may flex their schedule, if possible, or use unscheduled leave to make up the difference.

18.3 : TELEWORK: When current and forecasted hazardous weather and road conditions exist in the local commuting area, the Agency recommends employees with approved telework agreements be telework-ready and take their laptops and sufficient work home to provide themselves with the most options during inclement weather.

- A. An employee must have a telework agreement (regular or ad hoc) in place to be permitted to telework during inclement weather.

- B. If inclement weather is forecast, employees with pre-approved telework agreements and who are telework-ready can request approval for unscheduled telework to avoid potentially hazardous road conditions or heavy traffic.

- C. When there is a decision for a delayed arrival, early dismissal or office closure, employees already scheduled to telework that day are expected to work their normal tour of duty at their telework sites. This applies to regular or unscheduled telework. No hazardous weather administrative leave will be granted for pre-scheduled telework. All other employees working at the office/duty station will be granted administrative leave.

- D. If the employee's duty station is closed, the employee is teleworking, and their alternative/telework site is also impacted due to adverse weather and/or power communication outages, the employee can be granted hazardous weather administrative leave in an amount sufficient to complete their scheduled day.

- E. If an employee is working at the duty station when an early dismissal is decided, the employee may, after approval from with their supervisor, choose to leave earlier than the dismissal time and make up the time difference teleworking up to 6:00 P.M. A change of work schedule form is not required. If an employee cannot or chooses not to make up the time difference, they must take leave for the entire time off. For example, a two (2) hour early dismissal is in effect. The employee's normal tour of duty ends at 4:00 P.M. making the early dismissal time 2:00 P.M. The employee decides to leave at 12:00 P.M. They telework from 2:00 P.M. - 4:00 P.M. to make up the difference and record 4:00 P.M. - 6:00 P.M. as "Weather and Safety Leave" on their Time & Attendance.

18.4 : LEAVE SITUATIONS: An employee with pre-approved leave prior to the inclement weather will remain on leave during delayed arrival, early dismissal or office closure situations. They will not be credited for the hazardous weather time.

- A. If an employee is working at the duty station prior to an early dismissal decision or when an early dismissal is decided, the employee may request unscheduled leave to depart earlier than the dismissal time using unscheduled leave. The employee will be charged leave for the entire time and not be credited with the hazardous weather administrative leave.
- B. If an employee planned to use sick leave on a day of a late arrival, early dismissal or office closure decision and the legal basis for that sick leave has been eliminated, the sick leave must be cancelled. For example, an employee is scheduled to use sick leave for a medical appointment and that medical appointment is cancelled. The employee may not remain on sick leave.
- C. If an employee is not telework-ready during times of inclement weather, the office is open, and the employee chooses not to come to the office, the employee must contact their supervisor and request unscheduled leave.
- D. Use Code 66 – “Weather and Safety Leave” or other required code in the automated time and attendance system (currently WebTA) to document the administrative leave for delayed arrival, office closure or early dismissal.



***FARM PRODUCTION AND
CONSERVATION BUSINESS CENTER***

FARM SERVICE AGENCY

RISK MANAGEMENT AGENCY

**NEGOTIATED AGREEMENT ON TELEWORK
(Standalone Agreement)**

***FPAC-BC, FSA, RMA, Washington DC and AFSCME
Local 3925***

March 23, 2022

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL3925
AND
USDA, FARM SERVICE AGENCY, FPAC BUSINESS CENTER, AND RISK
MANAGEMENT AGENCY, WASHINGTON, DC
REGARDING TELEWORK AND REMOTE WORK**

The American Federation of State, County and Municipal Employees, Local 3925 (AFSCME or Union) and the Farm Service Agency, Farm Production and Conservation-Business Center, and Risk Management Agency, Washington, DC (FSA, FPAC-BC, and RMA WDC or Agencies) (the Parties) hereby enter into this Memorandum of Understanding ("MOU").

Except as specifically stated herein, eligibility, procedures, and policy for Telework and Remote Work will be in accordance with DR 4080-811-002.

For the sole purpose of determining the bargaining unit status of remote employees represented by AFSCME Local 3925 for this MOU, the Washington D.C. Metropolitan area is defined as duty locations in the locality pay area (Washington -Baltimore -Arlington, DC-MD-VA-WV-PA) as established by the Office of Personnel Management (OPM).

Bargaining unit employees covered by this MOU are Headquarters employees who currently report to the Whitten Building, South Building, and George Washington Carver Center.

This MOU does not cover FSA State Office and County Office level employees in Maryland, Virginia, West Virginia, Pennsylvania, or any other States.

The Parties agree to comply with this MOU, subject to getting a Collective Bargaining Agreement negotiated on Article 14, Telework and Remote Work Programs.

This MOU will take effect upon Agency Head Review or on the thirtieth (30th) calendar day after execution, whichever comes first, and will terminate upon approval from the Agency Head Review of the new CBA.



***FARM PRODUCTION AND
CONSERVATION BUSINESS CENTER***

**NEGOTIATED AGREEMENT ON TELEWORK
(None – follows DR)**

FPAC-BC, St Louis MO and AFGE Local 3354



FOREST SERVICE

NEGOTIATED AGREEMENT ON TELEWORK (Standalone Agreement)

***Telework & Remote Work Programs MOU Between the
Forest Service and the NFFE – Forest Service Council
April 28, 2022***

TELEWORK AND REMOTE WORK PROGRAMS

MEMORANDUM of UNDERSTANDING

Between the Forest Service and the National Federation of Federal Employees – Forest Service Council

This MEMORANDUM OF UNDERSTANDING (MOU) is between the United States Department of Agriculture, Forest Service (Management), and the National Federation of Federal Employees, Forest Service Council (Union), hereafter referred to collectively as “the Parties.” This MOU is a Supplemental Agreement under Article 11 of the 2019 Master Agreement between the Parties, and it documents the Parties’ full and final agreement on the Forest Service Telework and Remote Work Programs.

The Parties agree:

1. IMPLEMENTATION OF USDA DEPARTMENTAL REGULATION

With this MOU, Management has met all bargaining obligations related to the implementation of USDA DR 4080-811-002 (dated November 22, 2021) (USDA DR). The Parties will follow the USDA DR and associated Frequently Asked Questions (FAQs) addressing Telework and Remote Work except as modified by the provisions of this MOU. Where there are conflicts between the USDA DR or FAQs and the MOU, the Parties will follow the MOU. Where this MOU is silent on a topic, the Parties will follow the USDA DR and the associated FAQs.

2. DEFINITIONS

The following definitions are taken from USDA DR 4080-811-002 and, in some instances, summarized as follows:

- a. **Alternate Worksite.** A work location, other than the official worksite, that satisfies all requisite Federal health and safety laws, rules, and regulations pertaining to the workplace, where an employee performs their official duties.
- b. **Official Duty Station/Official Worksite.** For the purposes of this MOU, the terms “Official Duty Station” and “Official Worksite” are synonymous. The official duty station is the management-approved location where employees regularly perform their official duties.
- c. **Routine Telework.** Regularly scheduled telework that occurs on a recurring basis and is part of an approved telework schedule.
- d. **Situational Telework** (also referred to as ad hoc, episodic, unscheduled, and intermittent). Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular, telework schedule.
- e. **Telework.** A work arrangement in which an employee performs and completes official duties and responsibilities from an alternate worksite. Telework may be authorized for an entire duty day or a portion of one. Telework does not include the following: work performed while on official travel status; work performed at another USDA office; work performed while commuting to or from work; remote work; or mobile work.
- f. **Unscheduled Telework.** Telework that is authorized in response to specific duty status announcements issued by Office of Personnel Management (OPM) or authorized USDA officials for use during period of inclement weather or other emergency situations, or with prior supervisory approval, telework used to maintain productivity during short-term disruptions to normal operating procedures.

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- g. Remote Work. A workforce flexibility arrangement under which an employee is scheduled to perform work within or outside the local commuting area of their Mission Area, agency, or staff office's worksite and is not required to report to the Mission Area, agency, or staff office worksite on a regular and recurring basis.
- h. Remote Work Agreement. The Remote Work Agreement documents, in writing, the remote work arrangements that a supervisor approves for their remote work eligible employee.
- i. Remote Work Arrangement. A work arrangement in which:
 - 1. The employee performs assigned official duties and other authorized activities at an approved alternate work location, typically the employee's residence, within or outside of the local commuting area of the Mission Area, agency, or staff office worksite;
 - 2. On a regular and continuing basis;
 - 3. Is not required to physically report to the Mission Area, agency, or staff office worksite on any frequent, regular, or recurring basis; and
 - 4. The approved alternate worksite is, for pay and other purposes, the employee's official duty station, as indicated on the employee's SF-50, per 5 CFR §531.605, "Determining an employee's official worksite."

3. TELEWORK

- a. Management will make telework eligibility determinations and telework frequency determinations in a fair and equitable manner.
- b. Telework Participation– Employee participation in the telework program is voluntary except in emergency situations as described in Sections 3.m. and 3.n. of this MOU.
- c. Official Duty Station - A teleworker's official duty station will remain unchanged if the employee reports physically to their official worksite at least twice each biweekly pay period on a regular and recurring basis for a total of two full workdays (e.g. 16 hours for employees on an 8 hour/day work schedule, 18 hours for employees on a 5/4/9 work schedule, or 20 hours for employees on a 4/10 work schedule). If a holiday falls on a teleworker's day to work onsite or the teleworker takes leave on a scheduled onsite day, it is not required to add an alternate day or equivalent hours to the employee's requirement to physically report to the official worksite for that specific biweekly pay period.
- d. As long as the duty station requirements in 3.c. are met, and based on the duties of their position, eligible employees may be authorized to telework a portion of their workday on every day of the pay period.
- e. In accordance with 5 CFR §531.605(d)(2), Management may make an exception to the twice-in-a-pay-period standard in 3.c. in appropriate situations of a temporary nature, such as the following:
 - 1. The employee is in temporary duty travel status away from the official worksite.

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2. The employee is temporarily detailed to work at a location other than a location covered by their Telework Agreement.
3. The employee is recovering from an injury or medical condition or is experiencing a temporary personal hardship approved under Article 42 of the Master Agreement.
4. The employee is affected by an emergency (e.g. safety and health emergencies) which temporarily prevents them from commuting to their official worksite.
5. The employee has an extended approved absence from work (e.g., on paid leave).

NOTE: For a temporary exception to apply, the employee must be expected to return to the official worksite on a regular and recurring basis in the future. Temporary exceptions must be reviewed by Management at least once every 3 months and should generally not exceed 6 months.

- f. Management may call employees back to the office, even on scheduled telework days, as far in advance as possible, but generally no less than 48-hour notice unless there is an emergency. If Management is unable to give advance notice and employee is called into the official worksite on a scheduled telework day, the employee may be granted duty time for the time that the employee spends traveling from the alternate worksite to the official worksite subject to applicable travel regulations. This paragraph does not apply to general callback of employees following extended telework due to emergencies.
- g. Telework Eligibility – The Parties agree the following provisions apply to Management’s telework eligibility determinations:
 1. All employees, regardless of tenure, grade, job series, title, or supervisory designation are presumed eligible for some amount of telework (subject to supervisory approval) unless prohibited by other exclusionary provisions of the USDA DR, by the Telework Enhancement Act, or this MOU.
 2. Most positions are eligible for telework unless the positions do not have any portable or administrative work that can be accomplished from an alternate worksite and one of the following applies:
 - i. Position duties require daily physical presence;
 - ii. Position responsibilities require daily access to specialized equipment located at the official worksite; or
 - iii. Position activities require daily access to classified or other sensitive materials.
 3. Employee Temporary Eligibility: Supervisors may provide employees who are in positions that are not normally eligible to telework the option of teleworking on a temporary basis under the following circumstances:
 - i. Recovery from an injury or medical condition;
 - ii. Emergency conditions that prevent an employee from commuting to and working at the official worksite, such as a weather emergency or public health crisis; or

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- iii. The employee has an approved personal hardship request under Article 42 of the Master Agreement.
 4. Employee Ineligibility based on Performance or Conduct. There may be situations where Management deems a position eligible for telework but the employee occupying the position is not eligible. Management may identify employees as ineligible for telework based only on the following criteria:
 - i. Performance. The employee's performance is below fully successful. In such circumstances, supervisors are required to initiate corrective action in accordance with USDA DR 4040-430.
 - ii. Conduct. An employee may be found ineligible for telework if the employee was subject to formal disciplinary action, adverse action, or was placed on a leave restriction within the previous 12 months. Management will make these conduct-based ineligibility determinations on a case-by-case basis.
 5. Employee Permanent Ineligibility. An employee is permanently ineligible for telework for misconduct specified in the Telework Enhancement Act.
- h. Telework Agreements:
1. All approved telework arrangements must be documented on a Telework Agreement using the automated form in use by the Agency.
 2. The Parties have developed a mutually-agreeable Telework Agreement form that is consistent with this MOU. Management will seek the Union's input on changes to the Telework Agreement form and the Parties will ensure changes are consistent with this MOU.
 3. Telework Agreements remain in effect until a change is initiated. Employees will not be required to recertify Telework Agreements annually.
 4. Permanent changes (e.g., change in position, supervisor, or change requested by management or employee) will require a new or updated Telework Agreement to be completed. For situations when an employee gets a new supervisor but remains in the same position with the same duties, a new agreement is required, but Management will continue to offer the same telework terms (type of telework, number of days or equivalent hours) unless there is a business need to alter the terms or the employee requests a change.
 5. A new Telework Agreement is not required for temporary changes in position or supervisor (e.g., due to detail, temporary promotion, or assignments of a short duration).
 6. With supervisory approval, employees on approved Telework Agreements may make short term changes (less than 30 days) or perform situational telework on days they are not scheduled to telework. In these situations, an employee will not be required to complete an additional agreement documenting the situational telework or short-term change.
- i. Eligibility Notification and Initiating a Telework Agreement
1. Supervisors will notify employees of their eligibility to telework by initiating a Telework Agreement within 90 days of an employee starting a new position. This notification will include the employee's Continuity of Operations Plan Status to identify if their position is

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Emergency Essential or Mission Critical. Eligible employees will respond by completing the agreement to request telework, or to opt out of telework. Where an employee requests telework arrangements in the agreement, their supervisor will respond to approve, modify, or deny the request within 10 working days.

2. Where an employee has not heard from their supervisor on their telework eligibility, the employee may submit a request to their supervisor. Within 10 working days of receiving the employee's request to telework, Management will review the request and initiate the notification outlined in Section 3.i.1.
- j. Modifying a Telework Agreement.
1. Management may change, suspend, or terminate an employee's Telework Agreement in accordance with Section 3.l. of this MOU. The employee will be given a minimum of 45 days advance written notice, except in emergency situations where the time frame may be shorter. The notice will include the reason, as described in Section 3.l. of this MOU, effective date, and any appeals/grievance procedures available to the employee. Where possible, employees who request a hardship accommodation under Article 42 of the Master Agreement to continue to telework may be permitted to continue teleworking until the hardship process is completed, unless the reason for the management-directed change is due to the employee's performance or conduct.
 2. Employees requesting a change should give as much advance notice as possible, generally at least 7 days in advance, when they want to modify or terminate their Telework Agreement. Management may delay the agreement modification if space considerations necessitate a delay.
- k. Subject to local negotiations, employees who telework 3 or more days per week may be required to share desks or office space under normal operating conditions and absent employee health and safety concerns.
- l. When denying, terminating, or modifying (e.g. changes in type of telework and/or frequency of telework) an employee's Telework Agreement, the supervisor will demonstrate and document one of the following:
1. Changes in employee or position eligibility in accordance with Section 3.g. of this MOU;
 2. Continuation of telework will interfere the employee's ability to attain or return to a fully successful performance level; or
 3. Other business need to alter the terms of the Telework Agreement.
- m. Short term Unscheduled and Emergency Telework
1. Provisions related to performing telework during short term office closures (for example, weather-related closures) are covered under Section 5.b of the USDA DR and by Article 20 of the Master Agreement. Generally, employees with Telework Agreements are not eligible to receive Weather and Safety Leave. Consistent with Article 20 and in accordance with 5 USC §6329(c), employees will be granted weather and safety leave when weather or other

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safety-related conditions prevent them from safely traveling to or safely performing work at their normal worksite, their telework site, or other approved location.

2. Employees under approved Telework Agreements who are working in the office when an early departure is announced due to weather or safety generally may receive weather and safety leave for the amount of time required to commute home, if they complete the remaining time (if any) in their workday either by teleworking or taking leave or other paid time off once they arrive home.
- n. Extended telework due to emergencies.
1. Under 5 USC §7106(a)(2)(D), and in accordance with applicable laws, Management has the authority to take whatever actions may be necessary to carry out the Agency mission during emergencies. The Parties understand that this authority includes but is not limited to ordering employees to telework for extended periods of time even in the absence of a Telework Agreement.
 2. Upon request, the Union at the appropriate level will be provided with the emergency policy or authority which is being relied upon to direct emergency telework.
 3. When Management orders employees to telework due to major emergencies such as a major health emergency, significant damage to a facility making it unusable, or other long-term disruption of the work at the traditional worksite, employees in positions that normally would not be eligible to telework may be provided weather and safety leave if Management does not provide any other form of work (including temporary telework eligibility under Section 3.g.3.ii. above).
 4. Equipment for emergency telework will be provided as described in Section 3.r. below.
 5. The Parties agree that provisions specific to the nature of the emergency that requires extended telework may be negotiated, as appropriate, when such an emergency exists.
- o. Dependent Care - Teleworkers are not prohibited from teleworking while dependents are present at their telework location. However, employees may not use duty time for providing dependent care or any purpose other than official duties. Time used to care for dependents may be accounted for by using breaks, meal periods, appropriate leave, or flexing hours.
- p. Telework Grievances - Employees may file grievances related to telework in accordance with Article 9 of the Master Agreement. Nothing in the USDA DR is intended to modify the agreed upon grievance procedures found in Article 9 of the Master Agreement.
- q. Time, Attendance, Performance, Safety—
1. Supervisors may authorize teleworking employees to participate in flexible and compressed work schedules or other flexible work arrangements, similar to the way that non-teleworkers may participate in these alternative work schedules.
 2. Management will evaluate all teleworkers and non-teleworkers under the same employee performance management system and affording the same professional opportunities, assignments, and treatment with regard to work projects assigned, appraisal of job performance, awards, recognition, training and development opportunities, promotions,

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and retention incentives. This includes work requirements such as reporting on accomplishments and tasks completed during the workday.

3. In-person meetings between the supervisor or other representatives of the Forest Service and the employee will typically occur at the official duty station.
 4. Employees are required to follow Forest Service procedures for accurately coding time spent teleworking (currently, in Paycheck8, use Descriptor Code '11' for Routine telework and '17' for Situational telework).
 5. When teleworking, an employee is required to work from their approved alternate worksite as specified in their Telework Agreement. Supervisors may authorize telework from several alternate worksites. Temporary authorizations for changes in the location of designated alternate worksites do not require a new Telework Agreement.
 6. Safety – Management will provide guidance to employees regarding establishing ergonomically safe workstations at telework locations.
- r. Government Furnished Equipment for Telework
1. Management will provide support for any USDA-furnished device and service employees use while teleworking.
 2. USDA DR 3170-001, Section 5.b. allows for one computer and one phone per person. When feasible, the computer will be a laptop so it can be used at both the official and alternate worksites. Management will approve replacement of desktop computers with laptops, when possible, to facilitate a mobile and telework-ready workforce.
 3. Employees who telework must keep Government property and information safe, secure, and separated from their personal property and information.
 4. Management and employees are responsible for ensuring the government furnished equipment is documented either on the Telework Agreement or other Forest Service documentation.
 5. Management may authorize government equipment for employee use at the alternate worksite, including surplus ergonomic equipment (for example, chairs, standing desks), subject to equipment availability and budget.
 6. Employees who are required to telework in emergency situations will be provided with the necessary government furnished equipment (GFE) to adequately perform their tasks at an alternate worksite. Additionally, consistent with 5 CFR §550.409(b), in emergency situations Management may grant additional special allowance payments, based on a case-by-case analysis, to offset the added expenses incidental to performing work from home (or an alternative location mutually agreeable to Management and the employee).
- s. In August and in February during the first year after implementation of this MOU, Management will provide the Union with data related to Telework Agreements for bargaining unit employees. Data provided for each Forest, Station, Job Corps Center, Washington Office Staff, and Law Enforcement, will include:
- i. The total number of employees (bargaining unit and non-bargaining unit) on the unit.

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- ii. The total number of employees with Routine Telework Agreements for 5 or more days per pay period.
 - iii. The total number of employees with Routine Telework Agreements for 1-4 days per pay period.
 - iv. The total number of employees with Situational Telework Agreements.
- t. Upon request, and consistent with the Privacy Act, the Union at the National Level will be provided copies of reports provided to the USDA as required by the Telework Enhancement Act.

4. REMOTE WORK

- a. Parties will follow the USDA DR as it relates to remote eligibility. Additionally, in considering employee requests and subsequent approvals or denials, Management will follow the criteria and procedures in the USDA DR.
- b. To bring Forest Service terminology into alignment with the USDA DR, positions previously referred to as Virtual will now be referred to as Remote.
- c. Upon request, but no more often than twice per year, the Union at the national level will be provided a list of bargaining unit positions that are remote eligible and a sanitized list (no PII) of bargaining unit employees that have approved Remote Work Arrangements (including duty station location and organizational level).
- d. Positions that require access to confidential documents will not be automatically excluded from consideration as remote-eligible.
- e. Management will base any geographic limitations on remote work arrangements on business needs such as travel requirements and other mission requirements.
- f. The details of the remote work arrangement will be in accordance with government law and regulation and must be discussed with the employee. The arrangement will be documented through a written Remote Work Agreement. At a minimum, the Agreement will specify:
 - 1. Official duty station;
 - 2. Procedures for any government supplied equipment;
 - 3. Arrangements for storage of government vehicles, if appropriate;
 - 4. Travel reimbursements in accordance with the USDA DR and Federal Travel Regulations.
- g. Employees may request to work remotely, to change an existing Remote Work Agreement, or terminate an existing Remote Work Agreement following the procedures in Section 8.b. of the USDA DR. Additionally:
 - 1. When there is a change in supervisor and not a change in duties, a new agreement is not required, however the supervisor and employee will discuss the terms. Management will continue to offer the same remote terms unless there is a business need to alter the terms and in such cases a new agreement will be required and all relevant procedures in the USDA DR will be followed.

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2. An employee requesting a change must discuss the request with their supervisor. In addition to the items set out in the USDA DR, employees may consider addressing the need for the request, the benefits to the employee and any potential benefits to the Agency.
 3. Where Management denies an employee's request for remote work arrangement, Management will provide the written rationale for the denial in accordance with the USDA DR, including Section 6.e.2., within 28 days of the employee's request.
 4. The Parties will follow the DR for employee requests to terminate remote arrangements. Management may deny an employee's request to terminate a Remote Work Arrangement due to business needs outlined in the USDA DR, including office space limitations. If the requested location cannot be accommodated, Management will work interactively with the employee to identify and consider other options. See USDA DR for process and timeframes. Management will not be responsible for any costs related to voluntary relocations.
- h. If Management terminates a remote work arrangement based on a change in the requirements of a position, Management will provide the employee with reasonable notice (generally up to 90 days) and process a change of duty station as appropriate. In these circumstances, unless otherwise agreed to when the remote work arrangement was approved, Management will authorize travel reimbursements in accordance with Federal Travel Regulations.
- i. Government Furnished Equipment for Remote Work
1. Management will provide support for any USDA-furnished device and service employees use while remote working.
 2. USDA DR 3170-001, Section 5.b. allows for one computer and one phone per person. When feasible, the computer will be a laptop so it can be used both at the remote worksite and while on official travel. These allowances do not prevent management from supplying the employee with any additional devices for their work (e.g. extra monitors, tablets, personal data recorders, etc.).
 3. Employees who work remotely must keep Government property and information safe, secure, and separated from their personal property and information.
 4. Management and employees are responsible for ensuring the government furnished equipment is documented either on the Remote Work Agreement or other Forest Service documentation.
 5. Management may authorize government equipment for employee use at their duty station, including surplus ergonomic equipment (for example, chairs, standing desks), subject to equipment availability and budget.
 6. Employees who are required to work remotely in emergency situations will be provided with the necessary government furnished equipment (GFE) to adequately perform their tasks at an alternate worksite when their duty station is negatively impacted by the emergency. Additionally, consistent with 5 CFR §550.409, in emergency situations Management may grant additional special allowance payments, based on a case-by-case analysis, to offset the added expenses incidental to performing work at an alternative location, away from their duty station, and mutually agreeable to Management and the employee.

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7. Employees who work remotely will not be responsible for mailing/postage costs associated with their work as preapproved by their supervisor and subject to law and regulation.
8. Management will provide necessary office supplies to employees working remotely upon request and subject to Agency policy. Any shipping costs associated with requested office supplies/government furnished equipment will be paid by Management.

- j. Where a position has been designated remote eligible and requires the use of a government-owned vehicle (GOV), Management will assist employees to identify and arrange a storage location at a nearby government location.
- k. Remote employees will be treated equitably as set out in Section 7.d. of the USDA DR. This includes equitable treatment for wellness and fire assignments.
- l. Consistent with Article 20 of the Master Agreement and in accordance with 5 USC 6329c, employees will be granted weather and safety leave when weather or other safety-related conditions prevent them from safely performing work at their duty station or safely traveling to and performing their work at another approved location.
- m. Supervisors will consider opportunities for informal virtual engagement with and between employees.
- n. The Parties have developed a mutually-agreeable Remote Work Agreement template that is consistent with this MOU. Management will seek the Union's input on changes to the Remote Work Agreement template and the Parties will ensure changes are consistent with this MOU.
- o. Remote Work Agreements remain in effect until a change is initiated. Employees will not be required to recertify Agreements annually.
- p. Remote Work Grievances - Employees may file grievances related to remote work in accordance with Article 9 of the Master Agreement. Nothing in the USDA DR is intended to modify the agreed upon grievance procedures found in Article 9 of the Master Agreement.

5. INITIAL NOTIFICATION OF TELEWORK AND REMOTE WORK ELIGIBILITY

- a. Management will notify employees whether their positions are eligible for remote work or telework as soon as possible but no fewer than 45 days before the employee is expected to return to the physical workplace. Union will have an opportunity to review the draft notification and provide input.
- b. Supervisors will notify employees of their eligibility to telework by initiating a Telework Agreement prior to requiring that the employee return to the physical workplace.

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- c. Employees who enter into remote work arrangements, and prior to entering into a Remote Work Agreement, will have up to 90 days to sign a Remote Work Agreement from the date the remote work arrangement goes into effect.

6. IMPLEMENTATION, EFFECTIVE DATE, AND MODIFICATIONS

- a. A Human Resources Update will be sent to all employees providing a link to the MOU.
- b. This MOU becomes effective on the date of final approval by the Agency Head or that date on which the thirty-day time limit for Agency Head Review expires, whichever is earlier.
- c. This MOU remains in effect, unless either Party requests to modify or terminate this agreement using the procedures in Article 11 of the Master Agreement.

For the Agency:

For the Union:



FOREST SERVICE

NEGOTIATED AGREEMENT ON TELEWORK (MEMORANDUM of UNDERSTANDING)

***Telework & Remote Work Programs MOU Between the
Monongahela National Forest and the National
Association of Government Employees (NAGE) R4-88
June 16, 2022***

TELEWORK AND REMOTE WORK PROGRAMS

MEMORANDUM of UNDERSTANDING

Between the Monongahela National Forest and the National Association of Government Employees R4-88

This MEMORANDUM OF UNDERSTANDING (MOU) is between the United States Department of Agriculture, Forest Service, Monongahela National Forest (Management), and the National Association of Government Employees (NAGE), R4-88 (Union), hereafter referred to collectively as “the Parties.” This MOU is an appendix under Article 4 of the 2019 Collective Bargaining Agreement (CBA) between the Parties, and it documents the Parties’ full and final agreement on the Agency’s implementation of Forest Service Telework and Remote Work Programs.

The Parties agree:

1. IMPLEMENTATION OF USDA DEPARTMENTAL REGULATION

With this MOU, Management has met all bargaining obligations related to the implementation of USDA DR 4080-811-002 (dated November 22, 2021) (USDA DR). The Parties will follow the USDA DR and associated Frequently Asked Questions (FAQs) addressing Telework and Remote Work except as modified by the provisions of this MOU. Where there are conflicts between the USDA DR or FAQs and the MOU, the Parties will follow the MOU. Where this MOU is silent on a topic, the Parties will follow the USDA DR and the associated FAQs.

2. DEFINITIONS

The following definitions are taken from USDA DR 4080-811-002 and, in some instances, summarized as follows:

- a. **Alternate Worksite.** A work location, other than the official worksite, that satisfies all requisite Federal health and safety laws, rules, and regulations pertaining to the workplace, where an employee performs their official duties.
- b. **Official Duty Station/Official Worksite.** For the purposes of this MOU, the terms “Official Duty Station” and “Official Worksite” are synonymous. The official duty station is the management-approved location where employees regularly perform their official duties.
- c. **Routine Telework.** Regularly scheduled telework that occurs on a recurring basis and is part of an approved telework schedule.
- d. **Situational Telework** (also referred to as ad hoc, episodic, unscheduled, and intermittent). Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular, telework schedule.
- e. **Telework.** A work arrangement in which an employee performs and completes official duties and responsibilities from an alternate worksite. Telework may be authorized for an entire duty day or a portion of one. Telework does not include the following: work performed while on official travel status; work performed at another USDA office; work performed while commuting to or from work; remote work; or mobile work.
- f. **Unscheduled Telework.** Telework that is authorized in response to specific duty status announcements issued by Office of Personnel Management (OPM) or authorized USDA officials for use during period of inclement weather or other emergency situations, or with prior supervisory approval, telework used to maintain productivity during short-term disruptions to normal operating procedures.

TELEWORK AND REMOTE WORK PROGRAMS

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3. TELEWORK

- a. Management will make telework eligibility determinations and telework frequency determinations in a fair and equitable manner.
- b. Telework Participation– Employee participation in the telework program is voluntary except in emergency situations as described in Sections 3.m. and 3.n. of this MOU.
- c. Official Duty Station - A teleworker's official duty station will remain unchanged if the employee reports physically to their official worksite at least twice each biweekly pay period on a regular and recurring basis for a total of two full workdays (e.g. 16 hours for employees on an 8 hour/day work schedule, 18 hours for employees on a 5/4/9 work schedule, or 20 hours for employees on a 4/10 work schedule). If a holiday falls on a teleworker's day to work onsite or the teleworker takes leave on a scheduled onsite day, it is not required to add an alternate day or equivalent hours to the employee's requirement to physically report to the official worksite for that specific biweekly pay period.
- d. As long as the duty station requirements in 3.c. are met, and based on the duties of their position, eligible employees may be authorized to telework a portion of their workday on every day of the pay period.
- e. In accordance with 5 CFR §531.605(d)(2), Management may make an exception to the twice-in-a-pay-period standard in 3.c. in appropriate situations of a temporary nature, such as the following:
 1. The employee is in temporary duty travel status away from the official worksite.
 2. The employee is temporarily detailed to work at a location other than a location covered by their Telework Agreement.
 3. The employee is recovering from an injury or medical condition or is experiencing a temporary personal hardship or reasonable accommodation request approval under Article 6 Section 11 and/or Article 9 Section 8 of the Parties' CBA.
 4. The employee is affected by an emergency (e.g. safety and health emergencies) which temporarily prevents them from commuting to their official worksite.
 5. The employee has an extended approved absence from work (e.g., on paid leave).

NOTE: For a temporary exception to apply, the employee must be expected to return to the official worksite on a regular and recurring basis in the future. Temporary exceptions must be reviewed by Management at least once every 3 months and should generally not exceed 6 months.

- f. Management may call employees back to the office, even on scheduled telework days, as far in advance as possible, but generally no less than 48-hour notice unless there is an emergency. If Management is unable to give advance notice and employee is called into the official worksite on a scheduled telework day, the employee may be granted duty time for the time that the employee spends traveling from the alternate worksite to the official worksite subject to applicable travel regulations. This paragraph does not apply to general callback of employees following extended telework due to emergencies.

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- g. Telework Eligibility – The Parties agree the following provisions apply to Management’s telework eligibility determinations:
1. All employees, regardless of tenure, grade, job series, title, or supervisory designation are presumed eligible for some amount of telework (subject to supervisory approval) unless prohibited by other exclusionary provisions of the USDA DR, by the Telework Enhancement Act, or this MOU.
 2. Most positions are eligible for telework unless the positions do not have any portable or administrative work that can be accomplished from an alternate worksite and one of the following applies:
 - i. Position duties require daily physical presence;
 - ii. Position responsibilities require daily access to specialized equipment located at the official worksite; or
 - iii. Position activities require daily access to classified or other sensitive materials.
 3. Employee Temporary Eligibility: Supervisors may provide employees who are in positions that are not normally eligible to telework the option of teleworking on a temporary basis under the following circumstances:
 - i. Recovery from an injury or medical condition;
 - ii. Emergency conditions that prevent an employee from commuting to and working at the official worksite, such as a weather emergency or public health crisis; or
 - iii. The employee has an approved personal hardship or reasonable accommodation request under Article 6 Section 11 and/or Article 9 Section 8 of the Parties’ CBA.
 4. Employee Ineligibility based on Performance or Conduct. There may be situations where Management deems a position eligible for telework but the employee occupying the position is not eligible. Management may identify employees as ineligible for telework based only on the following criteria:
 - i. Performance. The employee’s performance is below fully successful. In such circumstances, supervisors are required to initiate corrective action in accordance with USDA DR 4040-430.
 - ii. Conduct. An employee may be found ineligible for telework if the employee was subject to formal disciplinary action, adverse action, or was placed on a leave restriction within the previous 12 months. Management will make these conduct-based ineligibility determinations on a case-by-case basis.
 5. Employee Permanent Ineligibility. An employee is permanently ineligible for telework for misconduct specified in the Telework Enhancement Act.
- h. Telework Agreements:

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1. All approved telework arrangements must be documented on a Telework Agreement using the automated form in use by the Agency.
 2. The Parties have mutually agreed to adopt the Telework agreement form referenced in NFFE's Telework and Remote Work Programs MOU. Management will seek the Union's input on changes to the Telework Agreement form and the Parties will ensure changes are consistent with this MOU.
 3. Telework Agreements remain in effect until a change is initiated. Employees will not be required to recertify Telework Agreements annually.
 4. Permanent changes (e.g., change in position, supervisor, or change requested by management or employee) will require a new or updated Telework Agreement to be completed. For situations when an employee gets a new supervisor but remains in the same position with the same duties, a new agreement is required, but Management will continue to offer the same telework terms (type of telework, number of days or equivalent hours) unless there is a business need to alter the terms or the employee requests a change.
 5. A new Telework Agreement is not required for temporary changes in position or supervisor (e.g., due to detail, temporary promotion, or assignments of a short duration).
 6. With supervisory approval, employees on approved Telework Agreements may make short term changes (less than 30 days) or perform situational telework on days they are not scheduled to telework. In these situations, an employee will not be required to complete an additional agreement documenting the situational telework or short-term change.
- i. Eligibility Notification and Initiating a Telework Agreement
1. Supervisors will notify employees of their eligibility to telework by initiating a Telework Agreement within 90 days of an employee starting a new position. This notification will include the employee's Continuity of Operations Plan Status to identify if their position is Emergency Essential or Mission Critical. Eligible employees will respond by completing the agreement to request telework, or to opt out of telework. Where an employee requests telework arrangements in the agreement, their supervisor will respond to approve, modify, or deny the request within 10 working days.
 2. Where an employee has not heard from their supervisor on their telework eligibility, the employee may submit a request to their second line supervisor. Within 10 working days of receiving the employee's request to telework, Management will review the request and initiate the notification outlined in Section 3.i.1 above.
- j. Modifying a Telework Agreement.
1. Management may change, suspend, or terminate an employee's Telework Agreement in accordance with Section 3.I. of this MOU. The employee will be given a minimum of 45 days advance written notice, except in emergency situations where the time frame may be shorter. The notice will include the reason, as described in Section 3.I. of this MOU, effective date, and any appeals/grievance procedures available to the employee. Where possible, employees who request a personal hardship or reasonable accommodation under Article 6 Section 11 and/or Article 9

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Section 8 of the Parties' CBA to continue to telework may be permitted to continue teleworking until the personal hardship or reasonable accommodation request process is completed, unless the reason for the management-directed change is due to the employee's performance or conduct.

2. Employees requesting a change should give as much advance notice as possible, generally at least 7 days in advance, when they want to modify or terminate their Telework Agreement. Management may delay the agreement modification if space considerations necessitate a delay.
- k. Subject to local negotiations, employees who telework 3 or more days per week may be required to share desks or office space under normal operating conditions with the exception of employees who have health and/or safety concerns.
- l. When denying, terminating, or modifying (e.g. changes in type of telework and/or frequency of telework) an employee's Telework Agreement, the supervisor will demonstrate and document one of the following:
 1. Changes in employee or position eligibility in accordance with Section 3.g. of this MOU;
 2. Continuation of telework will interfere the employee's ability to attain or return to a fully successful performance level; or
 3. Other business needs to alter the terms of the Telework Agreement.
- m. Short term Unscheduled and Emergency Telework
 1. Provisions related to performing telework during short term office closures (for example, weather-related closures) are covered under Section 5.b of the USDA DR and by Article 15 of the Parties' CBA. Generally, employees with Telework Agreements are not eligible to receive Weather and Safety Leave. Consistent with Article 15 and in accordance with 5 USC §6329(c), employees will be granted weather and safety leave when weather or other safety-related conditions prevent them from safely traveling to or safely performing work at their normal worksite, their telework site, or other approved location.
 2. Employees under approved Telework Agreements who are working in the office when an early departure is announced due to weather or safety generally may receive weather and safety leave for the amount of time required to commute home, if they complete the remaining time (if any) in their workday either by teleworking or taking leave or other paid time off once they arrive home.
- n. Extended telework due to emergencies.
 1. Under 5 USC §7106(a)(2)(D), and in accordance with applicable laws, Management has the authority to take whatever actions may be necessary to carry out the Agency mission during emergencies. The Parties understand that this authority includes but is not limited to ordering employees to telework for extended periods of time even in the absence of a Telework Agreement.
 2. Upon request, the Union at the appropriate level will be provided with the emergency policy or authority which is being relied upon to direct emergency telework.

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3. When Management orders employees to telework due to major emergencies such as a major health emergency, significant damage to a facility making it unusable, or other long-term disruption of the work at the traditional worksite, employees in positions that normally would not be eligible to telework may be provided weather and safety leave if Management does not provide any other form of work (including temporary telework eligibility under Section 3.g.3.ii. above).
 4. Equipment for emergency telework will be provided as described in Section 3.r. below.
 5. The Parties agree that provisions specific to the nature of the emergency that requires extended telework may be negotiated, as appropriate, when such an emergency exists.
- o. Dependent Care - Teleworkers are not prohibited from teleworking while dependents are present at their telework location. However, employees may not use duty time for providing dependent care or any purpose other than official duties. Time used to care for dependents may be accounted for by using breaks, meal periods, appropriate leave, or flexing hours.
- p. Telework Grievances - Employees may file grievances related to telework in accordance with Article 32 of the Parties' CBA. Nothing in the USDA DR is intended to modify the agreed upon grievance procedures found in Article 32 of the Parties' CBA.
- q. Time, Attendance, Performance, Safety-
1. Supervisors may authorize teleworking employees to participate in flexible and compressed work schedules or other flexible work arrangements, similar to the way that non-teleworkers may participate in these alternative work schedules.
 2. Management will evaluate all teleworkers and non-teleworkers under the same employee performance management system and affording the same professional opportunities, assignments, and treatment with regard to work projects assigned, appraisal of job performance, awards, recognition, training and development opportunities, promotions, and retention incentives. This includes work requirements such as reporting on accomplishments and tasks completed during the workday.
 3. In-person meetings between the supervisor or other representatives of the Forest Service and the employee will typically occur at the official duty station or at a designated location agreed to by both parties.
 4. Employees are required to follow Forest Service procedures for accurately coding time spent teleworking (currently, in Paycheck8, use Descriptor Code '11' for Routine telework and '17' for Situational telework).
 5. When teleworking, an employee is required to work from their approved alternate worksite as specified in their Telework Agreement. Supervisors may authorize telework from several alternate worksites. Temporary authorizations for changes in the location of designated alternate worksites do not require a new Telework Agreement but will require prior supervisor's approval.

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Between the Monongahela National Forest and the National Association of Government Employees R4-88

6. Safety – Management will provide guidance to employees regarding establishing ergonomically safe workstations at telework locations.
- r. Government Furnished Equipment for Telework
1. Management will provide support for any USDA-furnished device and service employees use while teleworking.
 2. USDA DR 3170-001, Section 5.b. allows for one computer and one phone per person, subject to equipment availability and budget. When feasible, the computer will be a laptop so it can be used at both the official and alternate worksites. Management will approve replacement of desktop computers with laptops, when possible, to facilitate a mobile and telework-ready workforce.
 3. Employees who telework must keep Government property and information safe, secure, and separated from their personal property and information.
 4. Management and employees are responsible for ensuring the government furnished equipment is documented either on the Telework Agreement or other Forest Service documentation.
 5. Management may authorize government equipment for employee use at the alternate worksite, including surplus ergonomic equipment (for example, chairs, standing desks), subject to equipment availability and budget.
 6. Employees who are required to telework in emergency situations will be provided with the necessary government furnished equipment (GFE) to adequately perform their tasks at an alternate worksite. Additionally, consistent with 5 CFR §550.409(b), in emergency situations Management may grant additional special allowance payments, based on a case-by-case analysis, to offset the added expenses incidental to performing work from home (or an alternative location mutually agreeable to the agency and the employee).
- s. Upon request, Management will provide the Union with data related to Telework Agreements for bargaining unit employees. Data provided for the Monongahela National Forest Employees, will include:
1. The total number of employees (bargaining unit and non-bargaining unit) on the unit.
 2. The total number of employees with Routine Telework Agreements for 5 or more days per pay period.
 3. The total number of employees with Routine Telework Agreements for 1-4 days per pay period.
 4. The total number of employees with Situational Telework Agreements.
- t. Upon request, and consistent with the Privacy Act, the Union at the National Level will be provided copies of reports provided to the USDA as required by the Telework Enhancement Act.

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4. INITIAL NOTIFICATION OF TELEWORK ELIGIBILITY

- a. Management will notify employees whether their positions are eligible for remote work or telework as soon as possible but no fewer than 45 days before the employee is expected to return to the physical workplace. Union will have an opportunity to review the draft notification and provide input.
- b. Supervisors will notify employees of their eligibility to telework by initiating a Telework Agreement prior to requiring that the employee return to the physical workplace.

5. REMOTE WORK

The Parties will follow the USDA DR as it applies to all aspects of remote work for employees represented by NAGE on the Monongahela National Forest.

6. IMPLEMENTATION, EFFECTIVE DATE, AND MODIFICATIONS

- a. An email will be sent from the Forest Supervisor's office to all employees providing a link to the MOU which will be located on the HRM website.
- b. This MOU becomes effective on the date of final approval by the Agency Head or that date on which the thirty-day time limit for Agency Head Review expires, whichever is earlier.
- c. This MOU remains in effect, unless either Party requests to modify or terminate this agreement using the procedures in Article 47 or Article 4 of the Parties' CBA.

For the Agency:

For the Union:





FOREST SERVICE

AFGE Units follow the USDA Telework/Remote Work DR

AFGE Unit	Union	Agreement	BUS
Boxelder Job Corps Civilian Conservation Center	AFGE Local 3365	Follow DR	2266
Columbia Basin Job Corps Civilian Conservation Center	AFGE Local 3284	Follow DR	2456
Weber Basin Job Corps Civilian Conservation Center	AFGE Local 3284	Follow DR	2456
Lyndon B Johnson Job CCC Center	AFGE Local 446	Follow DR	2202
Schenck Job CCC Center	AFGE Local 446	Follow DR	2202
Pine Ridge Job Corps Civilian Conservation Center	AFGE Local 3363	Follow DR	2186
Nebraska National Forest	AFGE Local 3363	Follow DR	2186
Santa Fe National Forest	AFGE Local 3137	Follow DR	2192
Kisatchie National Forest	AFGE Local 2528	Follow DR	2144
National Forests in Mississippi	AFGE Local 2543	Follow DR	2153
Oauchita National Forest	AFGE Local 3253	Follow DR	2028
Collbran Job Corps Civilian Conservation Center	AFGE Local 3919	Follow DR	2395
National Forests and Grasslands in Texas	AFGE Local 2466	Follow DR	2279



FARM SERVICE AGENCY (FSA)

**NEGOTIATED AGREEMENT ON TELEWORK
(CBA Excerpt)**

FSA-New York and AFGÉ Local 2831

July 15, 2003

ARTICLE 10 – FLEXIPLACE

SECTION 1: General

The employer supports a flexible workplace policy for employees who desire to work off-site for part of the pay period and whose work is appropriate to such an arrangement and where such an arrangement will benefit the government. It is the Agency's policy to provide management with the option to allow eligible employees to work at an alternative workplace for part of the workweek. Flexiplace is a program that permits employees to voluntarily work at approved locations remote to their official duty station (ODS).

- A. Intermittent Flexiplace - Intermittent flexiplace describes a work schedule that does not follow a regular weekly schedule. It can include any of the following situations:
 - 1) Short-term (one time work assignment)
 - 2) Periodic (occasional work assignment up to 3 days a month)
 - 3) Recurring (a regular work assignment occurring less than 4 days per month)
- B. Long Term Flexiplace - Long-term flexiplace describes a flexiplace work schedule that generally includes one (1) day or more a week at the flexiplace site.
- C. Official Duty Station – The city, town, county in which the employee normally works. This is the place where the employee's desk or the place where the employee normally performs his or her duties.
- D. Teleworker – An employee who works at an alternative work location (i.e. home, telecenter, or other satellite work location) on a regular and reoccurring schedule for a minimum of one day per pay period and with a written agreement.
- E. Teleworking – (Also known as flexiplace, flexible workplace, and telecommuting). Performance of official duties at an alternative work site (i.e. home, telecenter, or other satellite work location) which is not the employee's official duty work station.
- F. Telework Agreement – A written agreement, completed and signed by an employee and appropriate official(s) in his or her mission area/agency/staff office that outlines the terms and conditions of the telework (flexiplace) arrangement.

SECTION 2: Identifying Potential Positions

The employer will identify positions suitable for Flexiplace. Positions identified for Flexiplace depend on the specific nature of the work being performed, not the job series and title.

- A. The following guidelines will be used to identify appropriate work assignments for flexiplace:
 - 1) Tasks and work activities that are portable, do not depend on the employee being at the traditional work site, and are conducive to supervisory oversight at the alternative worksite.
 - 2) The work must be able to be completed away from the official duty station without adversely affecting the workload of other employees, office coverage, customer service, or other mission of the work unit.
- B. The types of work suitable for flexiplace depend on specific job function. However, jobs that require the following types of skills may be considered good candidates for flexiplace.
 - 1) Requires writing such as data analysis, reviewing voluminous documents, writing decisions or reports.
 - 2) Includes computer-oriented tasks such as programming, data entry, or word processing.
- C. Positions not generally eligible for telework are those positions involving tasks that are not suitable to be performed away from the traditional worksite, including tasks that:
 - 1) Require the employee to have daily face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via e-mail, telephone, fax, or similar electronic means
 - 2) Are part of trainee or probationary positions.

SECTION 3: Qualifications

Flexiplace is a management option rather than an employee benefit and does not change the terms and conditions of appointment. Even if the type of work being performed is suitable for approval of a flexiplace arrangement, the Employer must determine if the employee possesses the qualifications and

attributes necessary to participate in flexiplace. Such qualifications and attributes include or evidenced by, but not limited to, the following items:

- A. The employee must have achieved a "results achieved" (or fully successful) rating and there is no reasonable cause to believe this level of performance will drop. Management can waive this requirement on a case-by-case basis.
- B. Has not received any disciplinary or adverse action in the previous two (2) or three (3) years as appropriate.
- C. As a guide, the employee has demonstrated organizational skills, motivation, independence, self-discipline, dependability, is a self-starter requiring minimal supervision, and have the knowledge, skills, and abilities to work independently.
- D. The employee is willing to sign and abide by a written agreement which requires participation in training and evaluation sessions.
- E. The employee has satisfied adequate homework station requirements, including the availability of equipment and provisions for protecting the confidentiality of data.
- F. The employee is not currently on sick leave restriction.

SECTION 4: Application Procedure

- A. Employees desiring to participate in flexiplace must submit an application on a form supplied by the Employer. The Employer may deny an application to telecommute solely to maintain sufficient staff at the official duty station.
- B. If an application is approved, the employee will be required to sign a telecommuting agreement (Exhibit 1) that will include a trial period of not less than 30 days.

SECTION 5: Participation

- A. Flexiplace is voluntary. However, the Employer may require employees to work at the flexiplace site in case of emergency situations.
- B. If multiple employees are determined to be eligible to telecommute necessitating the denial or alteration of some requests, the employees will be given an opportunity to work out the conflict. If the employees are unable to resolve the conflict, their Service Computation Date (SCD) will be the "tie-breaker", with the earliest SCD receiving preference.
- C. Flexiplace employees are bound by the Employer's standards of conduct while in flexiplace status.

SECTION 6: Supervisor and Employee Agreement

The Flexiplace Work Agreement is the written document signed by the flexiplace employee and their supervisor, outlining details of the flexiplace program and the responsibilities of the employee and supervisor. The elements of this policy statement shall be incorporated into each Agreement.

- A. Before beginning off-site work, employees and supervisors must understand their responsibilities and the details of the program.
- B. The primary concern of supervisors is assuring the work of the unit is accomplished. The overall interests of the office must take precedence over working off-site. One person's off-site work should not adversely affect the performance of other employees or put a burden on staff remaining in the office. Not only should an equitable distribution of workload be maintained, but also methods should be instituted to ensure that office employees do not have to handle the flexiplace employee's work.
- C. Management approval will be at the first line supervisor's level with second line supervisory concurrence.
- D. Employee participation in the flexiplace program may be contingent upon available financial resources.
- E. Duration - flexiplace agreements can be for any period of time up to and including one year. The agreement should be re-signed if the agreement is extended past twelve months.

SECTION 7: Administration

- A. Work Schedule - Rules concerning work schedules, overtime, pay, leave, core hours and other personnel issues apply to flexiplace employees as they do to on-site employees.

- B. The Flexiplace Work Agreement documents the initial work schedule and should be updated to reflect changes in work schedules. In addition to regularly scheduled on-site days, employees are responsible for attending meetings or other on-site events; reasonable notice, generally not less than 24-hours, of such events will be given to employees who are not scheduled to be in the office on those days.
- C. For a long term flexiplace agreement as defined in Section 1, the initial agreement will require the employee to work at the official duty station a minimum of two (2) days per workweek. After the initial flexiplace agreement, at the discretion of the Supervisor, this may be waived on a case-by-case basis.
- D. Hours of Work. Pursuant to Article 9 (Hours of Duty), teleworking employees can participate in the variable week schedule while at the remote site. Supervisors will continue to certify time and attendance for flexiplace employees. Employees are required to maintain T&A logs for periods covered at the Flexiplace site. The employee is responsible for submitting their T&A log in accordance with office practice, unless it is beyond the employee's control.

SECTION 8: Position Descriptions and Performance Standards

- A. Established position descriptions will apply to flexiplace employees. Performance standards for flexiplace employees will be results-oriented and will describe the quantity and quality of expected work products and the method of evaluation. Generally, the same performance standards will apply to both flexiplace employees and on-site employees who perform the same tasks, with adjustments for unique circumstances encountered.
- B. In order to evaluate job performance as well as to certify time and attendance, supervisors will establish clearly defined work assignments and expectations. Work performance should be evaluated according to:
 - 1) Existing quantity and quality expectations.
 - 2) Existing expectations monitored through periodic progress reports by the telecommuter.
 - 3) Other appropriate measures to assure the employee is accomplishing the assigned tasks within the established job position.

SECTION 9: Temporary Changes to Flexiplace/Teleworking Agreements.

The Employer has the right to direct employees to report to their ODS due to special circumstances, including, but not limited to, office assignments, meetings, and/or training. If due to equipment and/or service failure, the employee may be required to report to the ODS. If circumstances warrant, appropriate arrangements will be made between the Employer and the employee in determining travel and hours of work.

SECTION 10: Level of Access

As a minimum level of accessibility, teleworking employees are expected to be as available to the Employer, co-workers and customers by telephone, E-mail, voice mail or other communications media during their scheduled daily tour of duty as when working at the ODS. The Employer has the right to publish, or otherwise make available, the employee's remote site business telephone/fax number and e-mail address. Publication will be limited to official listings wherein other employee information is typically made available. The Employer may call the employee at anytime their electronic sign-in sheet shows them to be on duty. The Employer may, on occasion, visit the employee at the remote work site. Such unannounced visits will occur while the employee is on duty.

SECTION 11: Flexiplace Site Provisions

- A. Subject to the Employer's right to determine its budget (reference 5 USC 7106), the Employer will make a good faith effort to provide/install equipment, supplies and services required for employees to participate in flexiplace and to perform their duties at the remote work site. The Employer retains ownership and control of all such property. The Employer will not provide office furnishings such as, but not limited to; desks, chairs, bookcases, file cabinets, credenzas, etc. Employees must ensure that government-owned property is used only for authorized purposes. The employee is responsible for requesting Employer-owned or furnished equipment, supplies, and services. Within ten workdays of completing or terminating a flexiplace/teleworking agreement, or prior to separation from the

- agency, the employee must return all Employer equipment and request termination of telephone service. Failure to do so may subject the employee to disciplinary action and the employee will be responsible for any service or disconnect charges from the date flexiplace ended.
- B. As circumstances change and it becomes economically feasible and appropriate, the Agency may provide additional assistance in maintaining the flexiplace site.
 - C. With Employer approval, employees may use their own compatible equipment consistent with Employer network requirements and the availability of technical support and services. In addition to being compatible, employee-owned equipment must be of a like or better quality than the equipment in use by the general employee population at the ODS. The servicing and maintenance of employee-owned equipment is the responsibility of the employee. Employee-owned software used for official business must be of the same make and version as that in use by the Employer at the ODS.
 - D. The employee must provide adequate workspace, lighting, residential telephone service, power, and smoke alarms. The employee will be required to identify the specific location of the work area at the remote work site and self-certify as to the adequacy and safety of the remote work site.
 - E. Employees must comply with all security measures and disclosure provisions, including password protection and data encryption so that the Privacy Act or other security standards are not compromised. Employees may not remove, or transfer by any means, sensitive material from their ODS to the remote work site without prior approval.
 - F. Employees must protect all government records and data against unauthorized disclosure, access, mutilation, obliteration and destruction. E-mail sent to the ODS with attachments must contain the following statement, "This e-mail was generated from a remote work site. Attachments must be scanned for viruses prior to opening." Computer files transferred from the remote work site to the ODS by any other method must be scanned for viruses.
 - G. Employees must ensure that government provided equipment and property is used only for authorized purposes. Reasonable care should be used in operating all equipment. The servicing and maintenance of government owned equipment is the responsibility of the Employer.
 - H. The flexiplace employee's work site must meet acceptable standards for the safety of the employee and the security of data and any Government loaned equipment. A self-certification safety inspection form (Exhibit 2) or on-site inspection (normally within 24 hours notice) may be used to meet this requirement.
 - I. It is the employee's responsibility to determine, and comply with, any local zoning restrictions. Employee is responsible for any costs of working at home that arise from local zoning requirements, insurance coverages, business use permits and/or variances.

SECTION 12: Miscellaneous Conditions

- A. **Dependent Care.** Flexiplace is not a substitute for day care. Flexiplace employees may not have a dependent in the home during work hours unless an in-home care provider is present. The employee will make arrangements for dependent care, as necessary, to ensure an uninterrupted tour of duty. Older children, age 12 and older, may be in the home during duty hours, as long as care is not required by the employee.
- B. **Personal Expenses.** The Employer will not be responsible for personal operating costs, site maintenance, or any other incidental costs (e.g., utilities) associated with the use of the remote work site, except as provide for in this agreement. The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Employer as provided for by law and regulations.
- C. **Long-distance Telephone Calls.** Teleworking employees should use a government telephone card when making official long-distance telephone calls from the remote work site. Use of the card for other than official purposes may result in disciplinary action and termination of the teleworking agreement. In an emergency (e.g. loss of card), employees may be reimbursed for business calls when such calls are required to complete a work assignment.
- D. **Liability for Damages -** The Employer will not be held liable for damages to the employee's personal or real property during the performance of official duties or while using Employer equipment at the alternative work site, except to the extent the Employer is held liable under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claim Act.

- E. Workers' Compensation Act - Flexiplace employees are covered by the Federal Employees Compensation Act and may qualify for payment for on-the-job injury or occupational illness.
- F. Emergencies/Administrative Leave/Early Dismissal
 - 1) If the remote work site is affected by an emergency that prevents the employee from working, but the ODS is not, the employee may be required to report to the ODS or to request leave. At the discretion of the Employer, the Employee may be granted an excused absence depending on the circumstances.
 - 2) If both the ODS and remote work site are affected by an emergency that prevents the employee from working, or employees are otherwise dismissed early, the employee may, at the discretion of the Employer, be granted an excused absence.

SECTION 12: Duration

An employee's involvement in the flexiplace program is voluntary and may be discontinued by the employee or the supervisor at any time with appropriate notice (normally 2 weeks). Management may remove an employee from the program if performance declines, the employee violates the terms of the flexiplace agreement or the program no longer benefits the organization's needs, without advance notice.

TELECOMMUTING EMPLOYEE/SUPERVISOR AGREEMENT

The following constitutes an agreement on the terms and conditions of the Telecommuting agreement between:

Name of Employee

Agency

Name of Supervisor

1. Employee voluntarily agrees to work at the agency-approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telecommuting arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work. The terms of this agreement will be reviewed on an annual basis.
2. Employee's official tour of duty will be: _____
Employee will be working at the alternative worksite on the following days: _____
3. Employee's official duty station is located: _____
The alternative worksite is located: _____
A Self-Certification Safety Checklist has been satisfactorily completed and is attached to this agreement.
4. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.
5. Unless otherwise instructed, Employee agrees to perform official duties only at the regular office or agency-approved alternative worksite. Employee agrees not to conduct personal business while in official duty status at the alternative worksite, for example, caring for dependents or making home repairs.
6. Employee's timekeeper will have a copy of the employee's scheduled telecommuting work hours. Employee's time and attendance will be recorded as if performing duties at the official duty station. Employee will record time and attendance on SCA-4070A, Time and Attendance Record, or an approved agency format, and forward it bi-weekly to their timekeeper. The method of reporting time and attendance does not obviate the employee's obligation to timely certify the records as true and accurate.
7. Employees must obtain supervisory approval before taking leave in accordance with

established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

8. Employee will continue to work in pay status while working at alternative worksite. If employee works overtime that has been ordered and approved in advance, s/he will be compensated in accordance with applicable law, rule and regulation. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting or other appropriate action.
9. Employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes. The agency agrees to install, service, and maintain any Government-owned equipment issued to the telecommuting employee. The employee agrees to install, service, and maintain any personal equipment used. The agency agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls.
10. Provided the employee is given advance notice (normally 24 hours), the employee agrees to permit inspections by the Government of the employee's alternative worksite at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with safety standards and other specifications in these guidelines.
11. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
12. The Government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in the Telecommuting program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.
13. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternative worksite. Any accident or injury occurring at the alternative worksite must be reported immediately to the supervisor. Subsequently, the supervisor must investigate immediately and take appropriate action.
14. Employee will meet with the supervisor to receive assignments and to review

completed work as requested.

15. Employee agrees to complete all assigned work according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative worksite arrangement.
16. Employee's performance must be fully successful or equivalent.
17. Employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, P.L. 93-579, codified at section 552a, title 5 U.S.C.
18. An employee's involvement in the telecommuting program is voluntary and may be discontinued by the employee or the supervisor at anytime with appropriate notice (normally 2 weeks). Management may remove an employee from the program if performance declines, the employee violates the terms of the telecommuting agreement or the program no longer benefits the organization's needs, without advance notice.
19. Employee agrees to limit his/her performance of his/her officially assigned duties to his/her official duty station or to agency approved alternative worksite. Failure to comply with this provision may result in loss of pay, termination of the telecommuting arrangement, and/or other appropriate disciplinary action.

Supervisor _____
Date

Employee _____
Date

Second-line Supervisor _____
Date

Self-certification Safety Checklist for Home-based Telecommuters

The following checklist is designed to assess the overall safety of your alternative worksite. Please read and complete the self-certification safety checklist. Upon completion, you and your supervisor should sign and date the checklist in the space provided.

Name: _____ Organization: _____

Address: _____ City/State: _____

Business Telephone: _____ Telecommuting Coordinator: _____

The alternate duty station is _____

Describe the designed work area in the alternate duty station.

A. Workplace Environment

1. Are temperature, noise, ventilation and lighting levels adequate for maintaining normal level of job performance? Yes • No •
2. Are all stairs with four or more steps equipped with handrails? Yes • No •
3. Are all circuit breakers and /or fuses in the electrical panel labeled as to intended service? Yes • No •
4. Do circuit breakers clearly indicate if they are in the open or closed position? Yes • No •
5. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)? Yes • No •
6. Will the building's electrical system permit the grounding of electrical equipment? Yes • No •
7. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? Yes • No •
8. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? Yes • No •
9. Do chairs have any loose casters (wheels) and are the rungs and legs of the chairs sturdy? Yes • No •

10. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? Yes • No •
11. Is the office space neat, clean, and free of excessive amounts of combustibles? Yes • No •
12. Are floor surfaces clean, dry, level and free of worn or frayed seams? Yes • No •
13. Are carpets well secured to the floor and free of frayed or worn seams? Yes • No •
14. Is there enough light for reading? Yes • No •

B. Computer Workstation (if applicable)

15. Is your chair adjustable? Yes • No •
16. Do you know how to adjust your chair? Yes • No •
17. Is your back adequately supported by a backrest? Yes • No •
18. Are your feet on the floor or fully supported by a footrest? Yes • No •
19. Are you satisfied with the placement of your monitor and keyboard? Yes • No •
20. Is it easy to read the text on your screen? Yes • No •
21. Do you need a document holder? Yes • No •
22. Do you have enough leg room at your desk? Yes • No •
23. Is the screen free from noticeable glare? Yes • No •
24. Is the top of the screen eye level? Yes • No •
25. Is there space to rest the arms while not keying? Yes • No •
26. When keying, are your forearms close to parallel with the floor? Yes • No •
27. Are your wrists fairly straight when keying? Yes • No •

_____ Employee's Signature Date _____

_____ Supervisor's Signature Date _____
Approved • Disapproved



FARM SERVICE AGENCY (FSA)

**NEGOTIATED AGREEMENT ON TELEWORK
(Standalone Agreement)**

FSA-Texas and AFGC Local 571

June 17, 2011

MEMORANDUM OF AGREEMENT

June 17, 2011

This Memorandum of Agreement (MOA) is between the AFGE Local #571 and USDA, Texas Farm Service Agency.

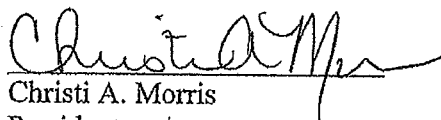
This MOA serves to codify negotiations between the parties for the implementation of the requirements of the Telework Enhancement Act.

The parties agree that Telework will not be approved on a regularly scheduled, recurring basis for any Bargaining Unit Members. Telework may occasionally be approved on a highly limited basis to address Ad-Hoc situations, which are deemed appropriate by the employee's supervisor.

It is the opinion of the parties that employees of the USDA, Texas Farm Service Agency have assigned duties, which require daily contact with other people and that only highly-limited Ad-Hoc and situational approvals may be deemed appropriate for approval. It is further the concern of the parties that the assigned duties of the employees of the Texas Farm Service Agency require the extensive use of privileged and Personally Identifiable Information (PII), which does not lend itself to the portability needs of the Telework Enhancement Act. When removed to offsite locations, providing adequate security for that information is of concern.



James B. Douglass
Acting State Executive Director
USDA, Texas Farm Service Agency



Christi A. Morris
President
AFGE Local #571



FARM SERVICE AGENCY (FSA)

NEGOTIATED AGREEMENT ON TELEWORK

(None – follows DR)

FSA-Arkansas and AFGE Local 108

FSA-Kansas and AFGE Local 3354

FSA-Mississippi and AFGE Local 1031

FSA-Montana and AFGE Local 1585

FSA-North Dakota and AFGE Local 888

FSA-Oklahoma and AFGE Local 3354

FSA-Puerto Rico and AFGE Local 55



***FOOD SAFETY AND INSPECTION
SERVICE (FSIS)***

**NEGOTIATED AGREEMENT ON TELEWORK
None (Bargaining unit employees not eligible for telework)**

***FSIS and AFGE National Joint Council of Food Inspection
Locals***



***NATURAL RESOURCES CONSERVATION
SERVICE (NRCS)***

**NEGOTIATED AGREEMENT ON TELEWORK
(Excerpt of CBA)**

NRCS, Fort Worth TX and AFGC Local 3839

November 6, 2019

ARTICLE 17 – TELEWORK

17.1: GENERAL: Telework will be administered in accordance with federal regulations, laws, rules, policies, procedures, and practices including USDA Department Regulation [DR - 4080-811-002](#), Telework Program, as amended, and this Agreement.

17.2: OFFICE COVERAGE: The teleworking employee will coordinate with their supervisor to ensure that there is adequate office coverage.

17.3: PROTECTING INFORMATION AND EQUIPMENT: Employees are responsible for safekeeping Government materials, documents, and equipment in accordance with Departmental Regulation - [DR 4080-811-002](#) along with other laws, rules, regulations, policies, procedures, and practices, as amended.

ARTICLE 18 – INCLEMENT WEATHER

18.1: GENERAL: The Agency shall administer weather and safety leave in accordance with applicable laws, rules, regulations, policies, procedures, practices, as amended.

18.2: UNSCHEDULED LEAVE: Employees are reminded that they have the option to contact their supervisors and request unscheduled leave to remain at home or leave the office early if there is inclement weather and the office is open. Any reference here to the use of leave includes the use of annual leave, comp time/comp travel, credit hours, time off awards or any other type of paid time available to the employee.

If an employee arrives later than the delayed arrival time due to weather, they may flex their schedule, if possible, or use unscheduled leave to make up the difference.

18.3: TELEWORK: When current and forecasted hazardous weather and road conditions exist in the local commuting area, the Agency recommends employees with approved telework agreements be telework-ready and take their laptops and sufficient work home to provide themselves with the most options during inclement weather.

- A. An employee must have a telework agreement (regular or ad hoc) in place to be permitted to telework during inclement weather.

- B. If inclement weather is forecast, employees with pre-approved telework agreements and who are telework-ready can request approval for unscheduled telework to avoid potentially hazardous road conditions or heavy traffic.

- C. When there is a decision for a delayed arrival, early dismissal or office closure, employees already scheduled to telework that day are expected to work their normal tour of duty at their telework sites. This applies to regular or unscheduled telework. No hazardous weather administrative leave will be granted for pre-scheduled telework. All other employees working at the office/duty station will be granted administrative leave.

- D. If the employee's duty station is closed, the employee is teleworking, and their alternative/telework site is also impacted due to adverse weather and/or power communication outages, the employee can be granted hazardous weather administrative leave in an amount sufficient to complete their scheduled day.

- E. If an employee is working at the duty station when an early dismissal is decided, the employee may, after approval from with their supervisor, choose to leave earlier than the dismissal time and make up the time difference teleworking up to 6:00 P.M. A change of work schedule form is not required. If an employee cannot or chooses not to make up the time difference, they must take leave for the entire time off. For example, a two (2) hour early dismissal is in effect. The employee's normal tour of duty ends at 4:00 P.M. making the early dismissal time 2:00 P.M. The employee decides to leave at 12:00 P.M. They telework from 2:00 P.M. - 4:00 P.M. to make up the difference and record 4:00 P.M. - 6:00 P.M. as "Weather and Safety Leave" on their Time & Attendance.

18.4: LEAVE SITUATIONS: An employee with pre-approved leave prior to the inclement weather will remain on leave during delayed arrival, early dismissal or office closure situations. They will not be credited for the hazardous weather time.

- A. If an employee is working at the duty station prior to an early dismissal decision or when an early dismissal is decided, the employee may request unscheduled leave to depart earlier than the dismissal time using unscheduled leave. The employee will be charged leave for the entire time and not be credited with the hazardous weather administrative leave.
- B. If an employee planned to use sick leave on a day of a late arrival, early dismissal or office closure decision and the legal basis for that sick leave has been eliminated, the sick leave must be cancelled. For example, an employee is scheduled to use sick leave for a medical appointment and that medical appointment is cancelled. The employee may not remain on sick leave.
- C. If an employee is not telework-ready during times of inclement weather, the office is open, and the employee chooses not to come to the office, the employee must contact their supervisor and request unscheduled leave.
- D. Use Code 66 – “Weather and Safety Leave” or other required code in the automated time and attendance system (currently WebTA) to document the administrative leave for delayed arrival, office closure or early dismissal.



***NATURAL RESOURCES CONSERVATION
SERVICE (NRCS)***

**NEGOTIATED AGREEMENT ON TELEWORK
(Excerpt of CBA)**

NRCS, Puerto Rico and AFGE Local 55

March 4, 2022

ARTICLE 17 – TELEWORK AGENCY POLICY: The parties agree bargaining unit employees may telework consistent with the most updated Agency’s telework policy subject to mission requirements and 5 U.S. Code § 6502 applicable laws, government-wide rules, and regulations, and OPM policy.



*Office of the Assistant Secretary for Civil
Rights (OASCR)*

Union: AFGC 3147

Date of Negotiated Agreement: December 19, 2019

**NEGOTIATED AGREEMENT ON TELEWORK
(Excerpt of CBA)**

ARTICLE 5

UNION REPRESENTATION AND OFFICIAL TIME

Section 6

With advanced management approval, Official Time may be used in an Agency facility, a third-party litigation facility, or at an approved telework site.

Section 7

Union Representatives and employees must not use Official Time or duty time to conduct internal union business. Internal union business includes, but is not limited to, the following:

- A. Solicitation of membership;
- B. Elections of labor organization officials; and
- C. Collection of dues.

Official Time will only be authorized during the Union Representative's official duty hours and may be approved while teleworking. The supervisor or supervisor's designee will notify the Agency's Labor Relations Officer immediately when Official Time is denied.

ARTICLE 10

REASONABLE ACCOMMODATION FOR EMPLOYEES WITH DISABILITIES

Section 7

The parties agree that telework and flexiplace may be considered a reasonable accommodation on a case-by-case basis, when the essential job functions can be performed at home and a work at home arrangement would not cause undue hardship.

ARTICLE 22

WORK SCHEDULES

Section 4

Employees attending training of more than eight hours will revert back to an eight hour per day standard tour-of-duty within that pay period. Telework cannot be used while employees are in training status.

Section 8

Bargaining unit employees will follow current Departmental Regulations (i.e. DR 4080-811-002) for telework to the extent it is in accordance with law, rule, government-wide regulation, and this agreement.

The Union reserves the right to Impact and Implementation bargaining in the event the Departmental Regulations are modified.



***OFFICE OF THE CHIEF FINANCIAL
OFFICER (OCFO)***

**NEGOTIATED AGREEMENT ON TELEWORK
Standalone Agreement (MOA)**

OCFO and AFGE Local 2341

August 23, 2022

**MEMORANDUM OF AGREEMENT (MOA)
ON THE USDA TELEWORK AND REMOTE WORK PROGRAMS,
DEPARTMENTAL REGULATION 4080-811-002**

Section 1

This Memorandum of Agreement (MOA) is entered into between the USDA Office of the Chief Financial Officer (OCFO), Financial Management Services (FMS) and National Finance Center (NFC), hereinafter referred to as "Management" or "Agency" and the American Federation of Government Employees (AFGE), Local 2341, hereinafter referred to as "Union."

Section 2

- A. This MOA constitutes the agreement set forth between "Management" and the "Union" and supplements the Telework and Remote Work Programs as set forth under the USDA Departmental Regulation (DR) 4080-811-002.
- B. This MOA is applicable to bargaining unit employees of OCFO, New Orleans, LA. This MOA does not supersede any provisions of the current Collective Bargaining Agreement (CBA), or any mid-term supplements thereof.
- C. In the administration of the matters covered by this Agreement, the parties will be governed by the CBA and this Agreement. If there are any conflicts associated with the telework and remote work programs and any other USDA, OCFO and/or FMS/NFC guidance, the terms of the CBA and this MOA are controlling.
- D. Nothing in this MOA waives any statutory or contractual rights of the Union, employees, or the Agency.

Section 3

- A. In alignment with USDA Secretary's guidance on telework and remote opportunities, this Agreement provides mutual support for offering a variety of strategic workplace flexibilities to recruit and retain the best talent that reflects the diversity of our country, improve employee morale, enhance work and life balance, and make USDA an employer of choice.
- B. Telework and remote work eligible positions will be determined based on the criteria described in applicable laws, rules, and regulations. Relevant factors to determine eligibility of positions will include, but are not limited to, position, title, job series, duties, functions, funding, mission requirements, etc.

- C. Employees occupying a telework eligible position will be eligible to telework up to 8 days per pay period under normal circumstances aligned to the factors referenced in section B above.
- D. Remote eligible positions are deemed to work remotely for the entire pay period under normal circumstances. Geographic restrictions may be applicable to remote positions for business related reasons, to include but not limited to, duties, functions, traveling requirements, and funding. Special Exceptions to Geographical restrictions may be granted to employees for extenuating circumstances (e.g., approved reasonable accommodation, personal/family hardship).
- E. Employees occupying a telework or remote work ineligible position will be provided written notification which will include an explanation as to why the position is deemed ineligible. The Union will be provided an initial report of the Agency determinations and annually thereafter, identifying bargaining unit positions that are deemed ineligible for telework or remote work with the mission-related reason for the ineligibility determination.
- F. An employee and/or the Union may dispute an ineligibility determination in accordance with the CBA or by whatever means the Labor Union, or the Employee deems proper to address the matter. (*i.e., statutory processes such as EEO, MSPB, OSC, etc.*).
- G. If telework is deemed to be a possible contributing factor to poor performance and/or conduct, evidence will be provided to the employee and designated representative regarding this assessment, as telework may be temporarily limited pending fully successful performance and/or conduct being addressed. Impacted employees may be represented or counseled by the Union. Eligibility will be reassessed with employee and designated representative every three (3) months or upon reaching fully successful performance and/or conduct being addressed.
- H. Telework and remote work will be considered for Reasonable Accommodations of Employees chiefly in accordance with DR 4300-008, Reasonable Accommodations and Personal Assistance Services for Employees and Applicants with Disabilities.

Section 4

- A. Weather and Safety Leave. In the event the Agency operations are disrupted due to inclement weather conditions or other unforeseen emergency situations, the Agency will chiefly collaborate with its Union Partners when feasible for their awareness and input for consideration and may authorize weather and safety or other appropriate administrative leave in accordance with the CBA, law, government-wide regulations, and Office of Personnel Management guidance. Moreover, the Union will be provided status updates and reasonably

collaborated with as feasible when additional determinations are being made associated with these emergency situations.

B.a Management and the Union will review this MOU at least every 6 months or at the request of a either Party to revise upon mutual agreement to do so, as needed, to ensure the provisionsa remain in the best interests of the Parties. Any revisions or additions to the provisions of thisa agreement may be proposed by either party and negotiated over in accordance with the CBA.a

Section 5

A.a This MOA shall become effective on the date of Agency Head approval or 31 calendara days after it is signed by all Parties, whichever is sooner.a



***OFFICE OF THE CHIEF INFORMATION
OFFICER (OCIO)***

NEGOTIATED AGREEMENT ON TELEWORK

None (follow the DR)

OCIO and AFGE Local 2341

OCIO and AFGE Local 4016



***OFFICE OF THE CHIEF INFORMATION
OFFICER (OCIO)***

**NEGOTIATED AGREEMENT ON TELEWORK
Legacy Standalone Agreement (applies to employees realigned from
the Forest Service to OCIO)**

OCIO and NFFE Local 2196

September 21, 2018

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“M.O.U.”) is between the United States Department of Agriculture, Forest Service (“the Agency”), and the National Federation of Federal Employees, Forest Service Council (“the Union”), collectively “the Parties,” concerning implementation of USDA DR 4080-811-002 Telework Program, dated January 4, 2018 (“the Telework DR”) for bargaining-unit employees represented by the Union (“employees”).

1. Intent. The intent of the Parties is to establish procedures for the implementation of the Telework DR and appropriate arrangements for employees who are adversely impacted by it. Nothing in this M.O.U. affects the negotiated terms and conditions of the Master Agreement between the Parties, dated December 6, 2016 (“the M.A.”).
2. Virtual Employees. In accordance with its terms, the Telework DR does not apply to virtual employees. Virtual employees are those who have been identified by Management in accordance with the Article 4, Section 22, of the M.A., and as clarified in the Annotations for that section. Affected employees who believe they were hired or assigned into virtual positions before December 6, 2016, may request a review to determine if they should be identified as virtual as provided in Article 4, Section 22.
 - a. Requests for review under this section must:
 - i. be submitted in writing to the employee’s first-line supervisor within 30 days of the effective date of this MOU;
 - ii. explain the basis for claiming to be a virtual employee; and
 - iii. provide any supporting documentation to be considered (such as vacancy announcement, position description, confirmation letter, time-and-attendance records, performance appraisals, email correspondence with the hiring manager or supervisor, statements from other employees, etc.).
 - b. The employee may have Union representation during any discussions between the employee and the Agency related to the request for review. The role of the Union representative is to help the employee understand the process and explain the supporting evidence.
 - c. The Agency will respond to the employee in writing within 60 days of receipt of the employee’s request. The response will provide the rationale for the Agency’s decision. If the employee disagrees with the Agency’s decision, the employee may grieve it in accordance with the provisions of Article 9 of the M.A.
 - d. If the Agency determines that the employee’s position is not virtual, the employee will be directed to report to the official duty station/primary worksite unless there are exigent circumstances. The reporting date should be established after discussion with the employee, but will be not less than 30 nor more than 180 days from the date of the

decision. If exigent circumstances exist, the Agency may make other arrangements, including designating the employee's position as virtual for as long as the employee remains the incumbent in the position.

3. Requests for Reassignment. Any request for an employee to be reassigned as virtual within the employee's current position, other than as a reasonable accommodation for a qualified disability, will follow the provisions of the M.A. at Article 4.14 Requests for Reassignment or Article 42 Personal Hardship, as applicable. In addition to the applicable M.A. provisions, the request should address such factors as the impact to the Agency for salary costs due to locality pay, transportation and per diem costs for anticipated travel between the virtual worksite and an agency worksite, transfer-of-station costs, and recent efforts to recruit and retain quality candidates for the employee's position.
4. Alternate Agency Offices. On a case-by-case basis, an employee may be allowed to work on a regular and recurring basis from a designated Alternate Agency Office away from the employee's official duty station/primary worksite. In accordance with its terms, the Telework DR does not apply to work performed from an Alternate Agency Office.
 - a. An Alternate Agency Office may be one owned or leased by the Agency or by one of the Agency's partners or cooperating agencies and organizations, such as another federal, state, or local agency or a non-governmental or non-profit organization. An Alternate Agency Office does not include an employee's personal residence or other approved location used primarily for the employee's convenience.
 - b. An employee may request to work from an Alternate Agency Office by submitting a request in writing to the employee's supervisor. The request must identify the Alternate Agency Office and point of contact, explain the justification for requesting the arrangement, and propose a schedule for working there (e.g., 100 percent, Tuesdays and Thursdays, etc.). The Agency will respond in writing within 30 days of receipt.
 - c. An employee does not have a right to work from an Alternate Agency Office. Any arrangement to work from an Alternate Agency Office is subject to agreement of the employee, the employee's supervisor, and the authorized designee of the Alternate Agency Office. The agreement may continue as long as it remains satisfactory to all of them. Notice of termination should be provided at least 10 days in advance.
 - d. Upon termination of the arrangement, the employee must report to the employee's official duty station/primary worksite.
5. Space Availability Restrictions. Regions and Stations will develop procedures for recommending approval of requests to telework more than two days a pay period to address space availability restrictions, as provided in the Telework DR. Those procedures should be developed with the collaborative involvement of the Union at the appropriate level, as provided Article 8.3 of the M.A.

- a. The criteria for recommending exceptions will be based on such factors as the nature of the work, the workload, and the suitability of the work for more frequent telework. No preference will be given to managers and supervisors over bargaining-unit employees solely on the basis of their status as managers or supervisors.
 - b. Requests for exceptions must:
 - i. be submitted in writing to the employee's first-line supervisor;
 - ii. explain the basis for requesting exception; and
 - iii. provide any supporting documentation to be considered.
 - c. The employee may have Union representation during any discussions between the employee and the Agency related to the request for exception. The role of the Union representative is to help the employee understand the process and explain the evidence supporting the employee's request.
 - d. Upon request, the Union at the appropriate level will be allowed to provide input to the Regional Forester or Station Director before a determination is made on whether or not to recommend that the Chief approve the employee's request for exception.
 - e. The Agency will respond to the employee in writing within 60 days of receipt of the employee's request.
6. Exceptions Claimed as Condition of Acceptance. An employee who claims authorization to telework more than one day per week/two days per pay period on the basis of a prior agreement or understanding reached with the hiring manager or supervisor at the time of acceptance of the offer of employment must assert that claim within 30 days of the effective date of this M.O.U.
- a. The employee's claim must:
 - i. be submitted in writing to the employee's first-line supervisor;
 - ii. explain the basis for claiming exception; and
 - iii. provide any supporting documentation to be considered (such as vacancy announcement, position description, confirmation letter, time-and-attendance records, performance appraisals, email correspondence with the hiring manager or supervisor, statements from other employees, etc.).
 - b. The employee may have Union representation during any discussions between the employee and the Agency related to the employee's claim. The role of the Union representative is to help the employee understand the process and explain the supporting evidence.

- c. The Agency will respond to the employee in writing within 60 days of receipt of the employee's claim. The response will provide the rationale for the Agency's decision. If the employee disagrees with the Agency's decision, the employee may grieve it in accordance with the provisions of Article 9 of the M.A.
 - d. If the Agency determines the existence of a valid prior agreement, it will remain in effect according to its terms, unless inconsistent with law, rule, or government-wide regulation.
 - e. If the Agency determines that no valid prior agreement or understanding exists, the employee will be required to comply with the Telework DR within 30 days unless there are exigent circumstances. If exigent circumstances exist, the Agency and employee should discuss alternatives, such as extending the required compliance date to allow reasonable time for the employee to make necessary personal arrangements, allowing work from an Alternate Office Location, or designating the employee's position as virtual for as long as the employee remains the incumbent in the position.
7. Employees on Flexible Work Schedules. Bargaining-unit employees on Flexible Work Schedules may, with supervisory approval, also telework additional hours (to meet their basic work requirement of 80 hours biweekly or to earn credit hours) on days when they work in the office. On those days, employees are expected to work the majority of their hours in the office. Except under exigent circumstances, employees will not be approved to telework more than a total of 12 hours in any workweek.
 8. All procedures and arrangements implemented pursuant to this M.O.U. must be consistent with applicable laws, rules, government regulations, and provisions of the M.A.
 9. As soon as practical upon implementation of this M.O.U. jointly developed information will be made available to all employees to offer clarification of policy and intent of this M.O.U. When practical, presentations should be held in conjunction with other scheduled meetings, such as forest leadership team meetings and district safety meetings. When face-to-face meeting is not practical, training can also be provided using other formats that allow for interactive dialog including, but not limited to, video teleconferencing, electronic meetings, or other appropriate technology.
 10. Upon the effective date of this M.O.U., the Parties' prior agreement in the Forest Service Manual, Section 6161 –Telework, is terminated.
 11. This M.O.U. is a Supplemental Agreement under Article 11 of the Master Agreement between the Forest Service and the Forest Service Council of the National Federation of Federal Employees. It is subject to Agency Head Review in accordance with the Federal Labor-Management Relations Statute (the Statute).
 12. This M.O.U. becomes effective on the date of its approval on Agency Head Review or upon expiration of the time provided in the Statute for Agency Head approval or disapproval. It

Memorandum of Understanding

will remain in effect in accordance with its terms unless and until USDA DR 4080-811-002 Telework Program, dated January 4, 2018, is amended, superseded, or rescinded by the Department of Agriculture.

- 13. Either Party may request to re-open this M.O.U. to address changing conditions.
- 14. The Parties stipulate that the signatories below have the authority to bind their respective Party to the terms and conditions as agreed herein.




Date




Date



*United States Department of Agriculture
Office of the General Counsel*

**NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA (Article 48)**

*Office of the General Counsel (Nationwide)
and AFGC Local 1106*

CBA Effective Date: December 22, 2023

Article 48. TELEWORK

Section 1. Authority and Purpose.

- a. Authority. In accordance with the Telework Enhancement Act, 5 U.S.C. § 6501 *et seq.* (Telework Enhancement Act), U.S. Office of Personnel Management 2021 Guide to Telework and Remote Work in the Federal Government, and Telework and Remote Work Programs DR 4080-811-002, this Article establishes the Agency’s telework program.
- b. Purpose. Telework is an arrangement in which an employee, under a written telework agreement, is scheduled to perform their work at an alternative Agency-approved worksite other than the Official Worksite. An employee’s participation in the Agency’s telework program is voluntary. This Article addresses Routine Telework and Situational Telework. Generally, employees covered by this Article are expected to report to their Official Worksite at least two full workdays in a biweekly pay period. The ability of the Agency to require employees to work at an Alternative Worksite in connection with a COOP or a pandemic health crisis under 5 C.F.R. § 550.409 is covered by Article 32—Agency Emergency Action. Telework does not include any part of work done while on official travel. Travel is covered by Article 23—Travel.
- c. Benefits. After two decades of telework experience at OGC, the Parties recognize that the telework program has maintained employee productivity and improved employee morale and job satisfaction and anticipate that it will continue to do so. Telework is not a substitute for adequate dependent care, as specified in Section 7(e) below. The Parties agree that it can be a valuable flexibility to employees with caregiving responsibilities, by eliminating time required to commute and expanding employees’ options in arranging dependent care.

Section 2. Definitions.

- a. Alternative Worksite (“AWS”). An Alternative Worksite or AWS is an Agency-approved worksite location other than the Official Worksite where an employee performs their official duties. An AWS is one that satisfies all requisite Federal health and safety laws, rules, and regulations pertaining to the workplace and the requirements of this Agreement. Employees may have multiple approved AWS but must at all times provide their supervisor timely prior notice of the approved AWS at which they plan to work. It is the employee’s responsibility to ensure that their Alternative Worksites have high speed broadband internet access or secure Wi-Fi access capable of supporting use of USDA’s VPN and applications with the same functionality, privacy, security, and access as if they were at the Official Worksite.
- b. Official Worksite. The Official Worksite is the location of an employee’s duty station as documented on an employee’s Standard Form 50. At their election, supervisors may designate alternate facilities (e.g., client offices or other Federal facilities) as additional

Official Worksites for purposes of an employee's requirement to report to the Official Worksite at least two full workdays each pay period.

- c. Opt-Out. A telework-eligible employee who voluntarily declines to participate in the Agency's telework program. Opt-Outs must sign and check the voluntary Opt-Out box on the Telework Agreement.
- d. Portable Work. Work that can be performed with equal efficiency and effectiveness with respect to quality, quantity, timeliness, and other aspects of accomplishing OGC's mission at either the employee's Official Worksite or at an AWS. The Agency is not obligated to change an employee's regular assignments, duties, or the way the assignments are performed to make work qualify as Portable Work.
- e. Routine Telework. Telework that, as more fully described in Section 4 below, occurs as part of an ongoing schedule specified in a Telework Agreement.
- f. Situational Telework. Telework that, as more fully described in Section 5 below, is approved on a case-by-case basis and the hours worked and/or AWS are not part of a previously approved, ongoing, and regular telework schedule as set forth in a Routine Telework Agreement.
- g. Telework Agreement. The attached Departmental Form AD-3018 and addendum (and addenda or successors thereto) as completed by the employee and agreed to by the employee's supervisor.
- h. Telework Program Coordinator (TPC). The Agency official responsible for promoting the use of telework for and by OGC employees and for administering OGC's telework program pursuant to this Agreement.
- i. Telework-Ready Employee. Any employee who has a Telework Agreement authorizing telework.

Section 3. Employees Ineligible for Telework.

- a. General. The Parties agree that an employee may be deemed ineligible for telework based on one or more of the following criteria, and as specified in this Section.
- b. Position. Ineligibility based on the employee's position.
 - i. An employee may be deemed ineligible if the employee's position has been identified, pursuant to this Section, as ineligible for telework and the employee's daily official duties, responsibilities, or actions are consistent with the employee's designated position. The Agency may identify a position as ineligible for telework based only on the following criteria:

- A. Position duties require daily physical presence at the official worksite and do not include Portable Work that can be accomplished from an AWS.
 - B. Position responsibilities require daily access to specialized equipment located at the official worksite and do not include Portable Work that can be accomplished from an AWS.
 - C. Position activities require daily access to classified materials and do not include Portable Work that can be accomplished from an AWS.
- ii. Determination of telework eligibility based on an employee's position should be based on job functions, and not managerial preference. Telework eligibility should be based on equitable, function-based criteria.
 - iii. As of the Effective Date of this Agreement, the Parties agree that there are no positions within OGC that have been identified as ineligible for telework. The eligibility of a position for telework does not preclude the Agency from requiring that work that is not Portable Work be performed at the Official Worksite.
 - iv. In the event the Agency determines that an existing position, or a newly created position, should be categorized as telework ineligible based on the criteria set forth above in this section, the Agency shall notify the Union President. In such instances, the position categorization is grievable by the Union President and/or employee, if applicable, pursuant to Article 14—Grievances and Arbitration.
- c. Ineligibility Based on the Employee's Performance.
 - i. An employee may be found temporarily ineligible for telework if their performance falls below fully successful.
 - ii. In such circumstances, supervisors are required to initiate corrective action in accordance with Article 40—Evaluation of Employee Performance.
 - iii. The employee's eligibility for telework must be reassessed every 12 months from the date the supervisor documented less than fully successful performance to the employee.
- d. Ineligibility Based on the Employee's Conduct.
 - i. An employee may be found temporarily ineligible for telework if the employee was subject to formal disciplinary action, adverse action, or was placed on a leave restriction within the previous 12 months in accordance with Article 42—Disciplinary and Adverse Actions.
 - ii. The employee's eligibility for telework must be reassessed every 12 months from the date the supervisor documented the employee's conduct leading to ineligibility.

e. Temporary Ineligibility.

- i. An employee may temporarily be ineligible for telework if the employee's duties, responsibilities, or activities change and, for a discrete period of time, the employee is performing work that is telework ineligible based on the criteria set forth above in this section.
- ii. Examples of temporary ineligibility include an employee on a detail or temporary assignment or assigned to assist with a special project.
- iii. The parties agree that any such temporary changes shall be for employee development or for achieving Agency operational or business needs that cannot be performed away from the Official Worksite and not as a form of discipline, punishment, or retaliation against the employee. The parties further agree that this temporary ineligibility provision is without prejudice to Agency rights specified in Section 7.d., below.
- iv. Any employee who is determined to be temporarily ineligible for telework pursuant to this Article will automatically return to being telework eligible without further action by that employee once the employee's duties, responsibilities, or activities return to normal.

f. Permanent Ineligibility. As specified in the Telework Enhancement Act, an employee is permanently ineligible for telework if they have been formally disciplined for the following:

- i. Violation of 5 CFR Part 2635, Subpart G, Misuse of Position, of the Standards for Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing their official duties; or
- ii. Absence Without Leave (AWOL). AWOL is a non-pay status that covers an absence from duty that is not approved. Any USDA employee AWOL for five or more days in any calendar year is permanently ineligible.

Section 4. Routine Telework.

- a. Eligibility. Except with respect to any employees that are ineligible as of the effective date of this Agreement, all employees, regardless of tenure, grade, job series, or title, are eligible for Routine Telework.
- b. Routine Telework. Employees, other than those holding positions ineligible for telework as specified in section 3 above, may request Routine Telework for up to eight days in a pay period, but regardless of schedule, must report to the Official Worksite at least two full workdays a pay period unless their scheduled office day is excused because it falls on

a Federal holiday or the employee uses approved leave. Employees must document their telework arrangements on a Telework Agreement.

- c. Schedule. Every Telework Agreement for Routine Telework must have the Regular/Recurring Telework box checked and must identify the regularly scheduled day or days when the employee intends to telework from an AWS, their schedule for each day, and their AWS for each day. Employees with Routine Telework Agreements are automatically subject to Unscheduled Telework orders.
 - i. Telework may be authorized for an entire day or a portion of a day provided that time spent commuting to or from the Agency's office during a partial telework day shall not count as duty time worked that day.
 - ii. Supervisors may approve telework from more than one AWS so long as each AWS meets the requirements of the Telework Agreement and this Agreement, and the employee provides prior notice to their supervisor of any changes to the AWS where they plan to work.
- d. Approval. Within 10 business days of receipt of a telework request, as documented on a completed and signed Telework Agreement:
 - i. The employee's supervisor must meet with the employee to approve, modify, or deny the request.
 - ii. If a request is approved, the supervisor who approved the request must, within the same 10-day period, provide copies of the approved/signed Telework Agreement to the employee, the Agency's TPC, and the Union President.
 - iii. If a request is denied, the supervisor who denied the request must, within the same 10-day period, provide a written justification to the employee, with copies to the Agency's TPC and the Union President.
 - iv. If a request is modified and the employee does not agree to the modification, then the supervisor who proposed the modification must, within the same 10-day period, provide a written justification to the employee, with copies to the Agency's TPC and the Union President. The employee shall then have 10 days after receipt of the written justification to provide a written response to employee's supervisor, with copies to the Union President and the Agency's TPC, outlining the employee's disagreement with the modification.
 - v. To the greatest extent practicable, a telework request, as documented by the employee on a completed and signed Telework Agreement, shall be approved as submitted unless:
 - A. the request is for Routine Telework and does not provide for two full work days at the Official Worksite per pay period;

- B. the Agency has identified in writing work that can only be performed by the requesting employee at the Official Worksite on the day or days that the employee has requested telework;
 - C. the Agency determines that productivity or level of services furnished to the public, costs of Agency operations, or Agency operational needs require a different Telework Agreement and the Agency provides in writing an explanation of the specific loss of productivity or level of services, or increased costs, or detriment to Agency operational needs presented by the employee's proposed Telework Agreement and how those concerns are addressed by the Agency's proposed Telework Agreement;
 - D. the employee is ineligible for telework based on one of the criteria set forth in Section 3 above; or
 - E. the Agency determines that the Official Worksite cannot accommodate the employee's presence in the office on their requested days to report, except that the Agency must still provide workspace at an Official Worksite for Opt-Outs.
- vi. A telework request shall not be denied or modified on the grounds of ensuring that a minimum number of employees are physically present at the Official Worksite on one or more days unless Agency operational needs that cannot be performed away from the Official Worksite require a minimum number of employees to be physically present, or "in office" days have been scheduled in accordance with subsection 4(d)(vii) below.
- vii. "In Office" Days. OGC offices, Divisions, or working groups may desire to establish regular or recurring days when all employees are physically present at the Official Worksite. Supervisors may modify Routine Telework requests or existing schedules in a Telework Agreement to accommodate a designated "in office" day that generally will occur no more frequently than once every 30 days and require employees to be at the Official Worksite on those days. Supervisors shall make every effort to designate "in office" days on a predictable schedule and will provide employees with as much notice as is practicable for any "in office" day that is called outside the employee's schedule. If an "in office" day called outside the schedule conflicts with an employee's regularly scheduled telework day, the employee shall be permitted to telework on another day in the same pay period in lieu of their regularly scheduled day subject to supervisory approval.
- viii. If a request is denied or modified and the employee does not agree to the denial or modification, then within 10 business days of the denial or modification, the employee and the supervisor shall meet to discuss the differences and attempt to resolve them informally. The employee has the right to have a Union representative present when meeting with the supervisor. This 10-day period may be extended when agreed to in writing by the employee and the supervisor. At the conclusion of this 10-

day period, or extension, if any, if an agreement is not reached, the employee may pursue the remedy process outlined in Article 14—Grievances and Arbitration.

e. Scheduled Telework and Scheduled Office Days.

- i. Although a teleworking employee is expected to report to the Official Worksite at least two full workdays as defined in Article 44—Hours of Work in a biweekly pay period, if a Federal holiday falls on an employee’s scheduled office day, the employee is not required to report to the Official Worksite on a scheduled telework day in order to make up for the office day that fell on a holiday.
- ii. If an employee takes approved leave to be absent for all or part of a scheduled office day, the employee is not required to report to the Official Worksite on a scheduled telework day in order to make up for the office day where the employee was absent for all or part of the day.
- iii. If an employee with a Telework Agreement desires to switch scheduled telework days and scheduled office days in a pay period, the employee should request the switch as far in advance as practicable. The employee’s supervisor should allow the switch unless the Official Worksite cannot accommodate the employee’s presence in the office on the proposed switch day or Agency business or operational needs that cannot be performed away from the Official Worksite require the employee to be in the office on their regularly scheduled office day.

Section 5. Situational Telework

- a. Situational Telework. Situational Telework is telework that is approved on a case-by-case basis where the hours worked and/or the AWS are not part of a previously approved Telework Agreement for Routine Telework. The subsets of Situational Telework are: Ad Hoc Telework, Temporary Telework, and Unscheduled Telework. An employee may be approved for Routine Telework, Situational Telework or both. Telework Agreements for Situational Telework are subject to all the requirements and procedures for eligibility, approval, denial, modification, etc. as are set forth elsewhere in this Article including Sections 3 and 4 above.
- b. Situational Telework Agreements. Every Telework Agreement for Situational Telework must have the Situational Telework box checked and must identify the anticipated AWS. Employees with Ad Hoc or Temporary Telework Agreements are automatically subject to Unscheduled Telework orders.
 - i. Ad Hoc Telework: Employees may desire, for specific periods of time in response to specific events, to have the flexibility to telework from approved Alternative Worksites without committing to a regular and recurring schedule of Routine Telework, or the flexibility to supplement their Telework Agreement for Routine Telework of less than 8 days a pay period with additional days of telework up to a

maximum of 8 days a pay period. An employee approved for both Routine and Ad Hoc Telework may not telework more than eight days a pay period.

- A. Process: Employees should submit a Telework Agreement, check the box for Situational Telework, and identify the Alternative Worksites that are expected to be utilized. Employees should request permission in writing as far in advance as practicable from their supervisor for each instance of Ad Hoc Telework and identify their work schedule and Alternative Worksite.
- B. Examples: Ad Hoc Telework may accommodate a variety of employee and Agency priorities including but not limited to:
 - 1) Work/life balance needs (e.g., medical appointments, parent/teacher conferences, etc.) when commuting to the Official Worksite before or after such events is impractical or inefficient.
 - 2) An employee on annual leave who wishes to perform Agency work while on leave (for example an employee who needs to respond to litigation or client deadlines while on leave) in accordance with Article 49—Leave.
 - 3) An employee who has a mild illness that would not interfere with work performance or productivity (e.g., common cold).
 - 4) An employee who has a dependent at home due to a mild illness or school closure and whose caregiving responsibilities do not interfere with the employee’s work performance or productivity while working at the AWS.
 - 5) An employee needs to spend focused time on a specific task and the AWS provides a less distracting setting than the Official Worksite.
 - 6) An employee desires to telework as an exception to their regular routine.
- ii. Temporary Telework. In certain circumstances, an employee may request a Temporary Telework arrangement. Under this arrangement, the employee’s Official Worksite designation remains unchanged and there is a temporary exception to the requirement that teleworkers report to the Official Worksite at least two full workdays a pay period. The employee must be expected to return to the Official Worksite at some point in the near future on a regular and recurring basis. After the initial approval period, any subsequent request(s) and approval(s) for an extension of the arrangement must be made as soon as possible before the end of the initial approval period to ensure the temporary exception continues to apply. It is the responsibility of the employee’s supervisor to decide when it no longer is proper to apply the temporary exception. It is the employee’s responsibility to comply with any tax or pay consequences that could result from a Temporary Telework arrangement.

A. Examples. Temporary Telework may be approved for a variety of circumstances not limited to:

- 1) Recovery from an injury or medical condition or attending to the recovery of a family member;
- 2) Conditions that prevent commuting to the worksite, such as ongoing severe weather, a public health crisis, or planned or unplanned disruptions in public transportation;
- 3) Extended approved absences from work due to use of leave;
- 4) The employee is on a detail or extended work travel away from the Official Worksite; or
- 5) Family or personal reasons that allow for accomplishing Portable Work but prevent regular reporting to the Official Worksite for reasons beyond the employee's control.

B. In addition to the examples above, an employee may request a temporary exception to waive the requirement to report to the Official Worksite for up to any five scheduled office days in a leave year but no more than three scheduled office days may be waived in a row.

iii. Unscheduled Telework.

A. OPM or USDA authorized officials may announce operating status guidance allowing for unscheduled telework.

B. Employees with a Telework Agreement (for Routine or Situational Telework) are expected to telework or take other authorized leave (paid or unpaid), or a combination of both, as approved by the supervisor for weather or other events under subsection 5(b)(iii)(A) above. Telework performed outside the schedule of the Telework Agreement for weather or other events is regarded as Unscheduled Telework.

C. Teleworkers generally are ineligible for Weather and Safety Leave when a closure is announced, except in rare and infrequent circumstances:

- 1) Weather and Safety Leave may be granted to a Telework-Ready Employee who, in the supervisor's judgment, could not have reasonably anticipated the severe weather or other condition so did not take needed equipment or work with them. Supervisors may direct employees to prepare for such events by taking any necessary equipment and work home with them.

- 2) Weather and Safety Leave may be granted to a Telework-Ready Employee who is prevented from safely working at the AWS because of severe weather or other event (*e.g.*, electrical power or broadband outage, fire, flooding, or heating and cooling failures). Employees must communicate with their supervisors as soon as possible when such work disruptions occur and may be required to return to the Official Worksite or another agreed-upon location.
- 3) Teleworkers who are working in an Agency office or other Official Worksite when an early departure is announced for inclement weather or other event generally may receive Weather and Safety Leave for time required to commute home (excluding the period for an unpaid lunch break). This means that telework participants must complete the remaining hours of their workday (if any) either by teleworking or taking leave (paid or unpaid) once they arrive home.

iv. Ongoing Emergency Telework

- A. OPM or USDA authorized officials may announce emergency operating status in response to a pandemic, public health crisis, or other ongoing emergency situation under 5 C.F.R. § 550.409 and order employees to evacuate from their worksite and perform work from their home or an alternative location without regard to whether the employee has a Telework Agreement in place at the time the order to evacuate is issued.
- B. In instances in which the Secretary or General Counsel activates the COOP for the Department or Agency, or in which there is activation of a COOP for the Federal workforce by the White House or OPM, the COOP supersedes this Article. See Article 32—Agency Emergency Actions.

Section 6. Provisions Applicable to All Telework

- a. Flexible Work Arrangements/Credit Hours. Teleworkers may participate in all flexible and compressed work schedules or other flexible work arrangements available to Agency employees under Article 44—Hours of Work so long as the schedules and work arrangements comply with the requirements of Section 4 above. For example, an employee working a schedule of 4/10 hour days each week may telework up to 6 days a pay period with 2 scheduled office days and 2 days off. Teleworkers may earn and use Credit Hours in accordance with Articles 44—Hours of Work and 49—Leave.
- b. Changes/Termination of Existing Approved Telework Agreements. Approved Telework Agreements remain in effect until a change is initiated by the employee, the supervisor, or unless the employee becomes temporarily or permanently ineligible for telework as specified in Section 3 above. An employee who wishes to change or terminate their approved Telework Agreement should submit a new Telework Agreement to their supervisor at least 14 days before the requested effective date of the new telework

arrangement. The time periods identified in Section 4(d) above (Approval) shall apply to any request to change or terminate an existing approved Telework Agreement.

- c. Call-Back to Office. The Agency reserves the right to call employees back to the Official Worksite, even on scheduled telework days, in accordance with the following procedures:
 - i. Supervisors should minimize instances of disruption to approved telework schedules unless necessary to accomplish business or operational needs where alternative virtual communication means (e.g., teleconference, virtual meetings) are not suitable or available. In those circumstances, teleworking employees working at an AWS may be recalled to the Official Worksite on a scheduled telework day.
 - ii. An employee may not be recalled to the Official Worksite as a form of discipline, punishment, or retaliation against the employee.
 - iii. The supervisor should notify affected employee(s) as soon as possible if they are subject to a recall to the Official Worksite, generally at least 24 hours in advance.
 - iv. Employees shall leave the AWS and return to the Official Worksite if requested under this section. If return to the Official Worksite is not possible, the employee may continue to work from the AWS only with agreement of the supervisor, otherwise the employee must request leave. Employees returning to the Official Worksite if requested under this section generally should be permitted to take a replacement telework day that pay period or the following pay period.
- d. Equitable Treatment. Supervisors shall evaluate all teleworkers and Opt-Outs under the same performance management system and afford them the same professional opportunities, assignments, and treatment with regard to work projects assigned, performance appraisals, awards, recognition, training and developmental opportunities, promotions, and retention incentives.

Section 7. Employee's Telework Responsibilities

- a. General. Telework is official work time and a tool for accomplishing work. While teleworking, all workplace policies remain in place, including work start/end times, rules regarding time and attendance, and employee expectations concerning performance and conduct. Teleworking employees shall provide the same level of support, availability, and accessibility to clients, coworkers, and their supervisor(s) as if working at the Official Worksite, including organizational and individual work requirements (e.g., client service, timeframe for returning phone calls, voicemail messages, and email communication), staff meeting attendance, duty hours, and accurately coding time and attendance; and complete all applicable mandatory training courses. Teleworking employees will follow USDA safety requirements and ensure proper security of USDA equipment, information, and materials at the AWS.

- b. Outages and Disruptions. Employees are responsible for communicating to their supervisor in a timely fashion any power, heating, air conditioning, internet, or telephone outages, or other similar disruptions to the AWS, other than *de minimis* outages or disruptions. In the event of outages or disruptions to the AWS, the employee shall continue performing Agency work that may be carried out during the outage. When an outage or disruption exceeds 30 minutes and the employee is unable to continue performing Agency work during the outage, employees shall discuss with their supervisor the need to charge leave or take administrative leave, based on whether the outage or disruption was localized or widespread through the region. In such situations, the employee may, in lieu of charging leave, utilize schedule flexibilities and resume teleworking later on the day in question (within the hours of work), provided the outage or disruption ends later in the day and provided the employee has the approval of their supervisor. The employee may also commute to the Official Worksite, provided the employee has the approval of their supervisor and discussed the need to charge leave and/or utilize schedule flexibilities for the time required to commute to the Official Worksite.
- c. Government Furnished Equipment. The employee shall take reasonable safeguards to protect government furnished equipment from theft and damage while commuting between the AWS and Official Worksite and follow the requirements of Article 21—Workplace Technology and Equipment while teleworking.
- d. Telework Training/Self-Certification. Employees shall complete required USDA employee telework training and submit the Telework Agreement to their Supervisor.
- e. Dependent Care. Employees shall ensure all necessary dependent/elder care arrangements are maintained and do not interfere with the employee’s work while working at the AWS. If caregiving responsibilities would interfere with an employee’s work duties during the time the employee is working at an AWS, the employee must arrange for other care or request leave or work schedule adjustments for those periods when the employee is not able to work due to caregiving responsibilities.
- f. Compliance with Other Requirements. Employees shall ensure compliance with the USDA’s and the Agency’s information technology policies and procedures; comply with Agency policies and the provisions of this Agreement regarding pay, work schedules, time reporting code requirements, leave requests, and other administrative requirements in the same manner as employees working at their Official Worksite; and maintain information and document security and confidentiality in accordance with Agency, Departmental, and Federal Government-wide requirements.
- g. Safe Workplace/Injury. Employees shall ensure that the AWS is safe and allows for safe work habits. If an injury occurs to the employee at the AWS while performing official duties, the employee shall immediately notify their supervisor, providing details of the incident or injury in accordance with Article 34—Federal Employees’ Compensation Act. The employee shall also complete any necessary Department of Labor, Occupational

Safety and Health Administration forms as provided by the Agency in accordance with Article 34.

Section 8. Agency's Telework Responsibilities

- a. Data. Upon request, the Agency shall provide telework participation data to the Union President, including documented approvals and disapprovals as provided in this Article, whenever such data is compiled.
- b. Injuries. The Agency shall assist the employee in determining whether the employee is covered by the Federal Tort Claims Act (FTCA), Federal Employees' Compensation Act, and/or any other relevant law or regulation in accordance with Article 34—Federal Employees' Compensation Act. The Agency shall also provide the employee with any necessary forms to document the injury or incident and assist the employee in completing these forms, such as those specified by the Department of Labor, Occupational Safety and Health Administration accordance with Article 34. However, neither the Agency, Department, nor United States is liable for damages to the employee's personal or real property while the employee is teleworking, except to the extent the Government is held liable by the FTCA or any other applicable law or regulation.
- c. Telework Program Coordinator. Within 30 days of the effective date of this Agreement, the Agency shall make an announcement to all employees identifying the Agency's TPC. This information shall also be posted on the Employee Information Page as provided in Article 17—Provision of Information and Employee Information Page. The Agency shall update this announcement whenever the Agency's TPC is replaced. The Agency's TPC will administer the telework program and promote its use as follows:
 - i. Ensure all employees are notified of their eligibility to telework and encourage them to annually review or update their Telework Agreements or Opt-Out by selecting the appropriate box on their Telework Agreement;
 - ii. Notify and provide new employees with a link to or copy of this Article and include training on telework in the Agency onboarding process covered in Article 50—Onboarding;
 - iii. Ensure supervisors are aware of their responsibilities set forth in subsection 8(d) below;
 - iv. Ensure managers are aware of the requirement for teleworkers and supervisors to complete required training prior to implementing a telework arrangement;
 - v. Coordinate with relevant parties on inventories of available computers, laptops, mobile phones, printers, and other office equipment for use in the telework program prior to reporting the property as excess;

- vi. Ensure employees and supervisors accurately record duty time spent in telework status in the time and attendance system;
 - vii. Encourage supervisors to review Telework Agreements with their employees annually; and
 - viii. Upon request, the Agency will meet with the Union to discuss its reports to OHRM on OGC's telework program.
- d. Supervisors. OGC supervisors shall:
- i. Notify all assigned employees of their eligibility to telework, or opt out;
 - ii. Follow procedures and timeframes set forth in this Article for responding to and otherwise processing any telework work request, including making a good faith effort to resolve any telework work request denials or proposed modifications in a timely manner;
 - iii. Provide written notification and explanation to any employee who is not eligible to participate in telework under this Article;
 - iv. Ensure consistent and fair administration of this Article in their areas of responsibility; and
 - v. Upon approval of a Telework Agreement, establish and communicate clear expectations with employees regarding methods of communication (*i.e.*, client service, timeframes for returning phone calls, voice mail messages, and email communications), staff meeting attendance, duty hours, and the accurate coding of telework for time and attendance purposes.

United States Department of Agriculture Telework Agreement

1. Agreement Date:	2. Agreement Type: <input type="checkbox"/> New <input type="checkbox"/> Revision <input type="checkbox"/> Opt Out
3. For employees opting out of participation in the telework program, please affirm the following: <input type="checkbox"/> I fully understand that I am eligible to participate in USDA's Telework Program. I acknowledge that I have been notified of my status, and at this time I voluntarily decline to participate in telework in any capacity. <input type="checkbox"/> I understand that I may revisit my decision to participate in the Telework Program at any time, provided that I meet the eligibility and suitability requirements and complete a revised telework agreement form.	
Employee Information	
4. Employee Name (<i>First, MI, Last</i>)	
5. Mission Area/Agency/Staff Office	6. Organization/Division
7. Employee Appointment Type: <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Intermittent <input type="checkbox"/> Seasonal <input type="checkbox"/> Other: _____	
8. Employee Work Schedule <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Intermittent <input type="checkbox"/> Seasonal <input type="checkbox"/> Other: _____	
9. Employee Tour of Duty <input type="checkbox"/> Standard <input type="checkbox"/> Compressed (5/4-9) <input type="checkbox"/> Compressed (4-10) <input type="checkbox"/> Flexible <input type="checkbox"/> Other: _____	
10. Estimated total number of commuting miles saved: _____ miles per pay period _____ miles per year	
11. Requested Telework Category <input type="checkbox"/> Regular/Recurring <input type="checkbox"/> Situational/Non-scheduled	12. Telework Location <input type="checkbox"/> Residence <input type="checkbox"/> Satellite Office <input type="checkbox"/> Telework Center
13. Telework: Week 1 Schedule <input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun Telework: Week 2 Schedule <input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	

14. Employee has completed required telework training? <input type="checkbox"/> Yes <input type="checkbox"/> No Date completed:	15. Supervisor has completed telework training? <input type="checkbox"/> Yes <input type="checkbox"/> No Date completed:
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Telework Agreement Conditions

- Employee requests participation in the program and will adhere to the applicable guidelines, policies and law. Agency concurs with employee participation and agrees to adhere to the applicable guidelines, policies, and law.
- To be considered telework ready, employees must have an approved core or situational telework agreement in place, in addition to being available to work, including for professional development activities, having the appropriate equipment, or other means necessary to be able to perform work and stay connected.
- Employee's most recent performance rating must be at least equivalent to "fully successful."
- Employee understands that unscheduled telework or unscheduled leave must be used with supervisory notification during periods of unscheduled telework authorization due to weather or other emergencies. An employee performing unscheduled or regularly scheduled telework: 1) is expected to work all regularly scheduled hours on days when unscheduled telework is announced or to request unscheduled leave from the supervisor; and 2) is expected to work all regularly scheduled hours when unscheduled telework is announced and weather-related delayed arrival or early departure is authorized or request unscheduled leave from the supervisor.
- Employee agrees to follow policy for requesting and obtaining supervisory approval of leave.
- Employee's time and attendance (T/A) for all official duty time spent in a teleworking status will be recorded using the proper telework time code.
- Employee's official tour of duty must include at least a 30-minute uncompensated lunch.
- Employee understands requirements for an adequate and safe office space and that these requirements must be met.
- Employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with the provisions set forth in the *Privacy Act of 1974* ([5 U.S.C. 552a](#)).
- Employee is covered under the *Federal Employee's Compensation Act (FECA)*/*Federal Tort Claims Act (FTCA)* in the course of performing official duties at the alternate work.
- Employee understands that telework is not a substitute for dependent care (childcare or elder care) while performing official duties in a residential office and that appropriate arrangements must be made to accommodate children and adults who cannot care for themselves.

- This telework agreement shall correspond with the employee's approved transit subsidy benefits. It is the employee's responsibility to adjust and re-certify their transit subsidy authorizations to ensure alignment with this telework agreement.
- This telework agreement should be reviewed and discussed between the employee and supervisor on an annual basis.

Approving Signatures

17. Signing this form constitutes a telework agreement between the USDA, the employee, and the approving supervisor.

Employee Signature	Date Signed
Supervisor Signature	Date Signed
Telework Program Coordinator Signature	Date Signed

To be Completed by Supervisor

18. Request Status

- Approved
 Disapproved
 Returned for Correction

Reason(s) for Disapproval

- Position duties require physical presence on a daily basis.
- Position duties require access to and/or use of specialized equipment on a daily basis located only at the traditional work site.
- Position duties require access to the handling of classified material on a daily basis.
- Employee has received a less than fully successful performance rating or has received formal disciplinary action for conduct issues and that formal notice remains in their eOPF or personnel folder.
- Permanent ineligibility** pursuant to telework status and Departmental regulation.

Please return the signed form to the Mission Area/Agency/Staff Office Telework Coordinator.

Telework Program Coordinator Signature	Date
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Telework Security and Work Equipment Checklist	
Information Security	
Has the employee been trained to recognize and handle controlled unclassified information (CUI) in a telework environment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has a locked file cabinet been identified/provided to secure sensitive CUI files, records, papers, or electronic media?	<input type="checkbox"/> Yes <input type="checkbox"/> No
A review of the job duties and responsibilities has been completed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Issues related to level of sensitivity were noted from the review.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Workstation Configuration	
The employee has been issued the following government furnished equipment (GFE). GFE refers to Mission Area/agency/staff office owned equipment.	
<input type="checkbox"/> Computer <input type="checkbox"/> Printer <input type="checkbox"/> Cell Phone <input type="checkbox"/> Software <input type="checkbox"/> Other:	
Telework Connection Requirements	
The following connectivity requirements are employee-provided and paid for by the employee unless other formal written agreement is approved by the supervisor and the employee.	
<input type="checkbox"/> Telephone/modem line <input type="checkbox"/> Direct internet/wireless connectivity <input type="checkbox"/> N/A	

Instructions

- 1. Agreement Date:** Select the date from the dropdown box or type in the date MM/DD/YYYY format.
- 2. Agreement Type:** Select the applicable agreement type. This entry identifies if this telework agreement form is new, a revision to an existing agreement, or if the employee is opting out of participation in the program.
- 3. Opt-out affirmation:** If the employee is choosing not to participate in telework at this time, both affirmation selections will need to be selected.
- 4. Employee Name:** Enter your name in first name, middle initial, last name format.
- 5. Mission Area/Agency/Staff Office:** Enter your current Mission Area, agency, or staff office name; do not enter the office acronym.
- 6. Organization/Division:** Enter your current organization or division name. (acronym allowable).
- 7. Employee Appointment Type:** Select your appointment type. This entry should identify if your employment appointment type is full-time, part-time, intermittent, or seasonal. If your appointment type is not one of these selections, select “Other” and enter your specific appointment type.
- 8. Employee Work Schedule:** Select your work schedule type. This entry should identify if your work schedule is full-time, part-time, intermittent, or seasonal. If your work schedule type is not one of these selections, select “Other” and enter your specific work schedule type.
- 9. Employee Tour of Duty:** Select your tour of duty type. This entry should identify if your tour of duty is standard, compressed, or flexible. If your tour of duty is not one of these selections, select “Other” and enter your specific tour of duty type.
- 10. Estimated total number of commuting miles saved:** Enter the miles saved per pay period and the miles saved per year in the applicable fields.
- 11. Requested Telework Category:** Select if you will be teleworking on a regular/recurring basis or on a situational/unscheduled basis.
- 12. Telework Location:** Identify if you will be teleworking from your residence, a satellite office, or a telework center.
- 13. Week 1 & 2 Schedules:** Select the days for both weeks of the pay period that you will be teleworking.

14. **Employee telework training:** Identify if you (employee) have taken telework training and the completion date of your training.
15. **Supervisor telework training:** Supervisor must identify if they have taken the supervisory version of the telework training and the completion date of their training.
16. **Approving Signatures:** The employee, supervisor, and telework program coordinator must sign this form to verify the affirm the telework agreement has been approved and is in place.
17. **To be Completed by Supervisor:** The approving supervisor must complete the agreement status information section. If a telework agreement is disapproved, the reason(s) for disapproval must be identified and the employee informed of the disapproval in accordance with DR 4080-811-002, *Telework Program*.
18. The attached *Telework Security and Work Equipment Checklist* should be reviewed by the supervisor and the employee to ensure security, workstation configuration, and telecommunications requirements are addressed.

**Office of the General Counsel Addendum (Addendum) to
Form AD-3018 Telework Agreement**

This telework arrangement applies to: _____ (employee).

1. This Addendum sets forth additional terms of the telework arrangement entered between the employee and the Office of the General Counsel (Agency). To the extent the employee has executed a prior addendum to an existing Form AD-3018, this Addendum supersedes and replaces that prior addendum in its entirety.

2. The terms of this Addendum and the Form AD-3018 executed by the employee and the Agency (together, the Telework Agreement) must be read in conjunction with Departmental Regulation 4080-80-811-002 and the 2023 Collective Bargaining Agreement between the Agency and the American Federation of Government Employees, Local 1106 (herein “CBA”).

3. This telework arrangement is for:

_____ Routine Telework (as defined in Article 48 of the CBA—Telework.)

_____ Situational Telework (as defined in Article 48 of the CBA—Telework.)

_____ Both Routine and Situational Telework (as defined in Article 48 of the CBA—Telework.)

4. This telework arrangement will begin on _____ and continue until terminated by the employee and/or the Agency in accordance with Article 48 of the CBA—Telework.

5. The employee’s division or office is: _____

6. The employee’s Official Worksite(s) (as defined in the CBA) is/are:

7. The employee’s Alternative Worksite(s)/AWS (as defined in the CBA) is/are (note: this section should be completed by employees requesting Routine Telework and Situational Telework; multiple AWS may be listed; employees are responsible for assuring that each

location complies with Article 48 of the CBA—Telework and informing their supervisor(s) as to which location is being utilized on which day):

8. Unless otherwise instructed or as approved by the employee's supervisor in accordance with Article 48 of the CBA—Telework the employee shall work only at an Official Worksite or an Alternative Worksite.
9. The employee agrees not to conduct personal business while in official duty status at the Alternative Worksite. Telework is not a substitute for adequate dependent care while performing official duties in a residential office and appropriate arrangements must be made to accommodate children and adults who are present in the residence and cannot care for themselves.
10. For employees requesting Routine Telework, the employee's work schedule for a pay period is:
11. Employees are subject to Unscheduled Telework as provided for in Article 48 of the CBA—Telework.
12. All pay, special salary rates, leave, and travel entitlements shall be based on the employee's Official Worksite. The employee's time and attendance shall be accurately recorded as work at the official duty station or telework as appropriate.
13. The employee must follow established office procedures for requesting and using leave as set forth in Article 48 of the CBA—Telework and Article 49 of the CBA—Leave.
14. Employees are responsible for the proper use, care, and security of Agency/Government furnished property and equipment (GFE) at any Alternative Worksite as set forth in Article 48 of the CBA—Telework and Article 21 of the CBA—Workplace Technology and Equipment, which establish the duties and responsibilities of the Agency and the employee with respect to such equipment. In addition to the information contained on Form AD 3018 and upon request, the employee will provide their supervisor a list of all other GFE that is at the Alternative Worksite.
15. Employees are responsible for the proper use, care, storage, security, and retention of Government records at any and all Alternative Worksites. The employee shall protect

Government records from unauthorized disclosure, loss, or damage, and shall comply with the Privacy Act of 1974, 5 U.S.C. § 552a.

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Telework Program Coordinator Signature: _____ Date: _____



Office of Hearings and Appeals

NEGOTIATED AGREEMENT ON TELEWORK

Article 23 – “Telework” (Amended 5/25/2022)

OHA AND AFSCME COUNCIL 20, LOCAL 3020

July 24, 2019

ARTICLE 23 - TELEWORK PROGRAM

23.1 GENERAL

- A. The CBA applies to bargaining-unit employees (“Employees”) of the Office of Hearings and Appeals (“OHA” or “Agency”), which includes the National Appeals Division (“NAD”), the Office of Administrative Law Judges (“OALJ”), and the Office of the Judicial Officer (“OJO”).
- B. The Agency fully supports and promotes the use of telework by Employees as appropriate based on the duties of an Employee’s position and the efficiency and efficacy of accomplishing the mission. Telework may produce tangible savings and other benefits to the Employees and the Agency, but an Employee’s use of telework must be balanced to ensure it does not impede the Agency’s mission or its duty to provide quality customer service. The Agency’s policy is to provide Management with the option to allow Employees in eligible positions to work at alternate worksites, as described in this Article.
- C. For the purposes of this Article, the term “telework” refers to the performance of the duties of a position at an approved, alternate worksite. Telework does not include work performed while on official travel status, performed while commuting, or remote work. The term “remote work” refers to an arrangement where an Employee is scheduled to perform work at an approved alternate worksite, typically the Employee’s residence, on a regular and recurring basis.
- D. This Article does not apply to NAD Administrative Judges who establish residence-based offices per CBA Article 26.

23.2 ELIGIBILITY FOR TELEWORK

- A. All Employees, regardless of tenure, grade, job series, or job title are presumed eligible for telework unless prohibited by the provisions of this CBA. Management will notify all bargaining unit Employees of their eligibility to telework or opt out of telework.
- B. Newly hired Employees are eligible for telework after ninety (90) days of fully successful performance, subject to the eligibility criteria discussed herein.
- C. Telework is voluntary. Each Employee must either opt to telework or affirmatively opt out of telework by completing a Telework Agreement (form AD-3018 (Nov. 2021) (new Appendix F)) and submitting it to their immediate supervisor(s). Employees who participate in telework must complete all required telework training and evaluations.
- D. Management will consider providing telework as a reasonable accommodation for disabilities, medical conditions, religious beliefs, and other circumstances

as appropriate. An Employee who seeks telework as a reasonable accommodation will follow the policies and procedures outlined in DR 4300-008 (entitled *Reasonable Accommodations and Personal Assistance Services for Employees and Applicants with Disabilities*), as amended or replaced.

- E. To remain eligible for telework, Employees must perform the duties of their position, as specified by their annual performance plans, at a fully successful level. While teleworking, Employees will (1) provide the same level of support, availability, and accessibility to customers, coworkers, and their supervisors as at the official worksite and (2) meet established organizational and individual work requirements, including deadlines for submitting work product; timeframes for returning phone calls, voicemail messages, and emails; attendance at staff meetings; and adherence to approved work schedules.
- F. Employees who telework must not adversely affect the performance or add to the workload of other Employees. While teleworking, Employees must adhere to the most recent *Standards of Ethical Conduct for Employees of the Executive Branch*.
- G. Management will ensure an equitable distribution of the workload between Employees who telework and Employees who work at the official worksite.
- H. Employees who participate in telework should ensure their alternate worksites protect the confidentiality of data and the safety and security of Government equipment. Each Employee should ensure the alternate worksite has adequate internet access.
- I. Budget permitting, Management will provide the necessary computer equipment and supplies to enable Employees who participate in telework to accomplish the requirements of their performance plans.
- J. Management will ensure consistent and fair administration of telework policies and procedures. Upon approval of a Telework Agreement, direct supervisors will establish and communicate clear expectations regarding Employee responsibilities while teleworking, including guidelines for submitting work assignments; responding to phone calls, voicemail messages, and emails; attending staff meetings; complying with approved work schedules; and recording time and attendance.

23.3 INELIGIBILITY FOR TELEWORK

- A. Positions may be identified as ineligible for telework based only on the following criteria:
 - (1) Position duties require daily physical presence at the official worksite and do not include any portable or administrative work that can be

accomplished from an approved, alternate worksite; or

- (2) Position duties require daily access to specialized equipment located at the official worksite and do not include any portable or administrative work that can be accomplished from an approved, alternate worksite; or
- (3) Position duties require daily access to classified materials and do not include any portable or administrative work that can be accomplished from an approved, alternate worksite.

B. Employees may be identified as ineligible for telework based only on the following criteria:

- (1) Performance. An Employee may be found ineligible for telework if the Employee is placed on a Demonstration Opportunity in accordance with DR 4040-430 (entitled *Employee Performance and Awards*) or receives a less than fully successful performance rating. The Employee's eligibility for telework must be reassessed at least every twelve (12) months from the date of the documented performance rating or start of the Demonstration Opportunity, as elected by the Employee's supervisor.

Except in rare circumstances, an Employee will not be removed from telework for a single infraction of the Telework Agreement, and supervisors and Employees will make a bona-fide effort to work out specific problems before any decision is made to remove the Employee from telework. Decisions to remove the Employee from the telework program shall be memorialized in writing and shall contain the reasons for such action. Employees shall be provided the notice at least forty-five (45) days before such action is taken.

- (2) Conduct. An Employee may be found ineligible for telework if the Employee was subject to formal disciplinary action, adverse action, or was placed on a leave restriction within the previous twelve (12) months.

C. An Employee is permanently ineligible for telework if they have been formally disciplined for the following:

- (1) Violation of 5 CFR § 2635, Subpart G, for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing their official duties; or
- (2) Being absent without leave for more than five (5) days in any calendar year. Absent without leave is a non-pay status that covers an absence from duty that is not approved.

23.4 TELEWORK AGREEMENTS

A. Telework Agreements remain in effect until a change is initiated although supervisors should annually review telework agreements with Employees.

(1) As an alternative to initiating corrective action under DR 4040-430 (*Employee Performance and Awards*), a supervisor may, once during a twelve (12)-month period, temporarily modify an Employee's Telework Agreement for up to sixty (60) days in an effort to address performance or conduct problems. The Employee's supervisor shall provide the Employee written notice at least seven (7) calendar days prior to the modification.

(2) To initiate a more permanent change to a Telework Agreement, Management or an Employee must provide written notice at least forty-five (45) days before the change, except in certain situations as discussed in subsection 23.5(D) of this Article. Before Management modifies, suspends, or terminates a Telework Agreement, Management will provide the Employee written notice, usually at least forty-five (45) days in advance. The notice must specify the reason and effective date of the change, any appeals or grievance procedures available to the Employee, and the corrective action(s) the Employee must take to regain eligibility for telework. The modification, suspension, or termination will take effect even if an Employee does not consent to or acknowledge the change via signature. A permanent change in an Employee's position or a modification requested by Management or an Employee will require the Employee to complete a new Telework Agreement.

B. Management may require Employees to report to the official worksite on scheduled telework days, and absent exigent circumstances, Management will provide written notice at least one workday prior to the time the Employee is required to report.

23.5 TELEWORK SCHEDULES

A. An Employee who teleworks may participate in flexible and compressed work schedules or other flexible work arrangements.

B. An Employee occupying a telework-eligible position may telework up to eight (8) days per pay period based on the duties of the position and the amount of on-site activities that must be performed.

C. If the day an Employee is scheduled to report to the official worksite is a holiday or other non-workday, or if the Employee is on leave, the Employee is not required to report to the official worksite on an alternate day or otherwise

make up for the day the Employee did not report to the official worksite.

- D. In certain circumstances, the Agency may temporarily excuse an Employee from reporting to the official worksite and allow the Employee to telework full time. The Employee must be expected to return to the official worksite at some point in the future on a regular and recurring basis. It is the responsibility of the Employee's immediate supervisor to decide when the temporary exception should no longer apply. Supervisors must regularly review an Employee's temporary, full-time telework agreement to ensure any approved temporary exception continues to apply. A supervisor may grant a temporary exception to allow an Employee to telework full-time in situations that prevent the Employee from commuting to the official worksite, including but not limited to severe weather or a public-health crisis, or where the Employee is recovering from an injury or medical condition; on an extended period of approved absence from work; on temporary duty travel status; or temporarily detailed to work at a location other than a location covered by a Telework Agreement. During the time an Employee is on temporary, full-time telework, the Employee's duty station will remain the official worksite.

23.6 ADMINISTRATIVE POLICIES

- A. **Dependent Care.** Telework is not a substitute for day care. Employees who telework will make appropriate arrangement(s) for the care of any dependent(s) during the time the Employee is scheduled to telework. The Employee may allow a caregiver in the home to care for the dependent(s) during the time the Employee is scheduled to telework, provided that this arrangement does not prevent an employee from performing the duties of the Employee's position. Dependent(s) who do not require intensive supervision may be unsupervised while the Employee is teleworking, provided that the presence of the dependent(s) does not disrupt the Employee's ability to effectively perform the duties of the Employee's position.
- B. **Unscheduled & Emergency Telework.** Telework is incorporated into the Agency's continuity of operations plan ("COOP") to ensure mission essential functions continue to be performed during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies. OPM, USDA, or Agency officials may announce an emergency operating status that allows for unscheduled or required telework beyond that outlined in the OPM early dismissal guidance for weather events. When this occurs:
- (1) Management may require Employees to evacuate the official worksite and telework during inclement weather, a public health crisis, or other emergency without regard to whether the Employee has a Telework Agreement in place. Management and Employees must follow departmental, agency, or official worksite COOPs.

- (2) Employees who are approved to telework and have signed a Telework Agreement are expected to telework to perform and maintain Agency functions during emergency situations or take authorized leave (paid or unpaid), paid time off, or a combination of both, as approved by Management.
- (3) Employees who telework generally are ineligible for weather and safety leave except in unusual circumstances. Weather and safety leave may be granted to a telework-ready Employee who did not take home the necessary equipment or work materials because, in Management's judgment, the Employee could not have reasonably anticipated the severe weather or other emergency condition. Weather and safety leave also may be granted to a telework-ready Employee who is prevented from safely working at the alternate site due to a severe weather or other emergency event (e.g., electrical power or broadband outage, fire, flooding, or heating and cooling failures). When any such work disruption occurs, the Employee must communicate with a supervisor as soon as possible. Telework-ready Employees who are working at the official worksite when an early departure is announced generally may receive weather and safety leave for time required to safely commute to their approved, alternate worksite. Once the Employee arrives at the approved, alternate worksite, the Employee must telework the remaining hours remaining of their workday (if any) or take leave (paid or unpaid) or other paid time off.

C. Official Duty Station. The official duty station of an Employee who teleworks will remain unchanged if the Employee reports in person to the official worksite on at least two (2) workdays, or a combination of work hours and paid or unpaid leave, each biweekly pay period on a regular and recurring basis. Entitlement to locality-based comparability payments, special salary rates, travel allowances, and relocation expenses is based on the official duty station.

D. Evaluations, Opportunities, and Awards. Management will ensure supervisors are held accountable for evaluating all teleworking and non-teleworking Employees equitably under the same performance management system and without regard to the number of days an Employee teleworks. Management will provide all Employees the same professional opportunities, developmental opportunities, training, assignments, and treatment about work projects assigned. Management will ensure all Employees receive equitable consideration for performance awards, cash awards, promotions, retention incentives, and other recognition.

E. Time & Attendance. Employees must follow specific Agency procedures for accurately coding the time they perform official duties while teleworking.

F. Safety & Workers' Compensation. The Agency encourages Employees who telework to adopt a proactive approach to ensuring safe alternate worksites and safe work habits. It is the Employee's responsibility to maintain a safe home office or alternate worksite.

While teleworking at an approved, alternate worksite, Employees are covered, as specified, by the Federal Tort Claims Act, 28 U.S.C. § 171, and Federal Employees' Compensation Act, 5 U.S.C. § 81. If an Employee is injured during the performance of official duties, the Employee must notify a supervisor immediately, provide details of the incident or injury, and complete Department of Labor Form CA-1, Federal Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation.

G. Work Schedule, Overtime Pay, Leave, & Other Personnel Issues. Employees who telework are covered by the same rules on pay, work schedules, overtime, leave, core hours, and other personnel issues as all other Employees.

23.7 GRIEVANCES.

Appeals of a denial of an Employee's request for telework are governed by Article 19 (Negotiated Grievance Procedure) or Article 27 (Equal Employment Opportunity) of this Agreement.



DA/Office of Operations

NEGOTIATED AGREEMENT ON TELEWORK

ARTICLE 13: TELEWORK

Telework, also known as Flexiplace and Telecommuting, is a family-friendly work life benefit that allows eligible OO employees to work at Telework Centers or at home in lieu of the irregular worksite. In doing so, the program improves productivity, morale, and quality of work life issues. **Telework shall be administered pursuant to Departmental Regulation (DR) 4080-811-002**, USDA Telework Program, law, rule, government-wide regulation and this Agreement.

USDA/DA/OO and Local 2846

May 16, 2019



**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA**

**Arkansas and AFGE Local 108
07/12/21**

ARTICLE 28 –
TELEWORK

The Parties agree bargaining unit employees may telework consistent with the Agency's telework policy subject to mission requirements and applicable laws, Government-wide rules and regulations, and OPM policy.



**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA**

**Colorado and AFGE Local 3499
12/14/21**

**ARTICLE 17 –
TELEWORK**

17.1 GENERAL: Telework will be administered in accordance with federal regulations, laws, rules, policies, procedures, and practices including USDA Department Regulation DR - 4080-811-002, Telework Program, as amended, and this Agreement.

17.2 OFFICE COVERAGE: The teleworking employee will coordinate with his/her/their supervisor to ensure that there is adequate office coverage in his/her/their field office or program coverage in the State Office.

17.3 PROTECTING INFORMATION AND EQUIPMENT: Employees are responsible for safekeeping Government materials, documents, and equipment in accordance with Departmental Regulation - DR 4080-811-002 along with other laws, rules, regulations, policies, procedures, and practices including RD Instruction 2033-A, Management of Rural Development Records, as amended.



United States Department of Agriculture

**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA**

**New Mexico and AFGE Local 1032
09/17/20**

ARTICLE 31:
TELEWORK

31.1 AGENCY POLICY Bargaining unit employees may telework consistent with the Agency's telework policy subject to mission requirements and applicable laws, government-wide rules and regulations, and OPM policy.



United States Department of Agriculture

**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK**

Follows USDA DR

**Oklahoma and AFGE 3354
12/01/21**

Follows USDA DR, no article in CBA.



Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA

Oregon and NFFE Local 7
04/07/23

ARTICLE 26 –
TELEWORK PROGRAM

26-1 DEFINITIONS.

- a. **Alternative Work Site.** A work location, other than the official worksite, that satisfies all requisite Federal health and safety laws, rules, and regulations pertaining to the workplace, where an employee performs his/her official duties. Supervisors may authorize telework from several alternate worksites. Temporary authorizations or changes in the location of designated alternative worksites do not require a new AD-3018, USDA Telework Agreement though must be communicated to the supervisor.
- b. **Official Duty Station.** The official duty station is the management-approved location where employees regularly perform their official duties. If an employee physically reports to the official worksite at least twice in a bi-weekly pay period, that worksite will be designated as the employee's official duty station.
 1. A teleworker's official duty station will remain unchanged as long as he/she reports to the assigned, traditional office at least two (2) days each biweekly pay period.
 2. Approvals for short term, full-time telework arrangements for medical or other personal reasons do not require a change of official duty station. In these situations, the employee must be expected to return to the worksite at some point in the future on a regular and recurring basis. It is the responsibility of the employee's immediate supervisor to decide when it no longer is proper to apply the temporary exception.
- c. **Telework.** A work arrangement in which an employee performs and completes official duties and responsibilities from an alternative worksite. Telework may be authorized for an entire duty day or a portion of one. Telework does not include the following:
 1. Work performed while on official travel status;
 2. Work performed while commuting to or from work;
 3. Remote work; or
 4. Mobile work.
- d. **Telework Agreement (AD-3018).** The written agreement that records the terms and conditions of the telework arrangement, as approved by the supervisor.
- e. **Unscheduled Telework.** Telework that is authorized in response to specific duty status announcements issued by the Office of Personnel Management or other authorized Agency officials for use during periods of inclement weather, a pandemic or public health crisis, or other emergency

situations, or with prior supervisory approval, telework used to maintain productivity during short-term disruptions to normal operating procedures. 55

26-2 ELIGIBILITY.

- a. All positions are presumed eligible for telework with the exceptions listed below. b. Positions may be identified as ineligible for telework when position duties require daily physical presence and do not include any portable or administrative work that can be accomplished from an alternative office or location. c. Employees may be identified as ineligible for telework, based on the following criteria: 1. Performance. An employee is ineligible for telework if he/she has received a less than fully successful performance rating within the past twelve (12) months. The employee may remain ineligible for up to twelve (12) months from the date of the documented performance rating or start of the opportunity to demonstrate acceptable performance, at the discretion of the employee's supervisor. 2. Conduct. An employee is ineligible for telework due to conduct issues resulting in official, formal disciplinary action, as filed in the employee's Official Personnel Folder (OPF) as a matter of personnel record and may remain ineligible for up to twelve (12) months from the date that the discipline was effectuated. 3. Permanent Ineligibility. As specified in the Telework Enhancement Act, an employee is permanently ineligible for telework if they have been formally disciplined for the following: i. Absence Without Leave (AWOL) for 5 or more days in any calendar year; or ii. Violation of 5 CFR 2635, Subpart G, Misuse of Position, of the Standards for Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing their official duties. d. Telework may be limited for new employees while being trained.

26-3 PARTICIPATION. Participation in the program requires an approved Telework Agreement. An agreement may be modified, suspended or terminated by the employee or by the supervisor at any time with appropriate notice.

26-4 UNSCHEDULED AND EMERGENCY TELEWORK.

1. OPM or USDA authorized officials may announce emergency operating status guidance allowing for unscheduled or required telework beyond that outlined in the OPM early dismissal guidance for weather events.
2. The Employer may order employees to evacuate from their worksite and perform work from their home, or an alternative location, during inclement weather, public health crisis, or other emergency without regard to whether the employee has a Telework Agreement in place at the time the order to evacuate is issued.
3. Employees with a Telework Agreement are expected to telework or take other authorized leave (paid or unpaid), paid time off or a combination of both, as approved by the Employer.
4. Teleworkers generally are ineligible for weather and safety leave when a closure is announced, except in rare circumstances: i. Weather and safety leave may be granted to a telework-ready employee who, in the Employer's judgment, could not have reasonably anticipated the severe weather or other emergency condition so did not take home needed equipment or work. ii. Weather and safety leave may be granted to a telework-ready employee who is prevented from safely working at the alternate site because of the severe weather or other emergency event (e.g., electrical power or broadband outage, fire, flooding or heating and cooling failures). In this case,

the home or other approved telework site is also affected in such a way that work cannot be safely performed. Employees must communicate with their supervisors as soon as possible when such work disruptions occur. iii. Teleworkers who are working in the office when an early departure is announced generally may receive weather and safety leave for time required to commute home, excluding the period for an unpaid lunch break. This means that telework participants must complete the remaining hours of their workday, if any, either by teleworking or taking leave, (paid or unpaid) or other paid time off once they arrive home.

26-5 GRIEVABILITY. The determination of eligibility or the telework application process may be grieved in accordance with Article 8, Grievance Procedure.

26-6 DUTY HOURS FOR TELEWORKING EMPLOYEES. The Employer will give appropriate weight to employee personal hardships related to duty hours and work schedules upon request. Duty hours and work schedules while teleworking will be consistent with RD Instruction 2051-F, Subpart F, Hours of Duty, and Article 19, Workweek/Schedules.

26-7 EQUIPMENT. Government owned computers will be provided to employees participating in the telework program. All computer equipment use must comply with Agency policies and this Agreement. The Employer is responsible for the maintenance, repair and replacement of Government-owned equipment. Teleworking employees will be provided with a work laptop, access to a VPN connection, one headset, and Cisco Jabber or alternative.

26-8 WORKERS COMPENSATION AND OTHER LIABILITIES. Employees are covered by the Federal Employees Compensation Act at the alternative worksite as long as the injury occurred while performing their official duties and in the designated work area identified on the Telework Agreement. If an injury occurs, the employee must notify the supervisor immediately, provide details of the accident or injury, and complete Department of Labor Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay Compensation. The Government is not liable for damages to the employees' personal or real property while the employee is teleworking, except to the extent the government is held liable by the Federal Tort Claims Act or the Military and Civilian Employee's Claims Act.

26-9 DEPENDENT CARE. Telework is not a substitute for dependent care. Dependents may be permitted in the home provided they do not require constant supervision or care (i.e., older children or adolescents) and their presence does not disrupt the ability to telework effectively.



Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Standalone Agreement

Montana and AFGE Local 1585
12/01/21

MEMORANDUM OF AGREEMENT

The undersigned Parties, AFGE Local 1585 and Montana Rural Development agree that the following represents the full and complete resolution of the “Rural Development Return to Work Re-entry Plan” dated February 17, 2022, and associated telework procedures.

1. Per DR-4080, Telework is defined as follows: Telework. A work arrangement in which an employee performs and completes official duties and responsibilities from an alternate worksite. Telework may be authorized for an entire duty day or a portion of one. Telework does not include the following: a. Work performed while on official travel status; b. Work performed while commuting to or from work; c. Remote work; or d. Mobile work. For purposes of this Agreement, Non-Telework means all work not performed at an alternate worksite, including but not limited to travel, inspections, audits, outreach, leave, office coverage as noted in (2) below, in-person meetings, etc., as defined in Position Descriptions and by Supervisors. As we move past pandemic conditions, staff may choose to telework up to two days per week, with the remaining three days per week being non-telework activities. Staff will make every effort to fulfill the above non-teleworking duties as needed each week. Employees may adapt their telework schedules based upon duties required, with Supervisor approval, and the overall metric compliance will be based on an annual review and averaging of telework vs. non-telework days.

2. Office coverage policies should be implemented with fairness in mind – all employees share responsibility for office coverage. In attempting to balance the need to have RD offices open some or all days of the week with opportunities for telework, the specific parameters will vary by office, as determined through conversations between management, supervisors, and office staff to achieve the following: a. A two-person office must have at least one employee in the office 2 days a week. b. A three-person office must have at least one employee in the office 3 days a week. c. A four-person office must have at least one employee in the office 4 days a week. d. A 5+-person office must have at least one employee in the office 5 days a week. The Union will be invited to these meetings. A spreadsheet will be developed, the Montana RD Office Coverage Tracker, which will be used as a tool to help determine the schedule for each office. Per the CBA, otherwise unresolvable disputes between employees over the schedule will be decided based upon seniority using SCD for leave.

3. Within three days of signing of this MOA, Employees will be sent their Notice to Return to Work by August 1st, and AD-3018 Telework Agreement Form to revise per (1) above. By July 22, 2022, the office coverage discussions noted in (2) must be complete and revised Telework Agreements to implement the plans completed by all employees. Beginning August 1, 2022, employees will implement the office coverage plans and revised telework agreements will go into effect. 4. DR-4080 and Telework Agreements between staff and Management specify telework eligibility criteria, including remaining fully successful in terms of performance.



United States Department of Agriculture

**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA**

**Puerto Rico and AFGE Local 55
11/06/23**

Article 21 –
Telework Bargaining unit employees shall be covered by the provisions of the USDA
Departmental Regulation 4080-811-002, “Telework and Remote Work Programs”.



United States Department of Agriculture

**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA**

**Texas and AFGE Local 571
09/11/20**

ARTICLE 31:
TELEWORK 31.1

AGENCY POLICY Bargaining unit employees may telework consistent with the Agency's telework policy subject to mission requirements and applicable laws, government-wide rules and regulations, and OPM policy.



**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA**

**Washington and NFFE 758
07/20/22**

ARTICLE 11 –
TELEWORKING 11.1

GENERAL: Teleworking is a flexible worksite arrangement that improves the quality of work life, employee productivity, the balance of work and personal/family life, the environment, energy utilization, and other social and economic conditions. The Parties agree Teleworking will be administered in accordance with laws, rules, regulations, policies, procedures, and practices, including Rural Development Instruction 2045-A as amended. Employees are responsible for safekeeping Government materials, documents, and equipment in accordance with DR 4080-811-002 along with other laws, rules, regulations, policies, procedures, and practices as amended.



Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA

New York and AFGE 2831
09/26/23

Article 21
Telework

Bargaining unit employees shall be covered by the provisions of the USDA Departmental Regulation 4080-811-002, "Telework Program" dated November 22, 2021.

- A. Employees are not entitled to Agency provided office furniture, file cabinets, printers, etc. at their telework or remote work location.
- B. Outside of normal business hours, remote employees will only have access to RD offices with supervisory approval.



Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA

Indiana and AFGE 622
06/04/17

Article 22

Telework

This article supplements USDA Departmental Regulation 4080-811-002, “Telework Program” (dated January 30, 2014) (hereinafter “USDA DR”), and is not intended to alter its substance or application but to clarify and educate. Employees who telework or are interested in teleworking should study both the USDA DR and this article.

Section 1 - Purpose

Teleworking permits employees to work voluntarily at approved Alternative Worksite (AWkSs) as defined in the USDA DR other than their Official Duty Station/Worksites (ODS) when the duties of the employees’ positions are such that they can be performed from AWkSs. This Article applies to Core (Regular/Recurring) and Situational/ad hoc/Unscheduled Telework Agreements. (see USDA DR @ § 5-a, b, c, g, j, and 1; and § 7-c-(1))

Section 2 - References

Conditions of employment related to telework for bargaining unit employees shall be governed solely by the provisions of law, Government-wide regulations, the USDA DR, and this Agreement. Any issue not addressed directly by this Article shall be governed by USDA DR. (see USDA DR @ § 2)

Section 3 - Special Instructions [reserved]

Section 4 - Policy

- A. The Agency shall apply Telework policies fairly and equitably. (see USDA DR @ § 6)
- B. This Agreement and all governing directives shall apply to employees in telework status just as they apply to on-site (i.e., on-ODS) employees. The Agency may not impose any additional requirements on telework employees that the Agency does not impose on its on-site employees. (see USDA DR @ § 4-g and q)
- C. All telework eligible employees may participate in flexible or compressed work schedules, or other flexible work arrangements (including Maxiflex) in combination with Core (Regular/Recurring) and Situational/ad hoc/Unscheduled telework, consistent with terms of their Telework Agreements. (see USDA DR @ § 7-a-(4))
- D. The Agency shall treat telework days as regular workdays. During their scheduled daily

tours of duty, teleworking employees shall be as available to the Agency's supervisors,
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between AFGE Local 622 and USDA Rural Development - Indiana

their coworkers, and Agency customers as are those employees who are on-site. (see
USDA DR @ § 4-q; and § 6-i-(3))

E. The Agency shall presume that all positions are eligible for participation in the Telework
Program unless it determines the position is unsuitable for teleworking and provides the
Union with a written explanation. (see USDA DR @ § 4-b)

F. Any employee has the right to discontinue his/her involvement in the Telework Program
at any time. (see USDA DR @ § 4-f)

G. When an employee no longer meets the eligibility criteria or performance obligations for
teleworking, the Agency may amend, alter, adjust, cancel, reschedule, suspend, or
terminate that employee's participation in the Telework Program at any time with a
reasonable notice. (see 22-7-T-2 below and also USDA DR @ § 7-a-(1)-(a))

H. A Telework Agreement does not alter the terms and conditions of the appointment
including, e.g., an employee's salary, benefits, individual rights, or obligations. The
Agency shall base all pay, leave, and travel entitlements on the employee's ODS. The
Telework Agreement may not affect other conditions of employment. (see USDA DR @
§ 5-g and k)

I. All deviations from the normal telework arrangements must be requested and approved
by supervisors/designees in advance. (see USDA DR @ § 5-1-(2))

J. A mutually agreed-to short-term change of less than thirty (30) calendar days to a
telework arrangement does not require a new Telework Agreement, but must be recorded
by a written exchange between the employee and his/her supervisor. (see USDA DR @
§ 5-b)

K. Employees who are teleworking should ensure the existence of appropriate arrangements
for the care of others (e.g., children and/or seniors) and/or pets present at the AWkS
while the employee teleworks. Others who are capable of caring for themselves may be
present at the AWkS provided their presence does not disrupt the employee's effective
teleworking. If the Agency finds that a teleworking employee (i) has present at the
AWkS others and/or pets needing constant supervision or care but (ii) has not made
appropriate arrangements for their care, the Agency may remove that employee from the
telework program until he/she is compliant. If at any time an employee is tending for
another and/or a pet and is therefore not performing official duties, the employee must
charge leave or make up the time as appropriate. (see USDA DR @ § 6-i-(7))

Section 5 - Definitions [reserved]

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between AFGE Local 622 and USDA Rural Development - Indiana

Section 6 - Responsibilities

A. The Agency shall give each employee a list in writing of: (i) all organizational and
individual work requirements for his/her respective workplace and/or position; and (ii) all
identified connectivity requirements and technologies approved for telework under this
telework program. (see USDA DR @ § 6-i-(4)&(8); see also 22-7-H-1 below)

B. Employees must properly record all telework hours on the Agency's approved Time and
Attendance recording system. (see USDA DR @ § 6-i-(6); and § 7-c)

Section 7 - Procedures

- A. Employees may request to Telework on a Core (Regular/Recurring) or Situational/ad hoc/Unscheduled basis. (see USDA DR @ § 5-a and c)
- B. Employees may submit to their respective supervisors their original applications to telework along with any supporting documentation at any time. (see USDA DR @ § 7-a)
- C. Before the Agency may approve an employee's telework request, the employee must meet all eligibility requirements, and properly complete and submit all required forms and documentation. (see USDA DR @ § 4-f)
- D. Before a supervisor approves/disapproves an employee's Telework request, he/she shall meet with the employee to discuss the relevant considerations (i.e., changing circumstances, resources, operational needs/capabilities/commitments, and reasonably expected employee performance) in order to assist the supervisor in determining the number of days per week he/she will authorize. (see USDA DR @ § 4-g)
- E. In the event of multiple employee requests for telework schedules which conflict so that one or more requests must be disapproved, the Agency shall resolve such conflicts on the basis of the requesting employees' greater/greatest: (i) continuous USDA seniority; then (ii) General Schedule grade/step level; then (iii) federal government service as measured by Service Computation Date for Leave; then (iv) continuous seniority in Rural Development agencies. (see USDA DR @ § 4-g)
- F. Within two (2) weeks after receiving a written request to telework, the Agency shall provide a copy of an approved or denied Telework Agreement to the employee and the Human Resources (HR) Office. (see USDA DR @ § 4-g)
- G. Once the Agency approves an employee's telework schedule, another employee may not "bump" that employee from his/her scheduled telework day. (see USDA DR @ § 4-g)
- H. Equipment (see USDA DR @ § 6-i-(8))
1. The Agency shall identify the equipment and services to be provided by the teleworking employee and Agency respectively (see 22-6-A above).
- 2017-2020 Collective Bargaining Agreement 063
between AFGE Local 622 and USDA Rural Development - Indiana
2. The Agency or the employee may process employee-initiated trouble tickets for equipment malfunctions. If the Agency cannot remedy the problem remotely, the employee must bring the malfunctioning equipment to the office for repair.
 3. In order to telework from an AWkS, the employee must be able to connect securely to any USDA systems that are necessary for the employee to perform his/her duties and responsibilities.
- I. On a case-by-case basis, employees with approved Core (Regular/Recurring) schedules may agree with their supervisors to change those schedules in order to meet ad hoc requests. (see USDA DR @ § 7-b; and § 7-b-(2))
- J. If circumstances occur that prevent an otherwise telework-ready employee from teleworking on a workday when he/she was required or expected to telework, the employee shall notify his/her immediate supervisor or designee that he/she is having technical difficulties. (NOTE: such "circumstances" include, e.g., the unavailability or inaccessibility of specialized equipment necessary for teleworking, power outages, interference with internet connectivity.) If the employee has not regained connectivity within one (1) hour after giving such notice, the Agency shall offer the employee the option of: (i) coming to the work site; and/or (ii) using accumulated leave, compensatory or other accrued time, or credit hours for the remainder of the workday; and/or

(iii) performing work that does not require connectivity. Whenever an employee comes to work on a previously scheduled telework day under such circumstances, the Agency shall consider the employee's commute time to the ODS as duty time. (see USDA DR @ § 7-b-(6))

K. Teleworking when there is an event of either office closure (i.e., an office does not open, opens late, or closes early) or of the employee's permitted flexible presence (i.e., employees are permitted to arrive late at an office that is already open or are permitted to depart early from an office that is not-yet closed). (see USDA DR @ § 5-l-(1); § 7-b-(5); and "Telework Agreement", Form AD-3018)

1. When the event is unexpected because of inclement weather or a national security or other emergency:

a. Those employees who are telework-ready and have Core (Regular/Recurring) Telework Agreements shall telework if the event falls on a workday the employee is regularly scheduled to telework.

b. Those employees who are telework-ready and have Situational/ad hoc/Unscheduled Telework Agreements shall telework if the event falls on a workday for which the employee previously obtained their supervisor's ad hoc approval to telework.

c. Any employee on a Telework Agreement who obtains specific supervisory ad hoc approval may telework.

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2. When it was reasonable to anticipate the possibility of the event (e.g., because a storm was widely predicted in the broadcast media, or because the Agency sent a "heads-up" advisory to employees):

a. All those employees who are telework-ready and have Telework Agreements shall complete their Tour of Duty by, as appropriate, teleworking at the AWkS and/or using accrued leave/credit hours and/or working at the ODS. If the employee is unable to complete his/her Tour of Duty by 6 p.m., he/she may use accrued leave/credit hours.

b. If, during such an event, an employee with a Telework Agreement who is not prepared to telework shall complete their Tour of Duty by, as appropriate, using accrued leave/credit hours and/or working at the ODS. The employee shall personally notify his/her immediate supervisor or designee of his/her actions. If the employee is unable to complete his/her Tour of Duty by 6 p.m., he/she may use accrued leave/credit hours.

c. Telework-ready employees who are affected by an emergency condition (e.g., power or service outage or because of equipment failure) that render them unable to accomplish Agency work at the AWkS will be treated the same as employees affected by the event who do not have a Telework Agreement. Employees in this situation shall: (i) personally notify his/her immediate supervisor or designee of that fact; and (ii) identify the specific effect of the outage.

d. In any such situation where the Agency directs an employee to report to the ODS when the employee would otherwise not have reported, the employee's time driving to the ODS shall be compensable as duty time.

(See 22-7-N below.)

L. When the Agency of its own accord authorizes teleworking by eligible employees at a time for which the employee had not previously requested and been authorized to telework, those employees who intend to telework must notify their supervisors by: (i) email; or (ii) a personal telephone call; or (iii) if neither emailing nor telephoning is successful, voicemail. (see USDA DR @ § 4-l; and § 4-m)

M. When the Agency requires an employee to report to the ODS:

1. If the employee is teleworking and is required to report in an emergency operational exigency in order to perform work at the ODS, the Agency shall:

(i) give the employee reasonable advance notice; (ii) permit the employee up to two (2) hours to report; and (iii) treat the time required for the employee to travel to the ODS as compensable. (see USDA DR @ § 6-i-10)

2. If the employee is approved for Core (Regular/Recurring) telework and is required to report on one of his/her scheduled telework days, the employee may request and the supervisor/designee may approve an alternate telework day in that week. If the employee is unable to request approval for an alternate telework day

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in that week because he/she was required to report on-site at the end of the employee's scheduled workweek, the employee may request and the supervisor/designee may approve an alternate telework day in the next week.

When the employee takes the alternate telework day in the next week and that week is in a new pay period, he/she must code the time he/she teleworks on the alternate telework day as Situational/ad hoc/Unscheduled Telework. (see USDA DR @ § 7-c-(2))

N. The teleworking employee and attendance at an event to be held at the ODS at a day/hour during the employee's scheduled teleworking (see USDA DR @ § 5-l-(2)):

1. If the employee's attendance is voluntary and the employee wishes to attend, the employee may choose not to telework that workday. If the employee requests to change from teleworking that particular workday to teleworking another workday in the pay period, the supervisor may at his/her discretion, approve or deny the request.

2. If the employee's attendance is mandatory (i.e., he/she is required to attend), the employee may choose not to telework that workday. If the employee requests to change from teleworking that particular workday to teleworking another workday in the pay period, the supervisor shall, absent a valid mission need, approve the request.

O. When an employee with an approved Telework Agreement moves to a different position, the supervisor of that new position shall review the employee's current already-approved Telework Agreement and approve or deny the employee's telework schedule as permitted by the USDA DR. (see USDA DR @ § 4-g)

P. When an employee is recovering from an injury or illness and the medical condition does not preclude the employee from teleworking, the employee may request additional teleworking as a "reasonable accommodation" under the procedures appropriate for making such a request. (see USDA DR @ § 4-i)

Q. If a supervisor anticipates that critical work needs are likely to preclude any of the

employees under his/her direction from teleworking during any part of the work year, the supervisor shall notify those employees of the likely dates of that period as far in advance as is reasonably possible. (see USDA DR @ § 7-a-1-(b))

R. Teleworking employees may request Union representation while at their AWkS. However, a Union representative shall not leave his/her current duty station to handle the issue. (see USDA DR @ § 6-i-(11))

S. Terminating an employee's participation in the Telework Program. (see USDA DR @ § 7-1-a)

1. Any employee who wishes to terminate his/her involvement in the Telework Program may do so by submitting a written request to do so to his/her supervisor/designee.

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2. Before the Agency terminates/suspends an employee's participation in the Telework Program: (i) the supervisor and employee shall attempt to work out any specific problems; and (ii) the Agency shall give the employee written notice at least two (2) weeks in advance, unless shortening the advance notice is justified by an emergency. This notice shall indicate the reason(s) for the termination/suspension. Unless otherwise indicated, the employee may re-apply to participate in the Telework Program after thirty (30) calendar days provided the reason for the termination/suspension no longer exists. If the Agency terminates/suspends the employee's participation because of mission-related reasons, the employee may ask for reconsideration of the termination/suspension when the mission-related reasons change or end. (see 22-4-G above and also USDA DR @ § 7-a)

Section 8 - Inquiries [reserved]



Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Excerpt of CBA

RBS & RUS and AFSCME District Council 20, Local 3870
05/01/24

Article 21 - Telework and Remote Work

21.1 General Provisions

The Telework Program shall be governed by the terms of this Article. The Employer fully supports and promotes the broadest possible use of telework by eligible employees. Effective use of telework enables the Employer to realize tangible savings in terms of reduced real estate and physical space demands, utilities, and transit subsidy costs. Telework and other workplace flexibilities also enhance employee recruitment and retention.

21.2 Definitions

A. **Alternative Worksite.** A worksite location, other than the traditional office that satisfies all requisite Federal health and safety laws, rules and regulations pertaining to the workplace, where an employee performs their official duties. Supervisors may authorize telework from several alternative worksites. Temporary authorizations or changes in the location of designated alternative worksites do not require a new AD-3018, USDA Telework Agreement.

B. **Classified Materials.** Information which, for reasons of national security, is specifically designated by a United States Government Agency for limited or restricted dissemination or distribution.

C. **Hoteling.** Shared office space in an Agency location designed for use by teleworkers.

D. **Locality Pay Area.** An Office of Management and Budget defined metropolitan statistical area or combined statistical area that determines certain location-based pay entitlements based on the employee's official duty station as documented on the employee's SF-50, Notification of Personnel Action.

E. **Mobile Work.** Work that is characterized by routine and regular travel to conduct work in a customer's or other worksite as opposed to a single authorized alternative worksite. Examples include site audits, site inspections investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). Mobile work is not considered telework; however, mobile workers may be eligible to participate in telework, as applicable.

F. **Official Duty Station (ODS)/Official Worksite.** The ODS or official worksite is the management- approved location where employees regularly perform their official duties. If the employee's work involves recurring travel or the employee's work location varies on a recurring

basis, the official worksite is the location where the work activities of the employee's position of record are based, as determined by the employing agency, subject to the requirement that the official worksite must be in a locality pay area in which the employee is required to regularly perform work. The Employer must document an employee's official worksite on the employee's Notification of Personnel Action (Standard Form 50 or equivalent).

G. Opt-Out. A telework-eligible employee who voluntarily declines to participate in the Telework Program. Employees who opt-out must sign and check the voluntary opt-out box on the AD- 3018, Telework Agreement.

H. Remote Work. A workforce flexibility arrangement under which an employee is scheduled to perform work within or outside the local commuting area of their Employer's worksite and is not required to report to the Employer's worksite on a regular and recurring basis.

I. Remote Work Arrangement. A work arrangement in which:

1. The employee performs assigned official duties and other authorized activities at an approved alternate work location, typically the employee's residence, within or outside of the local commuting area of the Employer's worksite;
2. On a regular and continuing basis;
3. Is not required to physically report to the Employer's worksite on any frequent, regular, or recurring basis; and
4. The approved alternate worksite is, for pay and other purposes, the employee's official duty station, as indicated on the employee's SF-50, per 5 CFR 531.605, Determining an employee's official worksite.

J. Remote Work Eligibility. A determination that a position's required duties and tasks can be completed away from the Employer's worksite with no frequent, regular, or recurring requirement to be physically present at the Employer's worksite.

K. Routine Telework. (also referred to as core telework). Regularly scheduled telework that occurs no less than one day and no more than eight (8) days (without exception) scheduled per biweekly pay period, on a recurring basis and is part of an approved work schedule.

L. Situational Telework. (also referred to as ad hoc, episodic, unscheduled, and intermittent). Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular, telework schedule.

M. Telework. A work arrangement in which an employee performs and completes official duties and responsibilities from an alternative worksite. Telework may be authorized for an entire duty day or a portion of one. Telework does not include the following: 1. Work performed while on official travel status; 2. Work performed while commuting to/from work; 3. Mobile work; or 4. Remote work.

N. Telework Agreement (AD-3018). A written agreement that outlines the terms and conditions of the telework arrangement as approved by the supervisor.

O. Teleworker. An eligible employee with an approved Telework Agreement who performs their official duties at an alternative worksite.

P. Telework-Ready. Refers to all eligible employees with an approved Telework Agreement and who are prepared and equipped to telework. If unable to telework when required, use of paid or unpaid leave may be requested.

Q. Unscheduled Telework. Telework that is authorized in response to specific duty status announcements issued by the Office of Personnel Management (OPM) or other authorized Agency officials for use during periods of inclement weather, a pandemic or public health crisis,

or other emergency situations, or with prior supervisory approval, telework used to maintain productivity during short-term disruptions to normal operating procedures.

21.3 Telework Policy

A. The Employer fully supports and promotes the use of telework, up to the maximum extent appropriate, for and by eligible employees. The Telework Program is designed to fully implement the Telework Enhancement Act of 2010 and enhance work/life balance for employees. Telework should be used as a strategic tool for attracting a diverse pool of potential applicants, qualified candidates, and for retaining valued employees.

B. Employees may request to telework up to eight (8) days per pay period. The appropriateness of the type and amount of telework suitable for eligible employees is a determination reserved for Agency management. Supervisory decisions as to type and frequency of telework participation should be made on an individual, case-by-case basis, determined by the nature of the position, job requirements, and mission criteria, and should involve a discussion between the supervisor and employee.

C. All approved telework arrangements must be documented on an AD 3018, USDA Telework Agreement form.

D. A teleworker's official duty station will remain unchanged if they report physically to their employing office worksite location for two (2) full workdays or a combination of workday and some form of personal leave each biweekly pay period on a regular and recurring basis. The two (2) full workdays may be consecutive days in the same week. If a holiday falls on a teleworker's day to physically report to the employing office worksite, it is not required to add an alternate day to the employee's requirement to physically report to the employing office worksite for that specific biweekly pay period. The Employer shall ensure that employee personnel records correctly reflect the employee's ODS.

E. Telework should be used as a strategic tool to recruit and retain a diverse workforce and support employee work-life balance.

F. Use of telework is a key component of the Employer's ability to operate in situations in which working from the official worksite is unsafe or unavailable. Unscheduled telework will be considered and may be authorized or required during inclement weather, emergency situations that involve national security, extended emergencies, or other unique situations as determined by the OPM or the Employer. Agency offices should incorporate telework into their Continuity of Operations Plan.

G. Eligibility

1. All employees, regardless of tenure, grade, job series, title, or supervisory designation are presumed eligible for telework, unless prohibited by other exclusionary provisions in Section 21.3 G 5 below.

2. Employees in positions ineligible for telework and those performing similar functions will be treated as fairly and equitably as those that telework.

3. Positions may be identified as ineligible for telework based only on the following criteria:

a. Position duties require daily physical presence and do not include any portable or administrative work that can be accomplished from an alternate office or location.

b. Position responsibilities require daily access to specialized equipment located at the official worksite and do not include any portable or administrative work that can be accomplished from an alternate office or location.

c. Position activities require daily access to classified materials and do not include any portable or administrative work that can be accomplished from an alternate office or location. 4. If the

Employer determines that a position is ineligible for teleworking, it shall provide the Union with a written explanation. 5. Employees may be identified as ineligible for telework based only on the following criteria: a. Performance. An employee is ineligible for telework if they received a less than fully successful performance rating within the past twelve (12) months and may remain ineligible for up to twelve (12) months from the date of the documented performance rating. b. Conduct. An employee is ineligible for telework due to conduct issues resulting in official, formal disciplinary action, as filed in the employee's Official Personnel File (OPF) as a matter of personnel record and may remain ineligible for up to twelve (12) months from the date that the discipline was effectuated. c. Permanent Ineligibility. As specified in the Telework Enhancement Act, an employee is permanently ineligible for telework if they have been formally disciplined for the following: 1. Violation of 5 CFR 2635, Subpart G, Misuse of Position, of the Standards for Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing their official duties; or 2. Absence Without Leave (AWOL). AWOL is a non-pay status that covers an absence from duty that is not approved. Any employee AWOL for five (5) or more days in any calendar year is permanently ineligible. 6. Temporary Eligibility. In certain circumstances, the Employer may temporarily designate the location of the Agency worksite for an employee's position (i.e., the place where the employee would normally work, absent a Telework Agreement) as the official worksite even though the employee is not able to report at least twice each biweekly pay period on a regular and recurring basis to the Employer's worksite. The employee must be expected to return to the Employer's worksite at some point in the future on a regular and recurring basis. It is the responsibility of the employee's immediate supervisor to decide when it no longer is proper to apply the temporary exception. However, if a teleworking employee is not expected to report to the Employer's worksite on a regular and recurring basis in the future, the temporary exception would no longer be applicable. Supervisors must periodically review (at least every three(3) months) an employee's temporary full-time telework arrangement to ensure any approved temporary exception continues to apply. A supervisor may waive this requirement on a temporary basis in situations such as: a. Recovery from an injury or medical condition; b. Emergency conditions that prevent an employee from commuting to the official worksite, such as a severe weather emergency or public health crisis; c. An extended period of approved absence from work, e.g., paid leave;

d. A period during which the employee is in temporary duty travel status away from the official worksite; or

e. A period during which an employee is temporarily detailed to work at a location other than a location covered by a Telework Agreement.

H. Supervisors always have flexibility to approve additional or in lieu of telework days.

21.4 Telework Procedures

A. Telework Participation

1. Telework Agreements remain in effect until a change is initiated, though it is a good practice for supervisors to review Telework Agreements with employees on an annual basis. Either management or an employee may initiate a change to a Telework Agreement with a minimum of forty-five (45) calendar days advance written notification, except in emergency situations where the timeframe may be shorter.

a. Teleworking employees are expected to perform their duties and responsibilities at the fully successful performance level. In accordance with the terms and provisions of this Article,

participation in telework may be changed, suspended, or terminated by management if an employee no longer meets the eligibility criteria or performance expectations.

b. Before the Employer modifies/terminates/suspends an employee's participation in the Telework Program: the supervisor and employee shall attempt to work out any specific problems; and the Employer shall give the employee written notice at least forty-five (45) calendar days in advance, unless shortening the advance notice is justified by an emergency. This notice shall indicate the reason(s) for the modification/termination/suspension. Obtaining the signature of the employee as evidence of their consent or acknowledgement is not required for the modification/termination/suspension to take effect.

c. Unless otherwise indicated, the employee may re-apply to participate in the Telework Program after thirty (30) calendar days provided the reason for the modification/termination/suspension no longer exists. If the Employer modifies/terminates/suspends the employee's participation because of mission-related reasons, the employee may ask for reconsideration of the modification/ termination/suspension when the mission-related reasons change or end.

2. Management reserves the right, normally with at least one day notice, to require employees to return to the ODS location for imperative mission related purposes, even on scheduled telework days. Emergency situations may require a shorter timeframe. Management will make every attempt to minimize requests to call employees back to the office when employees are scheduled to telework. When the Employer requires an employee to report to the ODS on the employee's routine telework day, the employee may request an alternate telework day. The Employer shall, absent a valid mission need, approve the request for an alternate telework day. The alternate telework day must be coded as Telework – Other.

3. Teleworkers and remote workers may participate in flexible and compressed work schedules, or other flexible work arrangements. Teleworkers shall be permitted to swap or change their scheduled telework days with prior supervisory approval. 4. Changes (e.g., change in position or change requested by management or employee) will require a new or updated Telework Agreement to be completed. When an employee with an approved Telework Agreement moves to a different position, the employee shall request a new Telework Agreement, except in cases of reorganizations or realignments where the position remains essentially the same. A new Telework Agreement is not needed for temporary changes in position or supervisor (e.g., due to detail, temporary promotion, or assignments of a short duration). 5. Employees must report the number of participation days in the Routine Telework Agreement, so their Transit Subsidy reflects the correct amount. 6. Telework is voluntary for all employees. At a minimum, every employee must decide either to participate in the telework program or affirmatively opt out of the telework program by completing the AD-3018 form and giving it to their immediate supervisor. Employees with a Routine Telework Agreement shall be presumed to be eligible also for Situational/ Unscheduled telework. B. Unscheduled and Emergency Telework 1. OPM or Agency authorized officials may announce emergency operating status guidance allowing for unscheduled or required telework beyond that outlined in the OPM early dismissal guidance for weather events. 2. Employees with Telework Agreements in place may choose to participate in unscheduled telework as indicated by OPM or the Agency, without supervisory approval. However, employees who make this choice must inform their supervisors of their intent to telework and telework status by email, phone, or voicemail. Employees with a Telework Agreement are expected to telework or take other authorized leave (e.g., administrative leave, annual leave, leave without pay), paid time off, or a combination of both, as approved by the Agency office. 3. Teleworkers who are working in the office when an early departure is

announced generally may receive weather and safety leave for time required to commute home (excluding the period for an unpaid lunch break). This means that telework participants must complete the remaining hours of their workday (if any) either by teleworking or taking leave (paid or unpaid) or other paid time off once they arrive home. 4. When Federal offices are closed due to weather or other emergency conditions, in order to maintain the continuity of the Employer's operations: a. All telework-ready employees (see Section 21.2 P above) may be required to work at their alternative worksites, except an employee shall be excused if: i. they are prevented from safely teleworking by an act of God (i.e., natural disasters such as earthquakes, floods, and snowstorms), terrorist attack or other similar circumstance not in the employee's control that prevents working safely; and ii. either (A) the occurrence of such condition(s) could not, in the Agency's judgement, reasonably be anticipated, or (B) the employee is prevented from safely teleworking despite having taken reasonable steps within their control to prepare to telework (e.g., by taking home the needed equipment and/or work) and is otherwise unable to perform productive work at their telework site.

iii. an employee prevented from traveling to or performing work at an approved location, due to circumstances arising from one or more of the circumstances in (i) above, is prevented from safely teleworking.

b. Employees who do not have Telework Agreements and were otherwise scheduled to report to the closed Federal office shall not be required to work but shall be excused. Different provisions may apply to employees who do not have a Telework Agreement but are designated as emergency or mission-critical emergency employees.

5. When federal offices are not closed, if technical difficulties (including, e.g., the unavailability or inaccessibility of specialized equipment necessary for teleworking, power outages, and interference with internet connectivity) prevent an otherwise telework-ready employee from teleworking at/on a time/day when they were required or expected to do so, the employee will contact their supervisor or designee to determine an appropriate course of action which may include work that can still be conducted offline, appropriate leave, or return to the office.

6. If on a day that an employee is teleworking, the Employer directs an employee to report to the ODS, the employee's time driving from their approved telework site to the ODS shall be compensable as duty time.

C. Time and Attendance (applies to teleworkers and remote workers)

1. Employees must follow this Agreement for accurately coding time spent teleworking and working remotely.

2. Agency procedures for requesting and approving overtime, credit hours, and leave apply to all employees, including teleworkers and remote workers and are governed by this Agreement.

D. Safety

1. Teleworkers and remote workers are encouraged to be proactive in ensuring a safe alternate worksite and safe work habits.

2. As a remote worker or while teleworking from an alternate worksite, employees may be covered by the following:

a. Federal Tort Claims Act (FTCA), 28 United States Code (USC) 2671- 2680, Tort Claims Procedure; and

b. Federal Employees' Compensation Act (FECA), 5 USC Chapter 81, Compensation for Work Injuries.

3. Employees are covered by FECA at their alternate worksite if an injury occurs while

performing their official duties. 4. If an injury occurs, the employee must notify their supervisor

immediately, provide details of the incident or injury, and complete the following Department of Labor (DOL), Occupational Safety and Health Administration (OSHA) forms: a. OSHA, Form 301, Log of Work-Related Injuries and Illnesses; and b. DOL, FECA Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation; or c. DOL, FECA CA-2 Form(s): i. Form CA-2, Notice of Occupational Disease and Claim for Compensation; and ii. Form CA-2a, Notice of Recurrence; and d. As applicable, for Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation (CA-1) situations, employees can access the DOL Employees' Compensation Operations and Management Portal (ECOMP) through the How to File a Form website. 5. The Government is not liable for damages to the employee's personal or real property while the employee is teleworking, except to the extent the Government is held liable by the FTCA. E. Reasonable Accommodation and Medical Telework 1. Telework should be considered for reasonable accommodation requests for employees with a disability or for accommodation of religious beliefs. All reasonable accommodation requests, including those for telework, must comply with DR 4300-008, Reasonable Accommodations and Personal Assistance Services for Employees and Applicants with Disabilities, OPM and Government-wide regulations, and this Article. The determination as to whether an employee may be granted the accommodation requested should be made through a flexible interactive process between the Employer and the employee. 2. Employees seeking long-term (exceeding 6 months) or permanent telework as a Reasonable Accommodation should follow the rules and procedures outlined in DR 4300-008, Reasonable Accommodations and Personal Assistance Services for Employees and Applicants with Disabilities. 3. Any employee who seeks an appropriate short-term (6 months or less) telework arrangement because of temporary medical issues should submit a normal telework request and engage in a flexible interactive process with the Employer to determine the scope of the employee's capabilities, etc. Telework may also be combined with annual or sick leave during recovery or on days of recurring medical appointments. 4. It is not a requirement to document or track a Telework Agreement or an Agency office unique remote work agreement approved for a reasonable accommodation. However, written documentation in another format may be needed to document the efficacy of the organization's reasonable accommodation arrangement with the employee.

F. Telework Appeals

1. Appeals of a telework participation denial will be governed by the procedures of Article 18, Negotiated Grievance Procedure, and Article 19, Arbitration.
2. Employees may appeal the following denials of telework:
 - a. A written decision of ineligibility based on the duties of the position or the employee's suitability for telework;
 - b. Denial of an employee's request to telework documented by the submission of a Telework Agreement;
 - c. Management termination of an existing Telework Agreement; and
 - d. Denial of an employee's request to telework without a valid business reason, yet the employee is approved for situational telework.

21.5 Remote Work Policy

A. The Employer fully supports and promotes remote work arrangements for and by employees occupying remote work eligible positions. The Employer's remote work policy is intended to enhance the work-life balance for employees.

B. Remote work is an arrangement under which employees are scheduled to perform their position's job duties at an approved alternate worksite, typically the employee's residence. The remote worksite may be within or outside of the local commuting area of the Employer's worksite. Remote work employees will be expected to work at a designated approved location, typically the employee's residence, on a regular and continuing basis.

C. Remote work arrangements may be used for a variety of business reasons, including, but not limited to:

1. Retaining high performing employees who must move for personal reasons and would otherwise leave the Agency;
2. Recruiting employees with specialized skills, who may not want or be able to relocate for personal reasons;
3. Achieving Agency office real estate or other business cost reductions;
4. Reducing costs associated with filling vacancies when employees must relocate; and
5. Increasing employee work-life balance, resulting in increased morale.

D. Remote Work Eligibility. At a minimum, the following conditions or criteria will be considered when a remote work arrangement is requested or when included in a Job Opportunity Announcement (JOA) for merit promotion vacancies for bargaining unit positions:

1. As part of the ongoing position management processes, the Employer will review positions to determine eligibility for a remote work arrangement. Eligibility must be determined prior to posting a JOA; and

2. The Employer must consider:

- a. Job duties that only can be performed onsite and the amount of time required to complete such duties in a typical bi-weekly pay period;
- b. The amount of time required each week to participate in other aspects of the work unit operations such as training, meetings, or collaboration, including collaboration with stakeholders that cannot be conducted virtually;
- c. The type and frequency of travel associated with the position; and
- d. Any requirement for accessing classified information.

E. Remote work arrangements will be approved based upon a specific work location and will not include a requirement for the employee to remain within the local commuting area. Changes to official duty stations/remote work arrangements require supervisory approval.

21.6 Remote Work Procedures

A. Remote work arrangements should be cost-neutral or low-cost, to the extent practical, after factoring in the net cost savings accrued moving each employee to a remote arrangement. B. Although remote employees generally are not expected to report to the Agency worksite, the supervisor can require the presence of a remote employee at the worksite in certain situations, e.g., random drug testing, training, or an official meeting. C. Supervisors should minimize official travel between the remote work location and the Agency worksite unless necessary to accomplish mission critical needs or where alternative virtual communication means (e.g., teleconference, virtual meetings) are not available. D. When travel is required, clear communication between the employee and supervisor will ensure an accurate understanding of mutual responsibilities and obligations. When an Agency office authorizes a remote employee to travel to an office worksite for official duty, the Agency will pay travel costs consistent with the Federal Travel Regulations and other applicable Federal laws and Government-wide rules and regulations. E. Remote employees must be treated equitably for appraisals of job performance,

training, awards, reassignment, promotions, changes in grade, work requirements, approval of overtime work, flexible and compressed work schedules, and other actions within management's discretion. Remote employees are entitled to receive progress reviews and annual performance appraisals from their supervisors in accordance with the Employer's performance management policies. F. Remote employees who are required by their supervisor to report to an Agency worksite will be: 1. given as much advanced notice as possible, normally at least three (3) business days, less if a mission critical need requires it. This provision does not apply to drug testing; 2. considered to be in official travel status, if traveling from outside the local commuting area on a travel authorization, for the duration of the visit; 3. reimbursed for travel expenses associated with reporting to the office, (e.g., parking, mileage, tolls), if traveling within the local commuting area. If the employee is not in the local commuting area, they will be provided a travel authorization, and 4. provided with a dedicated workspace, if one is available, for the duration of the visit. (Remote work employees generally will not have a permanently assigned workspace at the Agency worksite.)

21.7 Establishment or Changing a Remote Work Arrangement

A. When creating a JOA for merit promotion announcements for bargaining unit positions, hiring managers must identify: 1. Whether the position is eligible for a telework or remote work arrangement; and 2. Whether a remote work arrangement is required for the position. Candidates accepting a position where a remote work arrangement is required must accept the arrangement as a condition of employment. B. Employees may request to work remotely, to change an existing remote work arrangement, or to terminate their remote work arrangement. Absent urgent circumstances, employee requests to change their remote work location or remote work arrangement are limited to once every six (6) months. The employee requesting a change must: 1. Discuss the request with their supervisor. Changing the employee's duty station likely will affect the employee in several ways (e.g., locality pay, Reduction-in- Force competitive area, bargaining unit status, unemployment compensation). When discussing such requests with the employee, management must address other available workplace flexibilities, including but not limited to, alternative work schedules, details, leave options (e.g., extended leave without pay, and shared leave programs). 2. The employee then may submit a request for a remote work arrangement, change to a remote work arrangement, or termination of a remote work arrangement in writing. The request must include the proposed duty station and effective date. C. To the extent the eligibility criteria in Section 21.5 D 2 of this Article are met, supervisors shall normally approve requests to set up a remote work arrangement from employees occupying positions that are remote-eligible. Normally employees shall not be denied a remote work arrangement based upon the locality pay of the remote worksite. If denied, the Employer will provide a written justification to the employee. D. Supervisory considerations of employee requests to change or terminate a remote work arrangement include: 1. That the proposed creation or change of a remote work arrangement does not negatively affect the Employer's budget or ability to execute its mission; and 2. Requests to terminate a remote work arrangement may be denied due to space limitations within an Employer worksite. E. Generally, to the extent the eligibility criteria in Section 21.5 D 2 of this Article are present, employees may be considered eligible for a remote work arrangement. However, as with telework, an employee becomes permanently ineligible for a remote work arrangement if they have been formally disciplined for either:

1. A violation of Subpart G, Misuse of Position, of the Standards for Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computing device to include cell phones and tablets or while performing official, Federal Government duties; or

2. AWOL for five (5) or more days in any calendar year.

F. Performance and Conduct. Employees on remote work arrangements are subject to the same laws, rules, regulations, and policies that address performance deficiencies and employee misconduct.

G. Appeals to a denial of a request for a remote work arrangement are governed by Article 18, Negotiated Grievance Procedure, and Article 19, Arbitration.

H. Employees approved to work remotely will be permitted to pack any personal items located in the Agency workspace on duty time, if applicable.

21.8 Pay, Holiday, and Time and Attendance

A. The basic rate of pay of a remote employee is determined by the employee's base pay rate, the applicable locality pay rate and any special pay rate associated with the employee's official duty station of record, as recorded on the employee's OPM Standard Form (SF)-50, Notification of Personnel Action. For remote employees, the official worksite typically is their residence.

B. Teleworker and remote workers are required to follow the procedures in this Agreement for requesting and using approved leave.

C. The Employer generally should not pay relocation expenses related to remote work arrangements such as expenses to relocate to a new official duty station or to return to the Agency office worksite when such arrangements were requested by the employee and is not the result of a directed reassignment.

D. Remote work employees traveling on official business are eligible for the same travel benefits as non-remote work employees. Supervisors should, whenever possible, minimize official travel for remote employees. Alternate communication technologies should be leveraged to the greatest extent possible to minimize travel unless necessary.

E. All required training and travel for remote employees as determined by the supervisor (e.g., mandatory participation at meetings or conferences at the Agency office worksite) will be subject to normal training approval requests, applicable travel regulations, and funding.

F. Remote work employees may be eligible for Workers' Compensation benefits for work-related injuries or illnesses sustained while in the performance of duty under FECA, which is administered by the DOL's Office of Workers' Compensation Programs (OWCP). For further information, see 5 USC 81.

21.9 Domestic Employees Teleworking Overseas

A. Domestic Employees Teleworking Overseas (DETO) are overseas work arrangements that allow Federal Executive Branch employees to perform the work requirements and duties of their positions temporarily from approved overseas locations via DETO agreements. Employees have no authorization to telework from a foreign location without approval from USDA and the Department of State (DOS).

B. Employees who may be considered for a DETO are those who are the spouse or domestic partner of a sponsoring Foreign Service Officer, Federal Civil Service employee, Department of Defense employee, or uniformed service member assigned overseas. To be considered for a DETO, the employee must be on the U.S. Government orders of the sponsoring individual assigned overseas.

C. DETO requests will be considered on a case-by-case basis. Employees must consult with the OHRM as early as possible in the process because DOS approval can take from six (6) months to a year, if not longer.

D. Any DETO request must be approved by the applicable Agency office prior to submission to the DOS and must follow the requirements in Departmental Regulation 4080-811-002, Telework and Remote Work Programs, the DOS Executive Secretary Memorandum, Requirements for Executive Branch Employees Teleworking in Foreign Locations, dated June 7, 2016, and the DOS Foreign Affairs Manual, 3 FAM 2370, Domestic Employee Teleworking Overseas (DETO) policy guidance, dated August 11, 2021.

E. Before approval, the employee must complete a DETO agreement using the DOS DETO agreement form, fulfill any overseas training requirements, and obtain proper documentation (e.g., passports, visas, work permits) to perform work overseas. The completed DETO agreement must be submitted through the employee's supervisory chain of command for approval. Once approved, it must be submitted to the DOS.

F. A DETO may entail significant costs to the Employer the employee, or both. Therefore, prior to approving a DETO agreement, the Employer must be prepared to address any contingencies or problems with the overseas telework arrangement, including situations when the employee or the Employer may need to terminate the DETO.

G. Upon approval of a DETO agreement, the approved case must be forwarded to the servicing Human Resource Office to change the employee's duty station to the overseas location. The DOS regulation 3 FAM 2370 governs the availability of overseas allowances, including the termination of locality pay, and other differentials for employees.

H. DOS policy requirements apply to all employees working under a DETO.

21.10 Roles and Responsibilities

A. The Employer shall:

1. Promote the Telework and Remote Work Programs and give all eligible employees the opportunity to participate in telework or remote work arrangements;
2. Determine the suitability of positions for remote work arrangements;
3. Administer Telework and Remote Work Programs in accordance with this Agreement;
4. Incorporate information about the availability of telework, remote work, and related policies into new employee orientation and other training programs;
5. Evaluate all teleworkers, remote workers, and non-teleworkers under the same employee performance management system and afford the same professional opportunities, assignments, and treatment about work projects assigned, appraisal of job performance, awards, recognition, training and developmental opportunities, promotions, and retention incentives;
6. Provide the following equipment to teleworkers and remote workers:
 - a. One laptop or workstation with Jabber or successor;
 - b. One keyboard and mouse;
 - c. One docking station; and
 - d. One monitor at their ODS. Additional equipment (e.g., printer, scanner, cell phone, headset) may be provided if duties require such equipment.
7. Designate a Telework Program Coordinator (TPC) to manage the program;
8. Ensure all employees are notified of their eligibility to telework and encourage them to annually review or update their Telework Agreements or opt-out by selecting the AD- 3018 Opt-Out Section check boxes;
9. Ensure supervisors are aware of the requirement that teleworkers who are designated as emergency employees or mission-critical emergency employees are identified as such in their Telework Agreements;
10. Ensure managers are aware of the requirement for teleworkers to complete required training prior to implementing a Telework arrangement;
11. Coordinate with relevant parties on inventories of available computers, laptops, printers, and other office equipment for

use in the Telework Program prior to reporting the property as excess; 12. Report the required telework program information, as requested by the Department; 13. Maintain all documentation in accordance with National Archives and Records Administration, General Records Schedule 22.2, Section 080, Supervisor's personnel files, which requires Telework Agreements to be retained for one year after the end of the employee's participation in the program; 14. Ensure employees are provided information on the Employer's Telework and Remote Work Programs, including eligibility criteria and application procedures; 15. Establish a system to receive feedback from employees about the implementation effectiveness and impact of the Telework and Remote Work Programs;

16. Provide copies of approved agreements and notices of agreement terminations in a timely manner;

17. Notify all assigned employees of their eligibility to telework, work remotely, or opt-out. Require each eligible new employee to request a new or updated Telework Agreement, remote work arrangement, or Opt-Out statement within ninety (90) calendar days of the arrival of the new employee. Require and account for Telework Agreements or Opt-Out Statements from all eligible employees.

18. Within ten (10) business days of receipt of a telework or remote work request, meet with the employee to approve, modify, or deny the request based on the Telework Enhancement Act of 2010 and this Article. If the request is denied or terminated, provide written justification to the employee, the Agency TPC and the Union;

19. Provide written notification and explanation to employees who are not authorized to participate in the Telework and Remote Work Programs.

20. Review approved Telework Agreements with all assigned employees annually;

21. Ensure consistent and fair administration of the Telework and Remote Work Programs policies and procedures;

22. Upon approval of a Telework Agreement, Remote Work Agreement, or Opt-out arrangement, establish and communicate reasonable and clear expectations with employees regarding methods of communication, (i.e., customer service, time frame for returning phone calls, voicemail messages, and email communication), staff meeting attendance, duty hours, and the accurate coding of telework for time and attendance purposes;

23. Ensure a personnel action is effected to document the correct official duty location for each employee approved for remote work. Temporary exceptions may apply as set out in Section 21.3 G 6, Temporary Eligibility, above;

24. Resolve telework denial and remote work denial appeals or grievances in a timely manner and in accordance with this Agreement;

25. Ensure compliance with approved telework and remote work agreements;

26. Ensure remote employees are provided office supplies from approved sources as appropriate. Reimbursement for office supplies will only occur if a request has been submitted and is pre-approved by the immediate supervisor before the purchase is made;

27. Promote and cooperate with employees and the Union in following the appeal procedures of Article 18, Negotiated Grievance Procedure, and Article 19, Arbitration, to resolve appeals of telework participation denials. Examples of employee appeals include but are not limited to:

- i. A written decision of ineligibility based on the duties of the position and/or the employee's suitability for telework;
- ii. Denial of a Telework Agreement, when an employee has been notified that they are eligible to telework;

- iii. Management termination of an existing Telework Agreement;
- iv. Frequent denials of individual requests to telework when approved for an ad hoc Telework Agreement, without valid business reasons.

B. Employees shall:

1. Follow the conditions of their approved telework or remote work agreements;
2. Follow the Employer's safety requirements and ensure proper security of Agency equipment, information, and materials;
3. Provide the same level of support, availability, and accessibility to customers, coworkers, and their supervisor(s) as if working at an Agency official duty location;
4. Meet all organizational and individual work requirements as established (e.g., customer service, time frame for returning phone calls, voicemail messages, and email communication), staff meeting attendance, duty hours, and the accurately coding time and attendance;
5. Complete all applicable mandatory training courses;
6. Ensure appropriate arrangements for the care of dependents while teleworking. Telework is not a substitute for dependent care. However, this Article does not preclude a teleworking employee from having a caregiver in the home who provides care to the dependent(s) while the employee teleworks. Also, a dependent may be permitted in the home provided they do not require constant supervision or care (i.e., older child or adolescent) and their presence does not disrupt the ability to telework effectively;
7. Ensure the alternate worksite provides adequate connectivity and technology to accomplish work tasks. Employees are expected to provide internet service and other general utility costs at their own expense, however, in cases involving extenuating circumstances, the Agency may explore other temporary connectivity options.
8. Acknowledge, in the applicable Telework or organizational remote work agreement forms that they are bound by the Standards of Ethical Conduct for Employees of the Executive Branch while teleworking or working remotely;
9. Understand that travel provisions applicable to employees working at an official duty station also apply to teleworkers and remote workers. A teleworker or remote worker who is directed to travel to another worksite (e.g., official duty station) during their regularly scheduled basic tour of duty would have the travel hours credited as hours of work. Similarly, teleworkers who are required to travel to the official duty location after their regularly scheduled telework basic tour of duty to perform irregular or occasional overtime work are entitled to at least two (2) hours of overtime pay or compensatory time off (5 CFR 550.112 (h), Call-back overtime work, and 5 CFR 551.401(e)); and
10. For remote employees, work with IT support to resolve malfunctions of Agency-supplied equipment. Employees will notify their supervisor of any work stoppage and discuss a work plan which, based upon the circumstances, may include alternative work assignments and/or administrative leave. An employee who experiences a work stoppage through no fault of their own due to a malfunction of Agency-supplied equipment will not be disciplined for the stoppage. Agency equipment may be shipped to/from the employee's residence or travel to an Agency worksite may be required.



United States Department of Agriculture

**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK**

Following DR

**RHS Nationwide and AFGE Local 2831
05/21/24**

New Unit is following DR - inaugural CBA being negotiated



**Rural Development
NEGOTIATED AGREEMENT ON TELEWORK
Standalone Agreement**

**RD Business Center and AFGE Local 3354
02/02/22**

PREAMBLE:

This Memorandum of Agreement (MOA) supplements the Labor-Management Relations Collective Bargaining Agreements (CBAs) between the Union and the Agency applying to the Business Center (BC) professional and non-professional units, so that this MOA, the CBAs, and applicable laws, rules, regulations, policies, and procedures, as amended, cover all aspects of the Telework and Remote Work Program by providing:

- (1) Procedures the Agency's management officials shall observe in exercising rights recognized by § 7106 of the Federal Service Labor-Management Relations Statute; and
- (2) Appropriate arrangements for employees affected by any exercise of such rights.

SECTION I - THIS MOA, PRIOR AGREEMENTS, AND AGENCY DIRECTIVES

- (A) This MOA replaces all previous Telework MOAs in their entirety.
- (B) Teleworking in the BC shall be governed by this MOA and USDA's Departmental Regulation 4080-811-002, "Telework and Remote Work Program" (the DR).
- (C) In the event the Department of Agriculture issues any new or revised DR to govern Telework and Remote Work, this MOA shall govern rather than the DR whenever there is a conflict between them.

SECTION II - SHARED UNDERSTANDINGS

- (A) The BC Telework Program begins with the premise that all positions are presumed suitable for Telework, unless the Agency determines the position unsuitable for Telework. Such determinations must be supportable by written justification, and must:
 - (1) Require that, on a daily basis, an employee be physically present at the

office worksite; and

(2) The assigned work cannot be performed from an alternative worksite.

(B) Employees may request to telework on a Core (Regular/Recurring) or Situational/Non-Scheduled (i.e., episodic) basis. On a case-by-case basis, the employee and the supervisor may mutually agree to change the established schedule of the employee to meet Situational/Non-Scheduled or episodic requests.

(C) Time spent in a Telework status include overtime and credit hours, and all time and requests must be accounted for and reported in the same manner as if the employee reported for duty at the Official Duty Station (ODS).

(D) Within the BC, teleworking shall be offered to all eligible positions in which all, or substantially all, critical element duties are portable. Any work that requires Personally Identifiable Information (PII)/Sensitive Security Information (SSI) shall adhere to the Rural Development “Government Furnished Information Technology Equipment for Use within and outside of USDA facilities” policy and RD Instruction 2033-A, “Management of Rural Development Records”.

(E) When consistent with business needs and approved by their supervisors, Teleworkers and Remote Workers may participate in Flexible/Compressed work schedules or other flexible work arrangements. A teleworker must report physically to their employing office worksite location for two (2) full workdays or a combination of workday and some form of personal leave each biweekly pay period (PP) on a regular and recurring basis.

SECTION III - ELIGIBILITY TO TELEWORK

In order to participate in the BC Telework Program, employees must satisfy all of the requirements established by applicable laws, rules, regulations, policies, and procedures, as amended, and:

(A) Must have high speed internet connection for use at their alternate worksite; and

(B) Must have an appropriate specific work location which is safe, comfortable, and free from distractions; and

(C) Must not be under an Opportunity to Improve Notice; and

(D) Must not have received an Absent Without Official Leave (AWOL) charge exceeding eight (8) hours within the last six (6) months. If an employee has received an AWOL charge exceeding eight (8) hours, he/she shall not participate in the Telework Program for six (6) months from the date the employee receives his/her ninth (9th) hour of AWOL. If the employee receives an AWOL charge of four (4) hours or more at any time during the employee’s six (6) month preclusion period, the employee shall not participate in the Telework Program for an additional six (6) months from the date he/she receives the AWOL charge.

(E) An employee may be found ineligible for telework temporarily if the employee was subject to formal disciplinary action, adverse action, or was placed on a leave restriction within the previous six (6) months, but may reapply for telework when the action or restriction has been completed and six (6) months have passed provided the employee has not been subject to further disciplinary action or restriction.

SECTION IV - PROCEDURES FOR THE AGENCY TO APPROVE APPLICANTS TO TELEWORK

(A) If there are conflicting Telework schedule requests, the Agency shall grant employee requests by seniority, with the most senior employees receiving schedule approvals before other employees. The Agency shall use the employee's Retirement Service Computation Date to rank employees by seniority.

(B) In certain temporary situations, such as when an employee is recovering from an injury or illness, and where the medical condition does not preclude the employee from teleworking, the Agency may permit the employee to telework provided the employee submits a Medical Certificate from his/her Health Care Provider. The Medical Certificate shall be written on the official letterhead of the Health Care Provider, and shall contain, but is not limited to, the following information:

- (1) Statement that the employee is under the Doctor's care; and
- (2) Work limitations that may impact any employee's functions; and
- (3) The expected duration of the absence; and
- (4) A statement regarding the amount of time in each day the employee may Telework; and
- (5) The name, address, telephone number, and original signature of the Health Care Provider.

(C) Nothing in this MOA shall diminish any statutory right of an employee to telework.

SECTION V - THE CONDITIONS OF TELEWORKING

(A) Exercising its best judgment taking into account BC's business/mission-related priorities and other similar considerations, and in compliance with this MOA, the Contract, and all applicable laws, rules, regulations, policies, and procedures, as amended, including especially RD's December 17, 2021 "Government Furnished Information Technology Equipment for Use within and outside of USDA facilities" policy, the Agency shall provide government-owned laptops and supplies for teleworking employees to use when teleworking. The Agency retains ownership and control of all such property. teleworking employees shall be responsible for transporting such property between their ODSs and their Telework locations, and for complying with all requirements for checking such property in and out of the BC.

(B) The supplies provided by BC shall be those basic expendable office supplies routinely used in the BC workplace.

(C) Limit on right of individual employees to telework. Employees chosen to telework have the right to apply for a Telework Agreement (TA) permitting them to telework up to eight (8) days/PP.

(D) With the advance approval of their supervisors and when needed for business reasons:

(1) Employees with an approved TA may telework after normal business hours or on weekends.

(2) When a normally scheduled Telework day falls on a holiday, employees with an approved TA may request a Situational/Non-Scheduled Telework day, in lieu of their regularly scheduled Telework day in order to telework on a

different day within the same PP.

(3) When a normally scheduled teleworker's day to physically report to the employing office worksite falls on a holiday, it is not required to add an alternate day to the employee's requirement to physically report to the employing office worksite for that specific biweekly PP unless the supervisor identifies a business need for the employee to report.

(4) Employees with an approved TA may telework additional days provided they do not exceed eight (8) days/PP.

(5) All employees may be authorized to work Situational/Non-Scheduled telework in response to specific duty status announcements issued by OPM or authorized USDA officials during periods of inclement weather or other emergency situations, or to maintain productivity during short-term situations.

(E) The BC has the right to direct that any teleworking employee report to his/her ODS on his/her scheduled teleworking day in order to meet operational needs.

Notice to report shall normally be given one (1) day in advance. When he/she is required to report to the traditional worksite on a regularly scheduled Telework day, the employee may request to work an additional Situational/Non-Scheduled day. The supervisor shall approve/disapprove the request based on business considerations. When the Agency requires an employee to be present on a day when the employee is already teleworking, that employee shall receive no more than two (2) hours to arrive at his/her ODS. Such travel time shall be compensable as hours of work. Mileage for a privately-owned vehicle between the ODS and Telework site shall not be reimbursable.

(F) Employees must sign into and maintain connectivity. Such connectivity must occur through the use of an Agency-approved instant communicator and virtual telephone or similar technology. Teleworking employees are expected to be as available to the Employer, co-workers and customers by phone, government E-mail (use of personal email to perform duties is not authorized), instant communicator (e.g., Microsoft Teams), voicemail or other communications media during their scheduled daily tour of duty as when they work at their normal ODS. The Employer may contact the employee at any time he/she is on duty at the Telework site.

(G) The Agency shall not be liable for any violation of a local zoning ordinance or community association rule.

(H) All Teleworkers must recertify their TAs annually during the month of June and, if applicable, update their TAs. Upon renewal, and based on business needs, the Agency reserves the right to amend or adjust the employee's Telework schedule.

(I) When an employee with an approved Telework schedule transfers from the schedule-approving authority of one supervisor to that of another, the new supervisor may schedule the employee's Telework schedule considering the desires of the employee, Telework schedules by other employees in the new organizational unit, and the requirements of the organization. If the Agency may accommodate the employee's original Telework schedule in the new organization without disruption to the existing Telework schedule of the other employees, or negatively affecting workload or other business considerations, etc., the Agency may consider the accommodation.

(J) Employees shall have up to fifteen (15) minutes from the time they begin their

login procedure to notify their supervisors of their telework start time, and again within five (5) minutes of their end of tour of duty time. If the employee has difficulty logging into the system, the employee must immediately notify his/her supervisor/designee by telephone of such difficulty.

SECTION VI - TERMINATING PARTICIPATION IN TELEWORK

(A) When the Agency terminates a TA, where practical the Agency must provide the employee a written documented explanation and allow him/her at least seven (7) calendar days advance notice, to allow the employee an opportunity to arrange transportation to commute to the work site on those days that were his/her terminated Telework days.

SECTION VII - OFFICE CLOSURES/INTERRUPTED SERVICE

(A) Employees with a TA shall telework during inclement weather office closures. Employees should anticipate inclement weather and be telework ready.

(B) If an employee is unable to adequately perform his/her duties or responsibilities while in Telework status, the employee must immediately notify his/her immediate supervisor or designee by telephone.

(C) If there is a disruption of services at the Telework site and the employee cannot continue due to loss of contact with the work site, the employee must notify his/her immediate supervisor or designee that he/she is having technical difficulties. The employee shall have one (1) hour from that notice to regain connectivity. If at the end of that one (1) hour the employee has not regained connectivity, the Agency shall offer the employee the option of coming to the work site, or requesting leave for the remainder of the workday.

(D) Although the Agency shall not normally consider an employee's commute time to and from the traditional work site as duty time, whenever an employee must come to work on a previously scheduled Telework day, if the return to work is due to USDA technical difficulties the Agency shall consider up to two (2) hours of the employee's commute time to the traditional work site as duty time.

SECTION VIII - BLOCK OUT

Supervisors shall identify those Teleworking employees with critical work needs which may preclude them from teleworking at certain times during the work year.

SECTION IX - REMOTE WORK POLICY

(A) Remote Work Defined: Remote Work is an arrangement under which USDA employees are scheduled to perform their position's job duties at an approved alternate worksite, typically the employee's residence. The remote worksite may be within or outside of the local commuting area of the Mission Area, agency, or staff office's worksite. Remote Work employees are expected to work at a designated approved location, typically the employee's residence, on a regular and continuing basis.

(B) Remote Work Procedures:

(1) Although remote employees generally are not expected to report to the

Mission Area, agency, or staff office worksite, the supervisor has the right to direct that a Remote Work employee report to an alternate work site in order to meet business needs.

(a) Notice to report shall normally be given one (1) day in advance.

(b) When the Agency requires an employee with an ODS within the local commuting area to be present at an alternate work site on the same day, that employee shall receive no more than two (2) hours to arrive unless the supervisor finds and approves a need for additional time. Such travel time shall be compensable as hours of work.

(2) Remote work arrangements should be cost-neutral or low-cost, to the extent practical, after factoring in the net cost savings accrued moving each employee to a remote arrangement. Supervisors should minimize official travel between the remote work location and the Mission Area, agency, or staff office worksite unless necessary to accomplish mission-critical or operational needs or where alternative virtual communication means (e.g., teleconference, virtual meetings) are not suitable or available.

(3) When travel is required, clear communication between the employee and supervisor will ensure an accurate understanding of mutual responsibilities and obligations. When a Mission Area, agency, or staff office authorizes a remote employee to travel to an office worksite for official duty, the agency will pay travel costs consistent with applicable travel regulations and policies.

(4) Remote employees must be treated equitably for appraisals of job performance, training, awards, reassignment, promotions, changes in grade, work requirements, approval of overtime work, flexible and compressed work schedules, and other actions within management's discretion. Remote employees are entitled to receive progress reviews and annual performance appraisals from their supervisors in accordance with USDA's performance management policies.

(C) Establishing or Changing a Remote Work Arrangement

(1) When creating a Job Opportunity Announcement (JOA), the Agency shall, in accordance with DR 4080-811-002, identify:

(a) Whether the position is eligible for a Telework or Remote Work arrangement; and

(b) Whether a Remote Work arrangement is required for the position.

Candidates accepting a position where a Remote Work arrangement is required must accept the arrangement as a condition of employment.

(2) USDA employees may request to work remotely, to change an existing remote work arrangement, or to terminate their remote work arrangement. Absent urgent circumstances and in accordance with the terms of an applicable CBA, employee requests to change their remote work location or remote work arrangement is limited to once every 6 months. The employee requesting a change must:

(a) Discuss the request with their supervisor. Changing the employee's duty station likely will affect the employee in several ways (e.g., locality pay, Reduction-in-Force (RIF) competitive area, bargaining unit status, unemployment compensation). When discussing such requests with the employee, management must address other available workplace flexibilities,

including but not limited to, alternative work schedules, details, leave options (e.g., extended leave without pay (LWOP), and shared leave programs.

(b) The employee then may submit a request for a remote work arrangement, change to a remote work arrangement, or termination of a remote work arrangement in writing. The request must include the proposed duty station and effective date.

(3) To the extent the eligibility criteria in DR 4080-811-002 are met, supervisors normally will approve requests to set up a remote work arrangement from employees occupying positions that are remote-eligible. Supervisors may consider, however, whether there is a need to limit the geographic location of the duty station for the remote work arrangement due to travel or other mission requirements.

(4) Supervisory considerations of employee requests to change or terminate a remote work arrangement include:

(a) That the proposed creation or change of a remote work arrangement does not negatively affect the Mission Area, agency, or staff office's budget or ability to execute its mission; and

(b) Requests to terminate a remote work arrangement may be denied due to space limitations within a Mission Area, agency, or staff office worksite.

(5) Generally, to the extent the eligibility criteria in DR 4080-811-002 are present, employees may be considered eligible for a Remote Work arrangement. However, an employee becomes permanently ineligible for a Remote Work arrangement if they have been formally disciplined for either:

(a) A violation of Subpart G, Misuse of Position, of the Standards for Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computing device to include cell phones and tablets or while performing official, Federal Government duties; or

(b) Absence without leave (AWOL) for five (5) or more days in any calendar year.

(6) Performance and Conduct. Employees on remote work arrangements are subject to the same laws, rules, regulations, and policies that address performance deficiencies and employee misconduct.

(7) In USDA, appeals to a denial of a request for a remote work arrangement are governed by the Negotiated Grievance Procedure of the applicable CBA.

(D) Pay, Holiday, and Time and Attendance

(1) The basic rate of pay of a remote employee is determined by the employee's base pay rate, the applicable locality pay rate and any special pay rate associated with the employee's ODS of record, as recorded on the employee's OPM Standard Form (SF)-50, Notification of Personnel Action. For remote employees, the official worksite typically is their residence.

(2) Teleworkers and Remote Workers are required to follow Departmental policies and procedures for requesting and using approved leave. Leave should be requested and approved in accordance with standard leave approval procedures, with leave hours accurately recorded in the time and attendance system.

(3) Mission Areas, agencies, and staff offices generally should not pay

relocation expenses related to remote work arrangements such as expenses to relocate to a new ODS or to return to the Mission Area, agency, or staff office worksite when such arrangements were requested by the employee and are not the result of a directed reassignment.

(4) Remote work employees traveling on official business are eligible for the same travel benefits as non-remote work employees. Supervisors should, whenever possible, minimize official travel for remote employees. Alternate communication technologies should be leveraged to the greatest extent possible to minimize travel unless necessary.

(5) Remote work employees generally will not have an assigned or dedicated workspace at the Mission Area, agency, or staff office worksite. Performance issues of remote employees will be addressed in accordance with USDA policies, regulations, and applicable CBA provisions. Absent exigent circumstances, supervisors are expected to allow the employee to continue as a remote employee while addressing performance or conduct issues in accordance with USDA policies and in accordance with the terms and provisions of any applicable CBA.

(6) All required training and travel for remote employees as determined by the supervisor (e.g., mandatory participation at meetings or conferences at the Mission Area, agency, or staff office worksite) will be subject to normal training approval requests, applicable travel regulations, and Mission Area, agency, or staff office funding.

(7) Remote work employees may be eligible for Workers' Compensation benefits for work-related injuries or illnesses sustained while in the performance of duty under the Federal Employees' Compensation Act which is administered by the U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP). For further information, see 5 U.S.C. 81.

(E) Roles and Responsibilities

Teleworkers and Remote Workers shall:

(1) Follow the conditions of their approved TA or Remote Work agreement;

(2) Follow USDA safety requirements and ensure proper security of USDA equipment, information, and materials;

(3) Provide the same level of support, availability, and accessibility to customers, coworkers, and their supervisor(s) as if working at a USDA official duty location;

(4) Meet organizational and individual work requirements as established (e.g., customer service, time frame for returning phone calls, voicemail messages, and email communication), staff meeting attendance, duty hours, and accurately coding time and attendance;

(5) Complete all applicable mandatory training courses;

(6) Ensure appropriate arrangements for the care of dependents while teleworking. Telework or Remote Work is not a substitute for dependent care.

However, an employee is not precluded from having a caregiver in the home who provides care to the dependent(s) while the employee works. Also, a dependent may be permitted in the home provided they do not require constant supervision or care (i.e., older child or adolescent) and their presence does not disrupt the ability to work effectively;

- (7) Ensure the alternate worksite provides adequate connectivity and technology to accomplish work tasks. Employees are expected to provide internet service and other general utility costs at their own expense;
- (8) Acknowledge, in the applicable TA or organizational Remote Work agreement form that they are bound by the Standards of Ethical Conduct for Employees of the Executive Branch while teleworking or working remotely; and
- (9) Understand that travel provisions applicable to employees working at an ODS also apply to Teleworkers and Remote Workers. A Teleworker or Remote Worker who is directed to travel to another worksite (e.g., ODS) during their regularly scheduled basic tour of duty would have the travel hours credited as hours of work. Similarly, Teleworkers who are required to travel to the official duty location after their regularly scheduled telework basic tour of duty to perform irregular or occasional overtime work are entitled to at least two (2) hours of overtime pay or compensatory time off (5 CFR § 550.112 (h), Call-back overtime work, and 5 CFR 551.401(e)).



RISK MANAGEMENT AGENCY (RMA)

**NEGOTIATED AGREEMENT ON TELEWORK
(Standalone Agreement)**

RMA and NFFE Local 858

March 3, 2022

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES (NFFE) LOCAL 858 (“UNION”)
AND
RISK MANAGEMENT AGENCY (RMA) KANSAS CITY (“AGENCY”)**

This Memorandum of Understanding (MOU) represents the agreement between the Parties named above regarding the Agency’s implementation of the U.S. Department of Agriculture (USDA), Departmental Regulation 4080-811-002, Telework and Remote Work Programs, with the effective date of November 22, 2021 (DR 4080-811-002). This MOU supersedes all previous agreements and past practices in conflict with DR 4080-811-002 and the provisions of this MOU.

1. Purpose:

The purpose of this MOU is to rescind Article XXVI of the Parties’ Negotiated Agreement with the effective date of February 3, 2012, and adopt the provisions of DR 4080-811-002 in its entirety, which expands telework options to permit eligible employees to telework up to eight (8) days per bi-weekly pay period and to implement the USDA Remote Work Program for eligible employees, based on the duties of their position, with the certain additional provisions that follow.

2. Additional Provisions:

- A. Within thirty (30) calendar days of the effective date of this MOU, the Agency will inform employees in writing whether their position is eligible for telework, remote work and/or both. Based on the duties of the employee’s position:

Telework options may include:

- (1) Eligible for telework up to eight (8) days per pay period.
- (2) Eligible for telework up to a specified number of days per pay period as identified by the supervisor.
- (3) Eligible for situational or ad hoc telework.
- (4) Not eligible for telework for the reason(s) per 4.f(3) and 4.f(4) of DR 4080-811-002

Remote Work options may include:

- (1) Eligible for remote work.
- (2) Eligible for remote work with specified limitation(s) that will be identified by the

supervisor).

- (3) Ineligible for remote work for the reason(s) per 8.c, 8.d, and 8.e of DR 4080-811-002

Note: All remote work eligible positions are also deemed to be eligible for telework. Employees that do not elect remote work but do elect telework, will work directly with their supervisor to establish their individual telework plan.

- B. The position eligibility notification document provided to each employee will inform the employee as to their eligibility for remote work (and eligibility for telework if the employee's position is not eligible for remote work) and will include the supervisor's explanation of the reason for ineligibility (if applicable) or remote work limitations (if applicable).
- C. RMA personnel assigned to a Regional Office or Regional Compliance Office are limited to having a remote duty location that is within the respective Regional Office's or Regional Compliance Office's geographic States or Territory Served service area (see below).
- Regional Office, Jackson, Mississippi: States Served: Arkansas, Kentucky, Louisiana, Mississippi, and Tennessee.
 - Regional Office, Raleigh, North Carolina: States Served: Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia.
 - Central Regional Compliance Office, Kansas City, Missouri: States Served: Colorado, Kansas, Missouri, and Nebraska.
 - Eastern Regional Compliance Office, Raleigh, North Carolina: States/Territory Served: Alabama, Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Vermont, Virginia, and West Virginia.

Note: There is a general geographic, INCONUS restriction. Any employee requests for a remote work location in Alaska, Hawaii, or Puerto Rico will be considered on a case-by-case basis and the request must be approved by the Associate Administrator.

- D. Within thirty (30) calendar days following receipt of the notice advising an employee of their position's eligibility for telework and/or remote work, the employee will complete an electronic Telework and/or Remote Work Request in the Telework Management System (TMS) (or successor telework/remote work management system) and attach their election form for their supervisor's review and approval. If the employee does not

elect to participate in the Telework or Remote Work Program, when initially offered, there is no restriction as to when an employee may make a future request to participate.

- E. Within ten (10) business days after receiving an employee's Telework and/or Remote Work Request, the supervisor will review the information and approve or disapprove the employee's request in TMS. If the election is disapproved or modified, the supervisor will provide a written explanation as to the reason(s) for the denial or modification.
- F. In the event an employee wishes to increase the number of days in the office, the request for telework agreement change will be given with a minimum of forty-five (45) calendar days advance written notification. The supervisor will review the request and advise the employee in writing as to the final determination.
- G. In the event an employee who is teleworking on a regular and recurring basis wishes to discontinue their participation in the Telework Program and work in the office, a dedicated workspace may be delayed based on space limitations. And if there are multiple dedicated workspace requests pending, the requests will be considered on a first come first serve basis.
- H. Employees may request to work remotely, to change an existing remote work arrangement, or to terminate their remote work arrangement. Absent urgent circumstances, (e.g., a major quality of life issue such as illness of a family member, spouse needing to move to obtain or maintain a job, etc.), the employee's ability to request a change to their remote work location or remote work arrangement is limited to once every six (6) months. The employee's request to start, change or terminate remote work arrangement must be in writing. The request must include the proposed duty station, effective date and when applicable, the associated quality of life circumstance. Supervisors must render a written decision on an employee's request for a voluntary change within two (2) pay periods.
- I. RMA will not maintain vacant or unused space in a USDA facility for the purpose of accommodating employee requests to terminate a remote work arrangement. When on an occasional basis a remote employee is required by the supervisor to report to an office worksite location, the remote employee will be provided access to office hoteling space. Employee requests to terminate a remote work arrangement may be denied due to space limitations. If an employee's voluntary change to their remote work arrangement is approved and the change includes a return to the office worksite, when workspace is available, the employee will be allowed to return to the office worksite on a first come first serve basis.
- J. Employee requests to start, change, or terminate telework or remote work

arrangements must be in writing. The request must include the proposed effective date. For remote work, the request must also include the proposed duty location or for requests to return to a RMA office location, the request must include the proposed office worksite to which the employee would like to return.

- K. Telework and remote work employees will be available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g., Microsoft Teams) to communicate with their supervisor and complete their work and to be as accessible as they would be in an official agency worksite. Barring exigent circumstances (e.g., childcare, already scheduled medical appointments, etc.) employees will be required to change their normal schedule when notified by a supervisor twenty- four (24) hours in advance of meetings or training that fall outside of their normal tour of duty. Supervisors will make every effort to give employees as much notice as possible.
- L. When the Agency requires a remote employee to travel to an office worksite for official duty, the agency will pay travel costs consistent with applicable travel regulations and policies.
- M. Employees who telework three (3) or more days per week and remote work employees who are required by the Agency to report to an office worksite on occasional basis will use office hoteling space (office hoteling space features a shared office workspace environment) when working from their office worksite location. Employees who telework two (2) or fewer days per week will be assigned a dedicated workspace at their office worksite location.
- N. Employees are required to accurately record their time worked and leave hours in the time and attendance system.
- O. Telework and remote work employees will be provided with the necessary computer equipment to complete their work assignments. Provided that the items are on hand, remote work employees may request and receive permission to relocate government furnished items (such as sit/stand desks, chairs, docking station, two (2) computer monitors, keyboard, mouse, etc.) from the office worksite location to the remote employee's approved alternate worksite (typically the employee's residence). Unless specifically authorized and approved by RMA Management, telework and remote work employees will not be provided office equipment (e.g., printers, scanners, etc.)

Note: Remote employees are responsible to take reasonable care of any government furnished equipment and/or government furnished item(s) that they use in their approved alternate worksite. And upon leaving RMA and or upon termination of the remote work arrangement, remote employee must return the government furnished equipment and/or government furnished item(s) to the designated office worksite

location.

- P. Telework and remote work employees will be responsible for providing an appropriate workspace and furnishing at their alternate worksite location unless the employee has requested and received approval for some form of specialized equipment or furnishing through the reasonable accommodation process.
- Q. RMA will not be responsible for reimbursing telework and remote work employees for any costs that are associated with the employee using their home residence as a telework or remote work site (e.g., home Internet service, office equipment, maintenance, insurance, utilities, etc.). Telework and remote employees will pay any additional expenses associated with working at the alternate worksite.
- R. The Agency will provide telework or remote work employees with routine supplies and materials needed to complete their work assignments at their alternate worksite.
- S. With the Associate Administrator's concurrence, a limited amount of administrative leave may be granted to a remote work employee who is prevented from working due to emergency circumstances that are beyond the employee's control (such as an internet or power outage at their official worksite – usually the employee's residence) and as a result the employee does not have any work that can be completed and/or they cannot safely travel to an alternate worksite that will allow them to continue working.

This MOU will take effect upon Agency Head approval or on the thirty-first (31st) calendar day after execution, whichever comes first. This MOU will terminate and become null and void upon the expiration date of DR 4080-811-002 "Telework and Remote Work Programs" (effective November 22, 2021), or when superseded by the implementation of a new CBA, whichever comes first.

For the Agency:

For the Union:

Department of Commerce
Supplemental Documents

Department of Commerce
January 2024 Submission

(1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

- The Department’s headquarters employees perform approximately half their work hours in person each pay period, and the Department expects headquarters in-person work hours to average above 50% in the coming year. *Note: Since October 2023, the pay period average for in person work hours is ~47%, which is slightly depressed due to the volume of end-of-year leave logged; this rate excludes BEA, Census, and USPTO because an overwhelming majority of employees telework on a full-time basis either due to Suitland, MD facility construction (BEA and Census) or congressionally authorized telework programs (USPTO).*
- Since March 2022, the Department has operated with a baseline of at least six days expected in the office per pay period. The Department has a formal process for bureaus to request special considerations for additional telework flexibility. Requests must be limited and contain recruitment and retention related justifications, metrics, and information about longstanding work practices, including negotiated union commitments.
- In the next 6 weeks, the Deputy Secretary and senior leadership will assess the performance of current policies and special considerations (variations).

(2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

- Senior leadership will consider updates to the Department’s overarching Telework and Remote Work Plan, (published in December 2021, with additional guidance issued in April 2022).
 - In particular, the Deputy Secretary and senior leadership will reassess variation waivers for special considerations granted between April 2022 and December 2023. Continued approval for variations from the telework baseline described above will only be considered if the requesting bureau provides documented metrics to support the variation request and senior Department leadership assesses there to be a mission-critical need for approval. Metrics must demonstrate mission delivery risk when justifying exceptions relating to critical recruitment and retention issues, workspace availability concerns, or for telework practices that were established prior to the COVID-19 pandemic.
 - Senior leadership will continue to balance the criticality of meaningful in-person interactions with the need to consider mission-driven work arrangement flexibilities to recruit and retain: 1) in demand technical skillsets, such as those implementing landmark legislation; and 2) non-public facing administrative occupations where interagency competition is steep and other agencies sometimes exercise special compensation authority.
 - New requests for variances from the baseline guidance will be thoroughly reviewed and only issued if the criteria described above are met.

- The Deputy Secretary and Senior Leadership will continuously monitor compliance and implementation of current policies.
- Additionally, as part of comprehensive future space planning, the Department is modifying its main HQ building with five pilot alternative work environments to increase in-person collaboration opportunities. The new space will be functional by mid-2024.

(3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

- The Department will add a monthly review of implementation of telework policies to the Department Management Council, which consists of the senior career leadership in the Department and is led by the Deputy Secretary.
- The Department's senior leadership continues to monitor work environment policies and data, including via Deputy Secretary briefings. Managers are responsible for ensuring compliance with telework agreements and Department leadership are expected to communicate expectations for in-person work hours with bureaus and component offices.
- Every 3 months, the Department reminds all employee and supervisors of appropriate timecard coding practices to continue to increase the accuracy of data.
- In bi-weekly meetings of the Department's Performance Excellence Council, our performance and customer experience community continue to monitor existing mission delivery performance measures, including those reported via Performance.gov; additionally, these experts consider additional methods for tracking organizational health and organizational performance.

Department of Commerce
Telework Policy(s)

U.S. DEPARTMENT OF COMMERCE TELEWORK AND REMOTE WORK PLAN



December 2021

Supersedes:
August 2021

Approved by: **JESSICA** Digitally signed by
BENSEL JESSICA BENSEL
Date: 2021.12.16
11:01:14 -05'00'

Jessica SP Bensel
Director, Office of Human Resources Management and
Chief Human Capital Officer

Date: _____

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I. SCOPE

This telework and remote work policy applies to all Department of Commerce (DOC) employees except for those employed by the U.S. Patent and Trademark Office (USPTO) and the National Oceanic and Atmospheric Administration (NOAA) Commissioned Officer Corps (Title 5, United States Code (U.S.C.) §§ 2105 and 2101(1) and (3)).

II. PURPOSE

The policy provides broad DOC-wide policy guidance and direction for bureaus/operating units (OU) to use when designing, developing, and administering their specific telework and remote work implementation plan(s). The policy promotes: (1) recruiting and retaining the best possible workforce; (2) continuing operations during emergency conditions (such as in a pandemic); (3) reducing management costs related to employee turnover and absenteeism; (4) reducing real estate and transit costs; and (5) enhancing work/life balance by allowing employees to better manage their work and personal obligations.

III. COVERAGE

The policy covers the workplace flexibility arrangement of telework and remote work.

IV. EXCLUDED

Excluded from the policy is work performed while on temporary duty (TDY); mobile work, as defined in this policy; arrangements requested/approved through Department Administrative Order (DAO) 215-10, "[Reasonable Accommodation Policy](#)"; and work performed at an alternative location due to an evacuation order.

V. LABOR-MANAGEMENT RELATIONS

This policy is in effect when signed by the Director, Office of Human Resources Management and Chief Human Capital Officer (Director). The policy does not modify any telework past practice or collective bargaining agreement (CBA) between a bureau/OU and its union(s) consistent with Federal law or Government-wide rule or regulation. In bureaus/OUTs where a labor organization (union) represents employees, management is obligated to notify the union, and upon request, negotiate over impact and implementation (I&I) of the policy, as required by law.

VI. THE TELEWORK ENHANCEMENT ACT of 2010

On December 9, 2010, President Obama signed [Public Law 111-292, the Telework Enhancement Act \(Act\) of 2010](#). Telework is defined and authorized by the Telework Enhancement Act of 2010, which is now codified within 5 U.S.C. Chapter 65. The Act expands participation in telework and is a key factor in the Federal Government's ability to achieve greater flexibility in managing its workforce using telework. It requires agencies to establish a policy under which eligible employees may be authorized to telework; to determine the telework eligibility for all employees of the agency; and to notify all employees of their eligibility. The Act outlines three preconditions for participation: the employee (1) is deemed eligible, (2) is trained in telework, and (3) has an approved written telework agreement.

The Act makes a distinction between “eligibility” and “participation.” To participate, an employee must first be identified as eligible. An employee is assumed eligible under the Act unless: (1) they have been officially disciplined for being absent without permission for more than 5 days in any calendar year. The days do not have to be consecutive, just within the same year. The offense could have occurred at any time during their employment with the Federal Government. (See footnote 1 in Section VIII for definition of Officially Disciplined); (2) the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (see [5 U.S.C. §§ 6502\(a\)\(2\)\(A\) and \(B\)](#)); or (3) the employee's performance does not comply with the terms of the telework agreement between management and the employee (see [5 U.S.C. § 6502\(b\)\(3\)](#)).

An employee can meet the eligibility criteria in accordance with the Act, but the duties of their position may not be conducive or appropriate for teleworking. In such cases, the employee is not eligible to telework based upon the duties of their current position.

Note: Although remote work (as defined in the policy) is not considered to be telework within the meaning of the Act, the Department has determined that remote workers must meet the eligibility requirements for telework under the Act to work remotely.

VII. DEFINITIONS

Act of God – An act of God means an act of nature, including hurricanes, tornadoes, floods, wildfires, earthquakes, landslides, snowstorms, and avalanches ([Title 5, Code of Federal Regulations \(CFR\) § 630.1602](#)).

Approving Official – Designated by the head of each bureau/OU, the official authorized to approve individual telework agreements. In some cases, the approving official and the supervisor are the same person.

Alternative Worksite – Is generally considered an employee's approved telework site, or for a remote worker, the approved remote site (e.g. an employee's residence).

Domestic Employee Teleworking Overseas (DETO) – Overseas work arrangement where a Federal executive branch employee temporarily performs the work requirements and duties of their domestic Civil Service or Foreign Service (FS) position from an approved overseas location via a DETO Agreement. Employees have no authorization to telework from a foreign location without an approved DETO Agreement. DETO agreements are not needed for U.S. territories or possessions; however, the employee’s locality pay changes.

Eligible to Telework – All employees are considered eligible to telework, unless: (1) the employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year (5 U.S.C. § 6502(a)(2)(A)) (there are no exceptions); (2) the employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (5 U.S.C. § 6502(a)(2)(B)) (there are no exceptions); or (3) the employee’s performance does not comply with the terms of the telework agreement between the supervisor and the employee (5 U.S.C. § 6502(b)(3)).

ERG Member – Emergency Relocation Group member. A person (including alternates) who may be required to work during a Continuity of Operations (COOP) exercise or activation where they may report to an alternative site, or may be required to perform duties through telework, in order to perform agency essential function or other COOP required function(s).

Essential Functions – Functions that enable the Federal Government to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.

Evacuation Order – An agency may order one or more employees to evacuate their worksite and work from their homes (or alternative location mutually agreeable to the agency and employee) during a pandemic health crisis without regard to whether the agency and employee have a telework agreement in place when the order to evacuate is issued ([Title 5, CFR § 550.409\(a\)](#)). Under these circumstances, an agency may designate the employee’s home (or alternative location mutually agreeable to the agency and employee) as a safe haven, and provide evacuation payments to the employee. An agency must compute the evacuation payments, and determine the time period during which such payments will be made ([Title 5, CFR § 550.404](#)). An evacuated employee at a safe haven may be assigned to perform any work considered necessary or required to be performed during the evacuation period without regard to the employee’s grade/band, level, or title. The employee must have the necessary knowledge and skills to perform the assigned work. Failure or refusal to perform assigned work can be a basis for terminating evacuation payments, and disciplinary action. An evacuation order can be issued for up to 180 days and reissued if the situation still warrants one.

Hoteling – A telework arrangement in which employees are not assigned permanent space in their designated traditional worksite, but share offices and conference space as necessary when working at the traditional worksite. Such space is assigned by reservation, much like a hotel. Bureaus/OUs should consider using hoteling or other office sharing arrangement for employees who telework 4 days a week or more in a pay period.

Mobile Worker – An employee who, by the nature of their duties, do not have a designated traditional physical worksite, and typically use their home as their duty station. Due to the nature of their work, they **are not** considered telework-ready employees.

Note: This is different from ‘hoteling’ arrangements, in which frequent teleworkers use shared space when they are working at their designated traditional worksite.

Official Duty Station (aka Official Worksite) – It is the bureau/OU worksite for most employees, including a teleworker. For a remote worker, the official worksite is the alternative worksite to which the bureau/OU and the employee agreed (e.g. the employee’s residence). The official worksite is generally the location of the employee’s duty station as documented on an employee’s Standard Form (SF) 50, Notice of Personnel Action. The location of an employee’s position of record where the employee regularly performs their duties.

If the employee’s work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee’s position of record are based. An employee’s official duty station determines the appropriate locality pay area for pay purposes for General Schedule or equivalent employees. It also impacts other expenses such as relocation and travel expenses under the Federal Travel Regulations (FTR), as well as local travel expenses.

Official Time – As defined in and authorized by [Title 5, United States Code \(U.S.C.\) § 7131](#).

Operating Status Announcements – Are generally issued when weather or other emergency conditions prevent Federal employees from safely traveling to or safely performing work at an approved work location ([5 U.S.C. 6329c\(b\)](#)). The inability to safely travel to an approved work location may result in “closure” of a Federal office (i.e., closed to the public and non-emergency employees) for the full day or authorization of a delayed arrival. Authorization of early departure may be based on unsafe conditions at the work location or unsafe travel conditions affecting travel from the work location, both of which make it unsafe for the employee to continue to perform work at the location. Depending on the conditions that affect a workday, the various operating status announcements have different procedures and application to an employee’s workday.

Regular/Recurring Telework – Telework occurs as part of an ongoing regular schedule such that the employee typically teleworks on the same day(s) and works at the traditional worksite on the other days during each biweekly pay period. Employees must receive supervisor/manager approval for the schedule (and any modifications to it), but do not need to obtain additional separate approval for each day they telework.

Remote Worker – An alternative work arrangement by which an employee is scheduled to perform the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite (e.g., home, other alternative location) other than the employee’s traditional worksite, either within or outside of the locality pay area of the traditional worksite and does NOT physically report to the traditional worksite twice each bi-weekly pay period on a regular/recurring basis. The employee’s official duty station must be changed to the alternative worksite for pay purposes, relocation expenses, travel expenses, etc., and must be documented on

the employee's SF-50, Notification of Personnel Action, even if the alternative worksite is within the same locality pay area as the traditional worksite.

Note: All remote work outside the U.S. requires approval from the Department of State, Chief of Mission. See "DETO" definition.

Situational Telework – Approved telework performed on an occasional, one-time, or irregular basis. An employee may be approved to telework on a situational basis (not regular/recurring), but must have successfully completed the required DOC telework training or approved bureau/OU specific training via the [Commerce Learning Center \(CLC\)](#) or other system capable of tracking when employees have successfully completed the course. An employee must have a telework agreement in place before participating. "Unscheduled telework" is a specific form of situational telework. (See "Unscheduled Telework" definition)

Telework – Official definition in 5 U.S.C. § 6501(3), "The term 'telework' or 'teleworking' refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work." The employee must be scheduled to physically report to the bureau/OU traditional worksite at least twice each bi-weekly pay period on a regular/recurring basis. The employee must physically report to the traditional worksite unless excused by their supervisor for legitimate reasons (e.g., approved leave, meeting at an offsite location). The duty station of the employee remains the duty station of the traditional worksite.

Telework Agreement – A signed written agreement between the employee and their supervisor/manager which provides the terms of the telework arrangement and contains the requirements under Section XIII of this policy.

Telework Eligible Position – A position is an eligible position unless the official duties require on a daily basis (every workday) the direct handling of secure materials determined to be inappropriate for telework by the head of the bureau/OU; **or** the employee performs on-site activities that cannot be performed at an alternative worksite.

Telework-Ready Employee – An employee who occupies a telework-eligible position and has completed the required telework training; has a signed individual telework agreement; and has the necessary equipment, etc. at the alternative worksite to perform the duties and responsibilities of their position during their period of telework. This includes employees under a regular/recurring agreement and those under a situational agreement.

Temporary Duty (TDY) Location – A place, away from an employees' official duty station, where the employee is authorized to travel.

Traditional Worksite (aka agency worksite, regular worksite) – The official bureau/OU physical location where work activities are based, generally considered a centralized location of an employee's assigned organization. This is the physical location where the employee would work absent a telework or remote work arrangement.

Traditional Workers – Individuals who do not have a voluntary telework agreement and perform the duties and responsibilities of their position at the traditional worksite.

Unscheduled Telework – Is a form of “situational” telework in which eligible telework-ready employees may telework when an operating status announcement includes “unscheduled telework.” Employees must follow their bureau/operating unit’s policies and procedures (including required notification of the employee's supervisor) and subject to any applicable collective bargaining requirements (as consistent with law).

VIII. POLICY

The DOC recognizes that a well-managed, widely used telework program has the potential to lead to benefits such as: (1) improved marketability (as a more competitive and inclusive employer); (2) reduced commuting time (that can contribute to an improved quality of work/life balance); (3) cost savings (in areas such as recruitment and retention of employees); and (4) an improved Continuity of Operations Plan (COOP). The DOC supports and encourages telework as a major element in its efforts to reduce its facility space requirements, thereby reducing its energy consumption, greenhouse gas emissions, surface ozone, rent, and other operating costs.

The DOC telework policy allows for remote work, but emphasizes it is not an employee’s right to remote work even if the duties/responsibilities of their position are conducive for this type of arrangement. Supervisors/managers need to consider equity in the office, bureau/OU, and the DOC as a whole. Supervisors/managers need to consider the current and future financial impact of a different locality pay area on pay, possible relocation expenses under the FTR if the remote work arrangement is not successful, and travel expenses under FTR when a remote worker is required to report to the traditional worksite to attend meetings, team-building sessions, conferences, etc.

Close and ongoing communications between employees and management in all aspects of telework/remote work are essential for a successful work arrangement. The policy acknowledges that the employees and management are equally responsible for contributing to the success of the specific telework/remote work agreement.

The policy gives bureaus/OUTs maximum flexibility to support telework on a day-to-day basis and in periods where the traditional worksite is unavailable or less available to part of the workforce. The policy allows for remote work, but cautions supervisors/managers on approving it solely on the portability of the duties and responsibilities of the position. Decisions must be made holistically, considering equity among employees, economic impact to the traditional worksite area, and current and future financial obligations and risks.

A. General Policy

Participation in telework and remote work is open to all eligible employees without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, parental status, military service, or other non-merit factors.

It is DOC policy to allow eligible employees to work at alternative worksites (i.e., home, or other approved location) in lieu of their traditional worksite during an agreed upon regular/recurring time of their regular tour of duty, or on a situational basis, if the employee's duties are conducive for teleworking/remote working, and the employee has an approved telework/remote work agreement in place. Supervisors/managers are encouraged to support telework for eligible employees of at least 4 days each biweekly pay period.

Employees who telework must physically report to the traditional worksite on a regular/recurring basis at least twice each biweekly pay period to maintain the duty station of the traditional worksite for pay purposes etc., even if their alternative worksite is within the locality pay area of the traditional worksite.

To carry out this policy to the maximum extent, the bureaus/OUs must establish a Telework Implementation Plan (Plan) consistent with this policy, and have the option to include remote work. The plan must be filed with the Office of Human Resources Management (OHRM). If a bureau/OU Plan is not filed, the bureau/OU will be considered as operating under the DOC Telework and Remote Work Plan.

An employee's decision to telework or remote work is voluntary unless it is a condition of employment (i.e., the employee is designated as an "emergency employee"), or is required to perform an agency essential function or other required function(s) as part of a COOP team, or is issued an evacuation order. In these instances, an employee may be required to work at home or at another approved alternative worksite.

B. Types of Telework

There are two types of telework: (1) routine telework in which telework occurs as part of an ongoing, regular schedule; and (2) situational telework that is approved on a case-by-case basis, where the hours worked are not part of a previously approved regular/recurring telework schedule. This situational telework includes "unscheduled telework" in which DOC office(s) are open but under an "Unscheduled Telework" operating status announcement by the Office of Personnel Management (OPM) or other appropriate authority.

Teleworkers must be scheduled to physically report to the traditional worksite on a regular/recurring basis at least twice each biweekly pay period regardless of whether their alternative worksite is within or not within the locality pay area. The employee must physically report to the traditional worksite unless excused by their supervisor for legitimate reasons (e.g., approved leave, meeting at an offsite location).

C. Eligibility

All DOC employees (except USPTO and NOAA Commissioned Officer Corps) who meet the definition of "employee" as defined in [5 U.S.C. § 2105](#) are covered by the policy, in accordance with the Act.

Exceptions. Employees who occupy positions for which telework/remote work is permitted may telework/remote work under this policy, unless they fall within the following categories:

1. The employee has been officially disciplined¹ for being absent without permission for more than 5 days in any calendar year. The days do not have to be consecutive, just within the same year. The offense could have occurred at any time during an employee's employment with the Federal Government.
2. The employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties² (see 5 U.S.C. §§ 6502(a)(2)(A) and (B));
3. The performance of the employee does not comply with the terms of the telework/remote work agreement between the supervisor and that employee³ (5 U.S.C. § 6502(b)(3)).

Precluded Due to the Nature of Work of the Position. While employees may be eligible because they meet the above requirements, they may be precluded from teleworking/remote working if the official duties of the position require on a daily basis (i.e., every workday):

1. Direct handling of secure materials determined to be inappropriate for telework by the agency head.
2. On-site activity that cannot be handled at an alternative worksite; or
3. Being a mobile worker (not eligible for telework due to the nature of their work).

D. Teleworking/Remote Working and Care for Elders, Children, or Other Dependents

If the elders, children, or other dependents residing with a teleworking/remote working employee can care for themselves for part of the workday, then their presence at the alternative worksite would not interfere with the employee performing their duties and responsibilities.

Teleworking/remote working employees who are responsible for caring for dependents at their home or other alternative worksite should coordinate with their supervisors to establish flexible schedules, to request appropriate leave, or to otherwise account for time spent engaging in dependent care.

¹ Definition of Officially Disciplined – A disciplinary action resulting in placement of a document in an employee's Official Personnel Folder (OPF); the ban on telework participation remains in effect as long as the document stays in an employee's OPF. A suspension or termination related to the items mentioned in PL 111-292 resulting in a document (SF-50) that permanently remains in the OPF would result in a permanent ban in telework participation.

² There are no exceptions for VIII.C.a.1 or VIII.C.a.2., above.

³ The length of this prohibition is up to the approving official.

E. Teleworkers, Remote Workers, Traditional Workers Are Treated the Same for Certain Purposes

1. Periodic appraisals of job performance of employees.
2. Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.
3. Work requirements; and
4. Other acts involving managerial discretion.

F. Performance Standards

Performance standards for telework-ready employees and remote workers must be the same as performance standards for traditional work employees. Expectations for performance should be clearly addressed in each employee's performance plan, and the performance plan should be reviewed to ensure the standards do not create inequities or inconsistencies between telework-ready/remote workers and traditional work employees. All employees are held accountable for the results they produce.

G. Performance of Teleworkers/Remote Workers

An employee will not be authorized to telework if their performance does not comply with the terms of the telework agreement (5 U.S.C. § 6502(b)(3)). While remote work is not specifically covered under 5 U.S.C. § 6502(b)(3), it is the policy of the Department that employees will not be authorized to remote work if their performance does not comply with the terms of their remote work agreement.

H. Remote Work

Remote work is not an entitlement, even if the duties of the position are conducive to this type of arrangement. These employees have received approval from their bureau/OU to perform the duties of their position at an alternative worksite (i.e., their home) 100 percent of the time without a requirement to physically report to the traditional worksite at least twice each bi-weekly pay period on a regular/recurring basis each pay period. The alternative worksite location becomes their official duty station for locality pay purposes, travel expenses, relocation expenses, etc., and must be documented on the employee's SF-50, Notification of Personnel Action, even if the alternative worksite is within the locality pay area of the traditional worksite.

1. Approval Process. Bureaus/OU have authority to determine the review and approval process. However, it is recommended that policies make clear the criteria by which remote work arrangements will be evaluated and approved/disapproved to avoid claims of favoritism or unfair or inequitable practices. In the absence of a bureau/OU remote work policy, the bureau/OU must have the approving official be no lower than the first level senior executive service employee in the employee's chain of command.

It is recommended that bureau/OUTs consult with the Office of General Counsel (OGC) regarding remote work agreements when the alternative worksite is outside of

the local commuting area of the traditional worksite, to ensure proper language is contained in the agreement to protect the Department if there is a need to terminate the remote work agreement.

Below are some items to consider in the review process:

- What is the percentage of the workforce that can reasonably work remotely without impact to mission or customer service?
- How will a remote work arrangement benefit the employee, the team, the organization, and the manager?
- How will remote workers communicate work progress on an ongoing basis to their supervisor, team members and other stakeholders?
- Are there work processes that need to be revised to incorporate remote work arrangements effectively?
- How will remote workers continue to access the resources they need to do their job?
- What support will employees need to meet job expectations in a remote work environment?
- How will managers interact with remote employees to ascertain whether employees are accomplishing their work at an acceptable level?
- What is the potential impact of the organization's physical footprint and plans for accommodating long-term fluctuations in the numbers of remote workers?
- What are the budgetary implications of a potential change of locality pay (i.e., locality payments, special rate supplements, and non-foreign area cost-of-living allowances)?
- What is the frequency with which remote workers will be required to visit the traditional worksite, and what are the budgetary implications of the associated travel costs (travel expenses under the Federal Travel Regulation (FTR) for employees working outside of the locality pay area, as well as reimbursement for local travel for employees working within the locality pay area but 50 miles or more away from the traditional worksite)?
Note: OPM recommends bringing remote workers into the traditional worksite at least biannually in order to build camaraderie, commitment to the mission, and productive communication among employees.
- What is the plan for accommodating remote workers with on-site workstations on those occasions when they are required to visit the traditional worksite;
- What are the budgetary (and associated mission-impacting) implications of potentially having to pay an employee's relocation expenses should management terminate the remote work arrangement?
- What is the proximity and access to a sensitive compartmented information facility (SCIF), as applicable?
- What is the proximity to an approved drug testing facility, as applicable?

2. Changing the Alternative Worksite. Remote workers may not change their alternative worksite without prior approval from their supervisor/manager. A change in worksite could require a change of duty station, which is a personnel action,

requiring supervisory approval and documentation. An employee cannot independently change their duty station or enter into a remote work status simply by moving out of the local commuting area.

3. Providing Equipment. If the Job Opportunity Announcement (JOA) specified that the work would be performed remotely, then the bureau/OU must provide the employee with the equipment needed to effectively perform the duties of the position. If the bureau/OU is permitting remote work at the employee's request, the bureau/OU has the latitude to decide what equipment to offer; and it should be documented in the agreement.
4. Relocation Expenses. While the bureau/OU is generally not required to cover relocation expenses for employee-driven requests to work remotely on a full-time basis, relocation reimbursement **may apply** if the bureau/OU chooses to relocate the employee back to the traditional worksite. Responsibility for relocation expenses should be covered in the remote agreement, especially if the arrangement was initiated at the employee's request. It is recommended that the bureau/OU consult with the OGC about the payment of relocation expenses and the responsibility thereof, when the remote work agreement is terminated
5. Severance Pay. Remote work agreements should address severance pay. If a separated employee otherwise meets the conditions for severance pay eligibility in [5 CFR § 550.704](#), they may be entitled to severance pay as computed under [5 CFR § 550.707](#) unless the bureau/OU and employee enter into a written agreement in advance that provides otherwise. When a remote work arrangement is initiated at the request of an employee for personal reasons, it is recommended that the bureau/OU consult with the OGC regarding severance pay language in the agreement.
6. Travel/Relocation (General Services Administration). Remote work agreements should address travel/relocation expenses. Federal Travel/Relocation policies and regulations fall under the purview of the General Services Administration. Bureaus/OUTs must be aware that remote workers may be entitled to receive travel and relocation benefits under the Federal Travel Regulation (FTR), [CFR 41, Chapters 300-304](#), depending on their location. Local travel costs, are not under the authority of the FTR and are provided under DOC Travel Policy.

When remote work is initiated at the employee's request to accommodate their personal circumstances it is recommended that the bureau/OU consult with the OGC about the payment of relocation expenses and the responsibility thereof, when the remote work agreement is terminated.

The FTR defines official station as:

Official station—An area defined by the agency that includes the location where the employee regularly performs their duties or an invitational traveler's home or regular place of business (see §301-1.2). The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no

part of the area is more than 50 miles from where the employee regularly performs their duties or from an invitational traveler's home or regular place of business. If the employee's work involves recurring travel or varies on a recurring basis, the location where the work activities of the employee's position of record are based is considered the regular place of work.

7. Compensatory Time Off for Travel. Remote work agreements should address compensatory time off for travel. Employees who are officially ordered to travel away from their official worksite may be afforded compensatory time off for travel, in accordance with applicable law and regulations, based upon the approved travel itinerary.
8. Coding Time & Attendance (T&A). Remote work is not telework; therefore, is not coded as telework on a T&A record.

I. Domestic Employees Teleworking Overseas

On June 7, 2016, the Department of State (DOS) distributed an Executive Secretary Memorandum, "Requirements for Executive Branch Employees Teleworking in Foreign Locations," known as a DETO (Domestic Employee Teleworking Overseas) Agreement. Specifically, unless exempted by Presidential directive or legislation, Executive Branch Federal employees conducting official U.S. Government business in foreign countries are subject to the DOS's Chief of Mission authority, and their presence at an overseas post must be preapproved from the Chief of Mission. Employees have no authorization to work from a foreign location without an approved DETO Agreement and Official Chief of Mission approval. DETO agreements are not needed for U.S. territories and possessions; however, the employee's locality pay changes.

There are two types of DETOs: 1) Sponsored DETO – when a DOC employee is on U.S. Government orders of a spouse or partner; 2) Individual DETO – when a DOC employee is NOT on a U.S. Government order of a spouse or partner.

It is DOC policy that **only Sponsored DETO Agreements** will be considered, and the DETO must not incur any additional costs to the bureau/OU than it would otherwise cost for the employee to work at their normal location. Individual DETOs are not authorized. Before submitting a request for a Sponsored DETO to the DOS, the request must be approved by the Office of the Chief Information Officer (OCIO), the Office of Security (OSY), Employment and Labor Law Division/Office of the General Counsel, and OHRM.

Once DOC approvals are provided, the Head of the Bureau/OU must submit a request to the Director, requesting the DETO be submitted to the DOS for approval, along with the DOC approvals, the signed DETO Agreement, and the employee's position description or statement of duties. OHRM will draft a memo to the Executive Director of the DOS Regional Bureau. Upon approval of the Executive Director of the DOS Regional Bureau, the DOS will send the request to the Chief of Mission. Only after Chief of Mission approval, the employee submits a request through either the NSDD38 electronic system (for DETOs of 1 year or more), or through the e-country clearance system (for DETOs of less than 1 year).

The overseas duty station (overseas alternative worksite) must be documented on their SF-50, Notification of Personnel Action. Locality pay is only for the lower 48 states and Washington, D.C., plus Alaska, Hawaii, and the U.S. territories and possessions. DETO employees are not eligible for locality pay; they receive their appropriate GS/equivalent base pay. They are also not eligible for danger pay, or any other pay entitlements that a non-DETO employee would receive if assigned to the same overseas area.

The Department of State's policy that can be used as a guide is 3 Foreign Affairs Manual (FAM) 2370.

J. Pay and Leave

1. Locality Pay. An employee's locality rate of pay is based on the employee's official duty station (aka official worksite) and is determined in accordance with [5 CFR § 531.604\(b\)](#). The bureau/OU must determine and designate the official duty station for an employee covered by a telework or remote work agreement using the criteria in VIII. N., below.
2. Premium Pay. The same premium pay rules apply to employees when they telework and remote work as when they work at the traditional worksite.

Telework-ready and remote work employees who perform work while under an Operating Status of *closed*, *delayed arrival*, *early departure*, etc. are not entitled to receive overtime pay, credit hours, or compensatory time off in lieu of overtime payment for performing work during their regularly scheduled hours.

3. Leave. The same leave regulations apply to employees when they telework and remote work as when they work at the traditional worksite. Employees must follow the same procedures as traditional work employees for requesting and obtaining leave approval, in compliance with their office procedures, or the terms of an applicable CBA.

K. Weather and Safety Leave

OPM's weather and safety leave regulations, implementing the provision of [5 U.S.C. § 6329c](#), the Administrative Leave Act of 2016, section (b), "Leave for Weather and Safety Issues," states that all telework program participants will be ineligible for weather and safety leave when a closure is announced except in rare circumstances when one of the exceptions under [5 CFR § 630.1605\(a\)\(2\)](#) is applicable. Since the rationale for teleworkers is the same for remote workers the following applies:

1. Bureaus/OUs cannot provide weather and safety leave to a telework-ready or a remote worker who is able to continue working safely at an approved alternative worksite during severe weather or other emergency situations. Generally, telework-ready and remote work employees will not receive weather and safety leave, since they are not usually prevented from performing work at an approved location due to a weather or other safety-related emergency.

2. Written agreements must indicate, in accordance with bureau/OU policy and any applicable CBAs, that telework-ready and remote work employees are required to work from their alternative worksite, if their alternative worksite is their home, when their traditional worksite is closed by other than Federal law/Executive order. Telework-ready and remote work employees must follow their written agreements.
3. On a case-by-case basis, the supervisor should excuse a telework-ready or remote work employee from duty without charge to paid personal leave or loss of pay during an emergency, if the employee is prevented from working when: (1) the emergency adversely affects the alternative worksite (e.g., disruption of electricity, or network connection problems that prevent telework); or (2) the telework-ready or remote work employee's duties are such that they cannot continue to work without contact with individuals at the traditional worksite, and those individuals are not present.
4. If the telework-ready or remote work employee faces a personal reason that prevents them from working successfully at the alternative worksite, the employee may request the appropriate leave (annual, sick, compensatory, credit hours, compensatory time for travel). The employee also may request to change their alternative work schedule, if applicable.
5. Systems are to be in place to support telework/remote work in an emergency, including a communication process to notify COOP personnel, emergency, and non-emergency employees of the activation of the bureau/OU's emergency plan, and the bureau/OU's "operating status" during the emergency.
6. As with traditional worksite employees, telework and remote work employees may not receive weather and safety leave for hours during which they are on other preapproved leave (paid or unpaid) or paid time off ([5 CFR 630.1606\(c\)](#)).

L. Operating Status Announcement and Telework/Remote Work

In the Washington, D.C. area, OPM-issued operating status announcements apply to employees working in all executive agencies with offices located inside the Washington Capital Beltway. Employees working in offices located outside of the Washington Capital Beltway must follow the operating status announcements issued by their bureau/OU. While Federal Executive Boards (FEBs) do not cover the entire United States, FEBs are currently located in 28 metropolitan areas that are major centers of Federal activity. In these areas, the FEB provides up-to-date, accurate, and consistent information so Federal field office heads can make informed decisions on operating status announcements for their employees in those areas.

1. Unscheduled Telework. This type of telework allows telework-ready employees to work from home or at an approved alternative location upon notification to their supervisor in accordance with the terms of the written agreement, and/or applicable CBA.

2. Federal/DOC Offices Are Closed. Telework-ready employees working from home must work when Federal/DOC offices in their local commuting area are closed (other than for Federal holidays or holidays declared by Executive order), even if it is not the employee's regularly scheduled telework day. Telework-ready also includes employees under a situational telework agreement. However, on a case-by-case basis, weather and safety leave may be provided if the employee is unable to continue working. (See Section VIII.K.3 above.)
3. Early Dismissal/Delayed Arrival. Teleworkers working from their homes, are not dismissed from duty for any part of the workday. However, on a case-by-case basis, supervisors may grant weather and safety leave for all or part of the day if the employee is unable to continue working. (See Section VIII.K.3 above.)

Note: Remote workers must work from their alternative worksite during any of the above operating announcements, unless their duties are such that they cannot continue to work without contact with individuals at the traditional worksite, and those individuals are not present. Remote workers must discuss other possible work duties with their supervisors and receive approval for weather and safety leave.

M. Emergency at the Alternative Worksite

When an emergency affects only the alternative worksite for a major portion of the workday, the telework-ready employee may be expected to report to the traditional worksite, or to another approved alternative worksite, or request approval of paid personal leave, as applicable (i.e., annual, compensatory time, compensatory time off for travel, credit hours, etc.). However, on a case-by-case basis, the supervisor may grant an appropriate form of excused absence if the employee is unable to continue working. (See Section VIII.K.3.) The supervisor may also grant an appropriate form of excused absence if the remote worker is unable to continue working.

N. The Official Duty Station

The location of an employee's position of record where the employee regularly performs their duties. If the employee's work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as approved by their supervisor/manager. An employee's official duty station determines the appropriate locality pay area for pay purposes for General Schedule or equivalent employees ([Title 5, CFR § 531.605](#)). It also impacts other expenses such as relocation and travel expenses under the FTR.

1. Documentation. The official duty station must be documented on the employee's SF-50, Notification of Personnel Action.
2. Temporary Details. There is no change to the official duty station for employees temporarily detailed to a position in a different location without a change in the permanent position of record. They maintain the locality pay area of the permanent

position of record. For additional information on official duty stations, please see http://www.opm.gov/oca/pay/html/Official_Duty_Station.asp.

O. Determining the Official Duty Station

The official duty station is the location of the traditional worksite as long as the employee is scheduled to physically report to the bureau/OU traditional worksite at least **twice each biweekly pay period** on a regular/recurring basis. The employee must physically report to the traditional worksite unless excused by their supervisor for legitimate reasons (e.g., approved leave, meeting at an offsite location).

1. The official duty station is the alternative worksite (i.e., home or other alternative worksite) if the employee does NOT meet the requirement above and report at least twice each biweekly pay period on a regular/recurring basis to the traditional worksite, unless excused by their supervisor for a legitimate reason. This is true even if the alternative worksite is within the same locality pay area.

When an employee does not meet the requirement above and report to the traditional worksite at least twice each biweekly pay period on a regular/recurring basis, unless excused by their supervisor for a legitimate reason, the employee is not a teleworker, they are a remote worker.

2. In the case of an employee whose work location varies on a recurring basis, the employee does not need to report at least twice each bi-weekly pay period at the traditional worksite as long as the employee is regularly performing work within the locality pay area for the traditional worksite.

Note: Employees occupying Senior Executive Service (SES) positions, Senior Level (SL) positions, and Scientific or Professional (ST) positions do not receive locality pay. Therefore, there are no pay implications if these employees work the entire 80 hours of the pay period in a different locality pay area than their official duty station. They continue to receive the same pay.

P. Exception to a Change in the Duty Station Rule for a Temporary Situation

In certain temporary situations, a bureau/OU may continue to designate the location of the traditional worksite as the official duty station of a teleworker, even though the employee is not able to report to the traditional worksite at least twice each biweekly pay period on a regular/recurring basis.

Note: The fact that an employee may receive lesser pay or benefits if the official duty station is changed to the temporary worksite location is not a basis or justification for using this exception.

The intent of this exception is to address temporary situations in which an employee is expected to return to their regular worksite when the temporary situation or agreed upon time period has concluded.

In making these determinations, supervisors/managers need to consider pay equity between the employee receiving this exception and other employees who are working in the same locality pay area as either their traditional worksite location or their permanent alternative worksite location. The temporary exception should generally be used only in cases where: (1) the employee is expected to return to their regular worksite (i.e. telework location, remote work location, traditional worksite) in the near future, or (2) the employee is expected to continue working at the temporary worksite but will be able to report to the regular worksite at least twice each biweekly pay period on a regular/recurring basis in the near future. Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition;
- Emergencies that prevent an employee from regularly commuting to the traditional worksite or working at their alternative worksite, such as in a severe weather emergency or a pandemic health crisis. (For instance, in the aftermath of a hurricane or flood, an employee may be forced to temporarily relocate, making commuting to the regular worksite twice each biweekly pay period on a regular/recurring basis not possible. If the employing bureau/OU sets up telework arrangements for the employee, a temporary exception to the twice-a-pay-period requirement would be appropriate.);
- An extended period of approved absence from work (e.g., paid leave);
- A period in which the employee is in TDY status away from their regular worksite; or
- A period during which the employee is temporarily detailed to work at a location other than their regular worksite.

Q. Establishing the Work Schedule

Work schedules identify the days and times an employee will work while teleworking or remote working in the same manner as identified for working at the traditional worksite. Normally, telework and remote work schedules parallel those at the traditional worksite; however, they can differ to meet the needs of the organization and participating employees' needs. Work schedules may also include fixed times during the day for supervisor–employee telephone conversations, team meetings, etc. that may be helpful to ensure ongoing communication, and should be similar to the basic level of interaction with those at the traditional worksite. For additional information on hours of duty, please visit DOC's "[Alternative work schedules](#)."

IX. THE BUREAU/OPERATING UNIT TELEWORK IMPLEMENTATION PLAN

Prior to implementing a bureau/OU telework program, the bureau/OU must submit a Telework Implementation Plan (Plan) to OHRM for compliance review/approval. If a bureau/OU Plan is not filed, the bureau/OU will be considered as operating under this DOC Telework and Remote Work Plan.

Each bureau/OU Plan must:

1. Indicate that the Telework Assessment Tool (See Appendix A) is a tool for use by the appropriate management official and the employee in helping to determine the appropriateness of the employee teleworking. It should be provided to employees prior

to their submission of a request to telework.

2. Indicate that the duration of the written agreement is to be established by the employee and the approving official. The agreement must include the duration of the individual telework agreement.
3. Encourage supervisors/managers to permit telework-ready employees to telework on a regular/recurring and/or situational basis for at least 4 days per biweekly pay period. Each situation must be evaluated on the unique facts of the situation.
4. Indicate procedures for notifying each employee of their eligibility or ineligibility to telework. All employees are assumed eligible to telework unless they fall under one of the three statutory bars to telework or are determined to be precluded from teleworking due to the nature of their position. Such determinations must be made position-by-position, based on the duties of the position and the needs of the service.
5. Advise employees that agreeing to an individual telework agreement is voluntary unless telework is a condition of employment (emergency or COOP designation). Note: There are situations when an employee without a telework agreement may be required to work from an alternative worksite (e.g., home) such as under evacuation orders⁴. This is not considered telework under the terms of this policy. Under an evacuation order, the employee may be required to do any work for which the employee is qualified.
6. Require the agreement to provide that an employee may not be authorized to telework if their performance does not comply with the terms of the agreement between the approving official and themselves.
7. Require the agreement to stipulate that the employee must be performing at the Fully Successful (or equivalent) level or better to telework. This can be assumed to be true for employees without a DOC rating of record; however, once they receive a rating of record, the Fully Successful or equivalent level or better must be met to continue teleworking.
8. Advise telework-ready employees they are required to work when their traditional worksite is closed for reasons other than a Federal holiday or Executive order, even if it is not their regular telework day.
9. Establish policies for addressing requests from employees to become remote workers, and governing the conditions of that arrangement.
10. Establish a communications process to notify employees designated as COOP emergency relocation group (ERG) members or “emergency” personnel about telework flexibilities.
11. Establish and include a process for approving telework or remote work arrangements (e.g., applications, approval levels, timelines for approval/denial, training requirements,

⁴ See Section VII, Definitions, “Evacuation Order.”

and written agreements).

12. Identify process for changing/modifying telework arrangements (schedules or locations).
13. Require the employee to successfully complete the required training prior to approval of their written agreement.
14. Bureaus/OUTs may use Telework Fundamentals for Managers and/or Fundamentals for Employees as the required training. Bureaus/OUTs may also develop their own interactive telework training programs consistent with Department policy. The programs must permit the tracking of all students who take the course by showing when the course was taken, the name of the student, and the date of successful completion. Although prior clearance and approval are not required, the bureau/OU **must** submit the program to OHRM for oversight purposes.
15. Require an employee wishing to telework to sign an agreement that includes all the mandatory requirements listed in XIII.A and any other conditions agreed to by the supervisor and employee, or consistent with the terms of an applicable CBA. Describe the process for obtaining authorization and the level of authorization required for the expenditure of funds to cover expenses associated with approved telework arrangements.
16. State that telework-ready and remote work employees will receive the same treatment and opportunities as traditional work employees (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.).
17. Require that all hours teleworked be recorded under the appropriate telework category each pay period in the designated T&A system.
18. Include a process for providing orientation and training for new telework-ready employees and their supervisors regarding policy, bureau/OU specific programs, and their responsibilities.
19. Specify how to contact the bureau/OU telework coordinator.
20. Include language indicating that all employees designated as “emergency” or with COOP responsibility, must have an approved individual telework agreement.
21. Include bureau/OU information technology (IT) and cybersecurity guidelines.
22. Establish procedures for administering and evaluating the telework program.

X. ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES

It is important to distinguish between ordinary requests to telework and requests from persons with disabilities for reasonable accommodation. Approving officials/supervisors should consult [DAO 215-10, “Reasonable Accommodation Policy,”](#) and the Disability Program Manager as

part of the interactive process established by the Rehabilitation Act, in order to fully understand supervisors' responsibilities under the law.

As governed by Section 501 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et. seq., the Rehabilitation Act and [DAO 215-10](#), the determination as to whether an employee may be granted telework as a reasonable accommodation due to a disability should be made through the Reasonable Accommodation Coordinator, the employee's first-line supervisor, and the employee.

XI. MANDATORY TELEWORK TRAINING

A. Approving Officials Complete Telework Training

All approving officials must successfully complete the appropriate DOC-approved training programs prior to approving a written telework agreement.

B. Employees Complete Telework Training

All employees who want to telework must successfully complete the appropriate DOC-approved training before approval of their written agreement. Upon successful completion of the training, the employee must provide proof of successful completion of the course to their approving official.

C. Employees Complete Security Training

All employees are required to complete all mandatory IT security training, including the annual training.

XII. PREPARING FOR THE INDIVIDUAL TELEWORK/REMOTE WORK AGREEMENT

The following actions are to be taken when establishing a written agreement:

A. Employee Submits a Completed Telework/Remote Work Agreement

The interested employee submits a completed telework/remote agreement and telework safety checklist in accordance with their bureau/OU policy or the terms of an applicable CBA. (See Appendix B, "Telework Request/Agreement," Appendix C, "Remote Work Agreement," for a sample templates, and Appendix D, "Safety Checklist (telework and remote work)."

B. Employee and Supervisor Discuss Proposed Telework/Remote Agreement

The employee and supervisor/manager discuss the proposed agreement and communications (phone calls, emails, virtual meetings, etc.) between the employee and supervisor/manager.

Supervisors may utilize Appendix E, “Telework Agreement – Supervisor Checklist,” and Appendix F, “Remote Worker Agreement – Supervisor Checklist.”

XIII. INDIVIDUAL TELEWORK AGREEMENTS⁵

The written agreement provides the framework for the discussion that needs to take place between the employee and the supervisor/manager before the employee signs the agreement.

A. Mandatory Requirements

1. Indicate the duration of the agreement in the written agreement.
2. All written agreements must contain a notice clearly informing the employee they are required to telework whenever their traditional worksite is closed (other than for Federal holidays or Executive orders), even if it is not their regularly scheduled telework day.
3. All written agreements must contain notification that when the appropriate authority announces, “Unscheduled Leave” or “Unscheduled Telework,” telework-ready employees may elect either option by notifying their supervisor consistent with the employee’s written agreement or the terms of an applicable CBA. Employees are to be reminded that if they elect to perform unexpected telework, they must have a sufficient amount of work to complete in their period of telework. If the employee does not have enough work, they may either take unscheduled leave for the entire workday or use unscheduled leave to account for hours not worked.
4. The agreement must provide that an employee is not authorized to telework if their performance does not comply with the terms of the written telework agreement.
5. The purpose of the telework may not be to perform official time.⁶ The employee must first be performing management-assigned duties before any official time request can be considered. The agreement must set forth the expectations, i.e., management-assigned work, agreed upon by management and the employee, so the employee has prior knowledge of these expectations.
6. Management may find it necessary to require a non-emergency, telework-ready employee to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference). This should not be a last-minute surprise, but a special work circumstance that both the supervisor and employee know about, discuss, and plan in advance as the special work requires.

⁵ Please see Section VIII.H. “Remote Work” for guidance on remote work agreements as well as Appendix C, “Remote Work Agreement,” Appendix D, “Safety Checklist (Telework and Remote work),” and Appendix F, “Remote Worker Agreement – Supervisory Checklist.”

⁶ See Section VII, Definitions, “Official Time.”

Note: Management will be required to compensate “remote” workers for their travel, even when their alternative worksite is within the locality pay area of the traditional worksite, if their alternative worksite is more than 50 miles from the traditional worksite

7. Days may be specified or flexible due to business necessity or an employee’s request. Hours to be worked are to be annotated and in accordance with the traditional worksite reporting times.
8. Clarify any assumptions regarding work locations (e.g., if expected to work from home only) as well as frequency and modes of communication (e.g., email vs. telephone, core hours for contact, speed of returning calls).
9. Be clear if the employee is designated as an “emergency employee” or part of COOP and expected to work during a COOP event such as a national or local emergency, or a COOP exercise. All COOP and ERG members must have a telework agreement on file and be prepared to telework at any time.
10. Outline any additional requirements (technology, specific software, data security, etc.)

B. Modifications and Termination

1. Telework is a workplace flexibility (unless designated as a condition of employment), not a legal right and does not change the terms and conditions of employment. The operational needs of the bureau/OU are paramount; employees who telework do not have an automatic right to continue to telework. In accordance with the Act, an employee may not be authorized to continue teleworking if their performance does not comply with the terms of the written agreement between the approving official and the employee.

Note: It is recommended that the bureau/OU consult with the OGC about the payment of relocation expenses and the responsibility thereof, prior to the termination of a remote work agreement, as applicable.

2. Management shall provide sufficient notice, when feasible, before modifying or terminating a written agreement to allow the affected employee to make necessary arrangements. The reason for termination **must** be documented, signed by the approving official, and provided to the employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect.
3. The employee may request to modify the current agreement (e.g., change the regular teleworking day) by submitting a new Telework Application/Agreement and Modification of Telework Agreement with only the requested change indicated.

XIV. TERMINATION OF AGREEMENTS AND APPEALS PROCESS

A. Telework and Remote Requests and Agreements May Be Denied or Terminated

Telework and remote work requests and agreements may be terminated or denied by the approving official in accordance with the terms of an applicable CBA and as long as the denial or termination decision is based on operational needs, conduct, or performance in accordance with the law and any applicable CBAs, not personal reasons or mere managerial preferences. (See Appendix G, “Optional Telework Termination Form”)

B. Immediate Denial

The approving official must immediately deny or terminate telework agreements as applicable, if the employee fails to be eligible due to 5 U.S.C. §§ 6502(A)(2) or (B)(3). It is also the policy of the Department to apply the same eligibility criteria to remote workers; therefore, the approving official must immediately deny or terminate a remote work agreement, as applicable, if the employee fails to meet the eligibility requirements described in 5 U.S.C. §§6502(A)(2) or (B)(3).

C. Written Justification

The approving official must provide written justification to the affected employee, to include information about when or if the employee would be eligible to reapply, and if applicable, what actions the employee should take to improve their chance of future approval. Approving officials are to provide employees, and maintain copies of, signed written denials or terminations of telework agreements.

D. Termination by the Employee

An employee may terminate their written telework agreement by written notice to the approving official. The employee may terminate their written remote work agreement in accordance with the terms of the agreement.

E. Administrative Grievance Procedures

Telework-ready and remote employees not covered by a negotiated grievance procedure must use the administrative grievance procedure in [DAO 202-771, “Administrative Grievance Procedure,”](#) to appeal issues relating to their telework/remote work status or other telework/remote work matters.

F. Negotiated Grievance Procedure (NGP)

Employees covered by an NGP that does not specifically exclude this matter must use the applicable NGP.

G. Discrimination

Employees who believe they are the victims of prohibited discrimination may utilize the Equal Employment Opportunity Commission's complaint procedures or the applicable negotiated grievance procedures (NGP), as appropriate.

XV. PROGRAM OVERSIGHT AND RESPONSIBILITIES

A. Office of Human Resources Management (OHRM)

OHRM is responsible for oversight of the Department of Commerce Telework and Remote Work Plan and for any reporting requirements to OPM. OHRM will review and monitor the various plans to ensure consistency across the bureaus/OUTs with implementing the program.

B. Bureau/Operating Unit (OU)

Each bureau/OU is responsible for the development, funding, administration (including providing a designated Telework Coordinator), operation, and evaluation of its telework Plan. The evaluation should be accomplished in collaboration with the exclusive representative, if any. Each bureau/OU will develop a telework Plan consistent with this broad DOC Telework and Remote Work Plan and submit it to OHRM for compliance review/approval. When a bureau/OU lacks a telework Plan, the bureau/OU will be covered under the DOC's Telework and Remote Work Plan.

C. Supervisors/Managers

Supervisors/managers are responsible for the overall management and success of teleworking/remote working, if applicable, in their work units, including day-to-day operations. They are encouraged to permit employees to telework on a regular/recurring and/or situational basis for at least 4 days per biweekly pay period when requested by eligible employees. Supervisors/managers may also approve remote work requests in accordance with the terms of this DOC Telework and Remote Work Plan and the applicable bureau/OU Implementation Plan. Each request must be evaluated on the unique facts of the situation, the duties of the position, the needs of the office, budget implications, etc. Telework-ready and remote work employees and their approving officials are responsible for annually reviewing the written agreement to ensure it is current. The date of the review must be documented.

D. Telework Managing Officer (TMO)

The TMO shall be an SES official of the DOC with direct access to the Secretary of Commerce, and who has policy and program oversight of the DOC-wide telework program. The TMO serves as an advisor for DOC leadership.

E. Telework Program Manager (TPM)

The TPM shall be located in OHRM, and is a resource for Telework Coordinators, supervisors, approving officials, and employees. The TPM is responsible for responding to all inquiries from bureaus/OUs, and from other organizations such as OPM and the Office of Management and Budget (OMB). The TPM will maintain and forward data from all bureaus/OUs to the TMO, including an explanation of whether or not the bureau/OU is working satisfactorily toward the requirements detailed in this policy and, if not, what actions are being taken to identify and eliminate barriers to maximizing telework.

F. Telework Coordinators (TC)

The TCs provide bureau/OU policy and procedural guidance as well as advice and assistance to their bureau/OU-level personnel tasked with policy and implementation plan development. In addition, they work with senior-level managers in establishing and obtaining bureau/OU telework goals, objectives, and reporting requirements. The TC will, in partnership with the approving official and the exclusive representative, if applicable, establish a procedure for notifying each employee of their eligibility or ineligibility to telework, and coordinate a process for approving and tracking telework and remote work arrangements. The TC will answer questions and provide guidance to employees and supervisors as well as an orientation for new teleworkers.

The TCs will develop and maintain a reporting system that captures telework and remote work participation, terminations, and denials. The TCs are responsible for providing the following information to the TPM upon request:

1. The degree of participation by employees of each bureau/OU during the period covered by the report.
2. The method for gathering telework/remote work data in each bureau/OU.
3. The reasons for positive or negative variations in telework participation if the total number of employees teleworking is 10 percent higher or lower than in the previous year of the reporting activity.
4. The bureau/OU goal for increasing telework participation if applicable.
5. An explanation of whether a bureau/OU met its established goal(s) for the last reporting period and, if not, what actions are being taken to identify and eliminate barriers.
6. An assessment of progress made in meeting participation rate goal(s) and other telework goal(s) (i.e., the impact of telework on recruitment and retention, performance, etc.).
7. A description of best practices, if applicable.
8. A central file of all approved written agreements for the bureau/OU.

XVI. REPORTING REQUIREMENTS

The bureau/OUs, via their TC, are required to respond to TPM requests for a variety of reporting requirements/initiatives. Below is information that might be requested, though it is not inclusive.

1. The degree of participation by employees of each bureau/OU teleworking during the period covered by the report.
2. The method for gathering telework data in each bureau/OU.
3. The reasons for positive or negative variation in telework participation if the number of bureau/OU employees teleworking is 10 percent higher or lower than in the previous year.
4. The bureau/OU goal for increasing telework participation to the extent practicable or necessary.
5. An explanation of whether or not a bureau/OU met its goals for the last reporting period and, if not, what actions are being taken to identify and eliminate barriers.
6. An assessment of the progress made in meeting bureau/OU participation-rate goals and other goals related to telework, such as the impact of telework on emergency readiness, energy use, recruitment and retention, performance, productivity, and employee attitudes and opinions regarding telework.
7. Best practices in the bureau/OU.

XVII. IT SECURITY REQUIREMENTS FOR TELEWORK-READY EMPLOYEES

Telework-ready and remote work employees must abide by the IT security requirements conveyed in the Commerce Information Technology Security Program Policy, Commerce Information Technology Requirements, Frequently Asked Questions, and IT Security Policy memos. The Telework/Remote Work Agreement signed by the employee and their supervisor may describe additional security requirements. DOC IT security documentation can be found at: http://home.commerce.gov/CIO/ITSITnew/IT_Security_Program_Documentation.html

Telework-ready and remote work employees must abide by bureau/OU-specified IT security requirements. Supervisors are responsible for ensuring that employees agree to comply with all existing IT security requirements and to ensure that employees are accountable.

XVIII. POLICY ON INFORMATION TECHNOLOGY SECURITY

The DOC's CIO is responsible for issuing and maintaining IT and eGov policies and minimum implementation standards, including remote access and safeguarding of sensitive information. These policies and minimum implementation standards outline responsibilities of bureau/OU CIOs as well as teleworkers/remote workers to enable an effective working environment for the

employee and the protection of DOC systems from undue risk. Operating unit CIOs, with the support of their IT security officers, are responsible for establishing teleworking IT security procedures specific to their bureau/OU and providing secure telecommuting resources and operational controls commensurate with the sensitivity of the data processed (along with policies and minimum implementation standards provided by the CIO). The DOC's policy on remote access is at

https://connection.commerce.gov/sites/connection.commerce.gov/files/media/files/2014/citr-008_remote_access.pdf

Supervisors are responsible for ensuring that telework-ready and remote work employees agree to comply with all existing security policies and procedures, including IT security. Telework-ready employees also agree that their responsibilities, described in Section 3.3.9 of the DOC's "IT Security Policy and Minimum Implementation Standards," remain in effect while on telework/remote work status. Other pertinent bureau/OU policies on IT security may also exist; supervisors are responsible for ensuring that employees agree to follow all applicable policies.

The workplace and workstation must be set up to accomplish secure information processing, including the proper storage of Sensitive Information in both electronic and paper form. The telework-ready and remote work employee, following bureau/OU policies, must minimize security vulnerabilities to the workstation and the DOC network.

XIX. PROTECTING THE SECURITY AND CONFIDENTIALITY OF RECORDS

All telework-ready and remote work employees must ensure that records subject to the Privacy Act of 1974, or which have sensitive Personally Identifiable Information (PII) or Business Identifiable Information (BII), are not disclosed to anyone except those who have been authorized access to such information to perform their duties. Bureaus/OUTs must ensure that appropriate physical, administrative, and technical safeguards are used to protect the security and confidentiality of such records.

A. Disclosure of Records from an Agency System of Records

1. Telework-ready and remote work employees are responsible for ensuring that their disclosure of a record (information) from any agency system of record complies with the Privacy Act of 1974.
2. The Privacy Act of 1974 defines a 'system of records' as a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Department of Commerce system of record notices (SORNs) are posted at <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=PAI&browsePath=2005&isCollapsed=false&leafLevelBrowse=false&yrcord=0>.
3. The Privacy Act of 1974 prohibits the disclosure of a record (information) from an agency system of record that is not identified as a routine use in that system's SORN,

does not comply with an exemption identified in the SORN, or does not comply with 1 of the 12 exceptions to the non-disclosure-(to third parties)-without-consent rule.

4. A Privacy Act incident occurs when an officer or employee of the agency, who by virtue of their employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by [5 U.S.C. § 552a](#) (or regulations established thereunder), and discloses the material in any manner to any person or agency not entitled to receive it. Knowing misuse or release of information protected by the Privacy Act of 1974 can subject an employee to fines and/or criminal sanctions.
5. Telework-ready and remote work employees must immediately report a suspected or confirmed Privacy Act incident to their bureau/OU privacy officer or the Computer Incident Response Team (CIRT) and immediate supervisor.

B. Proper Handling of PII and BII

1. Telework-ready and remote work employees are responsible for the safeguarding of PII and BII.
2. PII is information that can be used to distinguish or trace an individual's identity, such as name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information, which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. Sensitive PII, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.
3. Types of PII considered sensitive when associated with an individual are: social security number (including truncated form), place of birth, date of birth, mother's maiden name, biometric information, medical information (except brief references to absences from work), personal financial information, credit card or purchase card account numbers, passport numbers, potentially sensitive employment information (e.g., personnel ratings, disciplinary actions, and results of background investigations), criminal history, and any information that may stigmatize or adversely affect an individual. The DOC's IT Privacy Policy provides that breaches of sensitive PII are subject to notification/reporting requirements.
4. When deciding whether PII is sensitive or non-sensitive, it is important to consider the type of information, obligations, or expectations regarding the protection of information, risk (probability and consequences) of loss or compromise of information, and context of information. Context is particularly important. The same types of information can be sensitive or non-sensitive depending upon the context. For example, a list of names and phone numbers for the Department softball roster is very different from a list of names and phone numbers for individuals being treated for an infectious disease. It is important to use good judgment when deciding whether PII is sensitive or non-sensitive. When in doubt, treat PII as sensitive.

5. The Department's policy states that if sensitive PII must be electronically transmitted, it must be protected by secure methodologies such as encryption, Public Key Infrastructure, or secure socket layers. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements for Cryptographic Modules" provides the standard to which encryption methodologies must conform. The transmission of sensitive PII, even if protected by secure means, must be kept to a minimum. Check with your bureau/OU's Office of the Chief Information Officer to determine methods or services they are using to support the electronic transmission of sensitive PII.
6. In addition to sensitive PII, telework-ready and remote work employees must ensure the safeguarding of BII. BII is information that is defined in the Freedom of Information Act as "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." "Commercial" is not confined to records that reveal "basic commercial operations" but includes any records (information) in which the submitter has a "commercial interest" and can include information submitted by a non-profit entity. Terms for BII that must be protected from disclosure include "confidential business information," "confidential commercial information," and "proprietary information."
7. Sensitive PII and BII can be stored on Government systems only, and saved, stored, or hosted only on DOC-authorized equipment (including contractor-owned equipment or a system that is approved to be used as a Government system). Computers that are personally-owned may not be used to save, store, or host sensitive PII and BII that is collected or maintained by the Department.
8. Sensitive PII and BII must be sent encrypted as an email attachment and encrypted on mobile computers, media (e.g., CDs, DVDs, USB drives), and devices (e.g., laptops, hard drives). When faxing sensitive PII and BII, an advisory statement about the contents must be included on the cover sheet, and the recipient must be notified immediately before and after transmission. Exception: According to the Commerce Acquisition Manual (CAM) 1313.301, cardholders shall not transmit credit card information over a facsimile machine. When mailing sensitive PII and BII, it must be physically secured when in transit. Do not mail or send by courier sensitive PII and BII on CDs, DVDs, hard drives, flash drives, USB drives, floppy disks, or other removable media unless the data is encrypted. Sensitive PII and BII must be sealed in an opaque envelop or container and mailed using First Class or Priority Mail, or a commercial delivery service (e.g., Federal Express or DHL). Appropriate methods must be used to destroy sensitive paper PII and BII (e.g., shredding, using a burn bag) and securely delete sensitive electronic PII and BII (e.g., empty the Windows recycle bin).
9. Telework-ready employees, remote work employees, and supervisors are responsible for complying with all bureau/OU guidelines on reporting PII and BII incidents. The OMB Memorandum M-07-16 defines a PII incident as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for other than authorized purpose(s), have access or potential access to PII, whether physical or electronic. All employees, including telework-ready and remote work employees must immediately report a suspected or confirmed PII and BII incident to their bureau/OU privacy officer or CIRT and immediate supervisor.

XX. PRIVACY ACT, SENSITIVE, AND HIGHLY SENSITIVE INFORMATION

A. Decisions on Proper Use and Handling of Sensitive Information.

These decisions will be made by the approving official who permits the employee to work at home or another alternative worksite. A telework/remote work agreement will be signed by the employee and their approving official that contains the specific data types allowed to be accessed. Information is generally categorized into the following groups: Non-Sensitive Information; Sensitive Information; and Classified National Security Information.

B. Physical Security Standards

The physical security standard for PII and other Sensitive and Administratively Controlled Information must be addressed prior to allowing telework. Chapter 35 of the OSY Security Manual provides minimum physical security standards for the office environment that are also applicable during telework/remote work. At a minimum, Controlled Unclassified Information (CUI), including PII, should be afforded protection to prevent unauthorized access of the information.

C. Controlled Unclassified Information (CUI) Registry

The National Archives and Records Administration's CUI Office developed the CUI Registry, which allows anyone to access the Safeguarding and Dissemination requirements for CUI that must be afforded to information like PII (privacy) and other unclassified information. The registry may not be all inclusive, as only those categories of unclassified information that have a law, regulation, or Government-wide policy governing dissemination and/or safeguarding are provided. Therefore, any Sensitive and Administratively Controlled Information in hard-copy form that does not fall within the parameters of the manual, or the registry, should be brought to the attention of the Information and Personnel Security Division of the OSY.

Teleworkers, remote workers, and supervisors should visit <http://www.archives.gov/cui/registry/category-list.html> prior to allowing hard copy PII and other administratively controlled information outside the workplace for telework/remote work purposes.

Controlled Unclassified Information, established by Executive Order 13556, is legally protected and covered under the Sensitive Information category.

D. Highly Sensitive Information

This information is subject to the most stringent security and access control rules, such as courier authorization, hand-to-hand transmission, or agency-specific rules not included in the DOC Telework and Remote Work Plan. Classified information that requires Secret or Top Secret security clearances for protecting national security information is included in this

category. Classified information (Confidential, Secret, or Top Secret) may only be transmitted or removed from official worksites by classified networks or authorized official couriers. This type of information may not be used or accessed in any manner by teleworkers or remote workers.

XXI. EMERGENCY EMPLOYEES AND COOP TEAM MEMBERS

Employees designated as an “emergency” employee and those designated as a COOP ERG or other COOP team member may be required to report to the traditional worksite, an alternative worksite, or telework from home, based on the nature of the emergency.

These employees may be required to telework during emergency closures or other emergencies, including pandemics and for COOP exercises, on any day, even if that day is not a regular telework day or a day with specific approval for situational/episodic telework. COOP team members may also be required to perform duties outside of their usual or customary duties to ensure continuation of agency-essential missions or activities.

If an employee is designated as an “emergency” employee, or COOP ERG, or other member, the supervisor, along with the employee, should make advance and/or situational decisions as to whether the employee must physically report for duty at the traditional worksite, or may work from home or another approved alternative worksite.

For example, if the purpose of the employee reporting for duty at the traditional worksite is to provide policy guidance or to notify specific individuals of emergency requirements, this could be accomplished from home, provided the employee has access to the resources necessary to perform the required services. However, in some cases, the only way to obtain the services of the employee may be through telework from an alternative worksite.

For example, if inclement weather or other emergency situation results in a transportation shutdown, but phone lines remain working, the employee may be able to work from home rather than reporting to the traditional worksite or alternative site (i.e., the COOP site).

During any period that the DOC is operating under a designated COOP event, including an exercise, the COOP plan shall supersede any telework policy (Public Law 111-292 Section 6504(d)(2)).

APPENDIX A: TELEWORK ASSESSMENT TOOL

The decision to telework should be based on the ability of an employee to work in a setting that may be in his/her home or a Federal facility other than the regular office, without immediate supervision. The following tool is to be used by the supervisor as a basis for discussing the option and appropriateness of telework for a particular employee. Employees are also required to use the assessment tool to help in determining if telework is suitable for their positions.

Please rate yourself or your employee, using the following scale:

5 – Always 4 – Usually 3 – Sometimes 2 – Rarely 1 – Never

1. Employee works without regular monitoring/supervision.
2. Employee is comfortable working alone.
3. Employee independently identifies required work products.
4. Employee successfully plans work production schedule.
5. Employee communicates hindrances to successful completion of a task or project in sufficient time to allow for alterations that improve the opportunity for success.
6. Employee is knowledgeable about your organization's procedures/policies.
7. Employee is fully aware of Department information technology security.
8. Employee meets deadlines.
9. If telework will be in the employee's residence, the residence has an appropriate work environment.
10. Employee is willing to provide his/her own equipment if Government-furnished equipment is not available.
11. Employee is computer literate.
12. Employee has successfully completed the appropriate Commerce online teleworking training course.

APPENDIX B: TELEWORK REQUEST/AGREEMENT

The below telework agreement is a basic template that can be tailored to meet bureau/operating unit (OU) needs. Generally, a telework agreement would include things like:

- a listing of the bureau/OU policies on telework, including any applicable collective bargaining unit agreement, and a signature indicating understanding and agreement to abide by those policies
- a listing of telework work schedules
- technology used to facilitate the telework
- any other policy provision or aspect of the agreement that the organization, the manager, or the employee feels should be put in writing

Telework Request/Agreement

Date/Reason for Request: / / <input type="checkbox"/> New <input type="checkbox"/> Revision <input type="checkbox"/> Annual Review	Proposed Start Date
Employee's Business Telephone:	Employee's Telework Worksite Telephone and FAX number (if applicable):
Type of Telework: (Check all that apply) <input type="checkbox"/> Routine <input type="checkbox"/> Situational <input type="checkbox"/> Unscheduled Telework <input type="checkbox"/> COOP/Emergency Purposes	Telework Day(s) (complete if Type of Telework is Routine.) All work schedule flexibilities currently permitted may be continued in a telework arrangement. Please identify each day the employee will work from the telework worksite.
Week 1 <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday	Week 2 <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday

Location of Telework Site: City _____ State _____	
<p>Assignments and Communication: This includes work assignments, agreements on checking voice mail and email or contacting the supervisor. Employees are expected to come into the office as needed for temporary changes. The supervisor will judiciously utilize this provision and work with employees to strike the right balance to include, when possible, providing alternative days/times to replace changes to regular telework schedules. Supervisors should also be flexible when possible in situations where employees need modifications for unexpected or urgent personal matters.</p>	
<p>Weather and Safety Leave. A telework participant must be prepared to perform work during an emergency to include a status announcement issued by the Office of Personnel Management, the head of their agency, or a recommendation communicated by the Federal Executive Board. See OPM's Governmentwide Dismissal and Closure Procedures for guidance and procedures related to operating status announcements and telework.</p>	
Weekly mileage saving: miles per week (Enter the number of miles not driven weekly due to approved schedule. For example, number of miles usually driven to work, to meet carpool, or to public transportation venue.)	
Supervisor Approval: <input type="checkbox"/> Approve (which may include working with employee to modify request as applicable to mission accomplishment) <input type="checkbox"/> Disapprove (If disapprove, indicate reason(s)) Date of Decision _____	Reason for Disapproval:

By signing this agreement, employees with telework agreements in place acknowledge that they are expected by law to telework during their regular tour of duty on the day when the OPM Director (or other appropriate agency official) issues an announcement that Federal offices are closed (e.g., major snow storm, hurricane, interruptions in transportation), even if that day is not a regular telework day or a day with specific situational approval. Employees who cannot

perform their duties must request leave (paid or unpaid). Weather and safety leave may be provided under limited circumstances.

Supervisor's Signature

Date (mm/dd/yyyy)

Employee's Signature

Date (mm/dd/yyyy)

APPENDIX C: REMOTE WORK AGREEMENT

The below remote work agreement is a basic template that can be tailored to meet bureau/operating unit (OU) needs. Generally, a remote work agreement would include things like:

- a listing of the bureau/OU policies on remote work, including any applicable collective bargaining unit agreement, and a signature indicating understanding and agreement to abide by those policies
- a listing of remote work schedules
- technology used to facilitate the remote work
- any other policy provision or aspect of the agreement that the organization, the manager, or the employee feels should be put in writing
- information pertaining to relocation expenses upon termination of agreement
- eligibility/terms for severance pay
- eligibility terms for compensatory time for travel

Remote Work Agreement

Date/Reason for Request:	Proposed Start Date
<input type="checkbox"/> Employee Request (please attach reason for request) <input type="checkbox"/> Management established worksite / /	
Location of Official Worksite City _____ State _____ Note: Official worksite is used to determine pay, RIF competitive area, travel reimbursement, and/or unemployment compensation.)	
Assignments and communication: [This includes work assignment clarification related to remote work site, agreements on office communication, checking voice mail and email, or contacting the supervisor.]	
Supervisor Approval <input type="checkbox"/> Approve (which may include working with the employee to modify request as applicable to mission accomplishment) <input type="checkbox"/> Disapprove Upon request, management will provide a written explanation, generally within 10 work days.	

Date of Decision _____	
Employee Business Telephone:	
<p>Employee's Approved Bi-Weekly Work Schedule or Alternative Work Schedule (AWS)</p> <p>Week 1</p> <p><input type="checkbox"/> Monday</p> <p><input type="checkbox"/> Tuesday</p> <p><input type="checkbox"/> Wednesday</p> <p><input type="checkbox"/> Thursday</p> <p><input type="checkbox"/> Friday</p>	<p>Week 2</p> <p><input type="checkbox"/> Monday</p> <p><input type="checkbox"/> Tuesday</p> <p><input type="checkbox"/> Wednesday</p> <p><input type="checkbox"/> Thursday</p> <p><input type="checkbox"/> Friday</p>

APPENDIX D: SAFETY CHECKLIST (Telework and Remote Work) – HOME WORK SPACE

Participating employees may use the following checklist to assist them in a survey of the overall safety and adequacy of their alternative worksite. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

- Practice a fire evacuation plan for use in the event of an emergency.
- Check your smoke detectors regularly and replace batteries once a year.
- Always have a working fire extinguisher conveniently located in your home, and check the charge regularly.
- Computers can be heavy. Always place them on sturdy, level, well maintained furniture.
- Use a sturdy chair that provides good support and can be adjusted.
- Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
- Locate your computer to eliminate noticeable glare from windows and lighting. Place computer monitor at height that is comfortable and does not require neck or back strain. Locate computer keyboards at heights that do not require wrist strain or place the keyboard on an adjustable surface.
- Install sufficient lighting in locations that reduce glare at the work surface.
- Arrange file cabinets so that open drawers do not block aisles.
- Be sure to leave aisle space where possible to reduce tripping hazards.
- Always make sure electrical equipment is connected to grounded outlets.
- Avoid fire hazards by never overloading electrical circuits.
- Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause tripping hazards in your work space.
- Locate computers, phones and other electrical equipment in a manner that keeps power cords out of walkways.
- Keep your work area clean and avoid clutter, which can cause fire and tripping hazards.
- Do not allow non-government employees to operate or repair government owned equipment.
- Always keep government files and information in a secure place and do not advertise your home office to strangers.
- Always use proper lifting techniques when moving or lifting heavy equipment and furniture.
- Always report accidents and injuries immediately to your supervisor.

Employee's Signature

Date (mm/dd/yyyy)

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 Safety Checklist , 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).

Supervisor’s Signature

Date (mm/dd/yyyy)

Employee’s Signature

Date (mm/dd/yyyy)

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

Remote Worker Guidelines

Applicability. The Remote Worker 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.

Work Schedule. Work schedule (AWS or fixed) will follow established Agency/office procedures for setting, requesting and approval of available work schedule options. Identified work schedule ensures supervisor, co-workers, customers, etc., can interact with remote employee during the identified work schedule timeframes.

Overtime. Supervisors are responsible for ensuring that remote workers work overtime only when the supervisor authorizes and intends to make overtime payment (including compensatory time off, as appropriate). Both Fair Labor Standards Act (FLSA) exempt and non-exempt employees must be paid overtime (or compensatory time, under certain circumstances) when overtime hours are ordered and approved in advance in writing by a supervisor with the authority to authorize overtime. Employees agree that failure to obtain proper prior approval for overtime work may result in supervisor taking appropriate action to address.

APPENDIX G: OPTIONAL TELEWORK TERMINATION FORM

The telework option is a privilege and not an employee right. As such, it falls under the supervisor’s discretion to determine how work should be accomplished with the organization. Termination of the telework agreement can be either voluntary or involuntary.

This is notification that the telework agreement, which was signed on _____ is no longer in effect and is hereby terminated.

Termination is based on (check one):

Voluntary Withdrawal

Involuntary Withdrawal

If telework is involuntarily terminated, the decision is based on:

Requirements of the current work assignment

Reassignment or change in duties

Failure to maintain employee eligibility standards

Breach in Information Technology Security policies and/or procedures

Other (please specify):

Receipt Acknowledged

Employee’s Signature and Date: _____

Supervisor’s Signature and Date: _____

INFORMATION MEMORANDUM FOR DEPARTMENT LEADERSHIP ON RETURN TO OFFICE

FROM: Don Graves, Deputy Secretary of Commerce

DATE: Tuesday, March 22, 2022

RE: **DOC Return to Office**

The purpose of this memorandum is to provide background and guidance for the Department regarding Return to Office following two years of maximum telework. This guidance is intended to help the Department usher in a new future of work for our employees. It recognizes both the desire for expanded use of telework (when compared to pre-pandemic levels) and the need for in-person engagement in most positions. It proposes a hybrid workplace environment that allows for flexibility and answers the President's call in his State of the Union address for the Federal workforce to return to in-person work.

GUIDANCE AND BEST PRACTICES

After extensive consultation with bureaus, review of White House and Office of Management and Budget guidance, and market research, we are implementing a Department-wide baseline telework best practice of up to two days of routine (regularly scheduled) telework per week, with additional flexibilities as discussed in more detail below. All bureaus are required to submit updated telework policies for review and approval prior to implementation to the Office of Human Resources Management (OHRM) and no later than May 25, 2022. Variations from the best practice guidance for classes of positions or an entire bureau, office, or unit will be accepted but must be documented and approved, as outlined in Attachment 1.

TRANSITION FROM MAXIMUM TELEWORK

Returning to working in our office facilities after two years of maximum telework will be an adjustment for our workforce. We recognize that it will take time to finalize and implement updated policies that are consistent with this best practice guidance, so we've built in a 60-day transition period to permit both the resolution of internal issues, such as requests for variance, and external issues, such as child-care, public transportation, and other challenges. During this initial period, employees with existing telework or remote work agreements should coordinate with their supervisors and, with supervisory approval, adhere to those agreements, irrespective of whether the agreements exceed the Department-wide baseline.¹ Telework-eligible employees without current telework agreements in place may, with supervisory approval, engage in routine telework up to the baseline guidance of two days per week (as well as situational telework in

¹ Existing telework agreements that exceed the Department-wide baseline for routine telework may remain in effect, but we encourage bureaus to review them in light of this guidance. Any such agreement will in any event be subject to the variance approval process when next up for renewal. As noted in Attachment I below, where a collective bargaining agreement permits telework in excess of the Department-wide baseline that negotiated variance is automatically approved.

response to child-care, transportation, and other challenges), even as they work with their supervisors to put new agreements in place. The new agreements may be based on the Department-wide baseline or an approved variance. At the end of the 60-day transition period, all teleworking employees must have an approved telework agreement in place in order to perform either routine or situational telework.

EXPECTATIONS

This hybrid operating posture is designed to help us retain and motivate our employees by providing flexibility to a workforce changed by the pandemic. It envisions a Department of Commerce that embraces the many benefits of in-person engagement and teambuilding, while maintaining advantages of a virtual environment, such as improved work-life balance due to lack of commute. A detailed overview of expectations, requirements, and process for requesting a variance is included in Attachment 1.

It is not our intention that bureaus with more robust pre-pandemic telework programs roll-back already well-conceived and well-performing programs or to prohibit more robust post-pandemic policies for those bureaus that did not have pre-existing programs. On the contrary, bureaus considering variances should look to the experiences and successes of those bureaus with robust pre-pandemic telework programs for insight and best practices. This baseline guidance is intended to ensure that variations from the baseline are equitable, consistent, and follow a thoughtful, deliberate, and data-driven approach to the implementation of new work schedules.

Finally, our return to office, like the global pandemic itself, is unprecedented and will involve different challenges for different offices and different employees. No guidance can anticipate and account for every question or challenge that may arise. I encourage you to continue your close engagement with the experts from Office of the Secretary and Office of the General Counsel who have helped guide us through the last two years, and I know that they stand ready to join you and your leadership teams to help answer your questions and ensure a successful transition.

ATTACHMENTS

- (1) Guidelines for Return to Office
- (2) Timeline and Due Dates

ATTACHMENT 1: DEPARTMENT OF COMMERCE RETURN TO BUILDING GUIDANCE

	Best Practice Guidance
Regularly-scheduled telework	For telework-eligible employees, supervisors should consider 2 days per week (and up to 4 days a pay period) of routine telework the baseline.
Position eligibility	Position descriptions must be reviewed against established standards to determine both telework eligibility and the extent to which an employee’s work that can be performed off-site without impact to mission. Bureaus that have not yet begun (or in some instances completed) this process should do so immediately. This work must be completed no later than May 25, 2022, and prior to entering into new telework or remote work agreements with employees. Any request for variance from telework baseline above should include documentation from the bureau reflecting their standards for review and specific determinations organized by job series or type. OHRM will be providing a template for use by all bureaus initiating such requests.
Individual eligibility	Ideally, teleworking employees will have no documented history of discipline or less than satisfactory performance. <i>(Note that certain acts of misconduct—e.g., absence without leave; reviewing, downloading, exchanging pornography from a Government computer or while performing official duty, render an employee telework ineligible as a matter of law).</i>
Bureau telework policies	Bureaus should submit updated telework policies to OHRM for review no later than May 25, 2022. Bureaus that do not have approved telework policies are subject to general Department-wide policy. While individual unit heads may be given some level of discretion to enact a bureau’s telework policy, the policy itself should be set at the bureau head level, and ultimately it is the bureau head who is responsible for ensuring the implementation and success of the bureau’s policy.
Individual telework agreements	Upon return to the traditional office, employees with existing telework or remote work agreements should coordinate with their supervisors and, with supervisory approval, adhere to those agreements, irrespective of whether the agreements exceed the Department-wide baseline <i>(Existing telework agreements (signed prior to March 20, 2022) that exceed the baseline guidance of 2 days per week will be subject to review under the variance procedures below the next time they are scheduled for renewal but not more than one year from the date the existing agreement was signed).</i> Telework-eligible employees without current telework agreements in place may, with supervisory approval, engage in routine telework up to the baseline guidance of two days per week, even as they work with their supervisors to put new agreements in place. Those agreements may be based on the Department-wide

Information Memo on Return to Office

	<p>baseline or an approved variance. <i>During the 60-day transition period—and beyond—employees continue to be eligible for situational telework in response to such things as mass transit limitations, dependent care challenges, etc.</i></p> <p>All teleworking employees must have a signed telework agreement in place no later than June 25, 2022, in order to engage in either routine or situational telework following the conclusion of the 60-day transitional period.</p>
Coverage	<p>Each office will be expected to maintain an on-site presence each workday. Adequate office coverage must be factored into determinations with respect to how many days a week or pay period any individual employee may work. Where supervisors or managers are working off-site, there must be an on-site deputy or equivalent to ensure adequate coverage and supervision.</p> <p>In determining what percentage of a workforce might work off-site at any given time, bureaus should evaluate their overall capacity for hybrid meetings.</p>
Core days	<p>Bureaus are encouraged to establish one or more core days and to be intentional about how they take advantage of the value of those in-person opportunities.</p>
Technology	<p>At minimum offices should ensure:</p> <ul style="list-style-type: none"> • They have a clearly articulated policy of the minimum connectivity required to support telework. All teleworking employees must have a sufficient Internet connection and equipment to ensure generally uninterrupted audio/video participation in remote meetings and the ability to simultaneously, send, receive, and share documents. Some employees—based upon the nature of their work—may require more robust Internet connections to download larger files. • Technologies are in place to permit full integration and accessibility needs of on-site and teleworking employees in hybrid meetings. At the very least, bureaus need sufficient conference room facilities to permit an increase in hybrid meetings. • To the extent they have not already done so, bureaus should begin to conduct requirements gathering to determine priorities for both the types and amounts of technology-upgrades they will need before expanding their hybrid footprint. Preliminary determinations and a detailed action plan, including milestones, for necessary changes should be completed within 30 days of this guidance. This work should be performed in coordination with ongoing building readiness efforts led by the Office of Facilities and Environmental Quality, Office of the CFO/ASA. • To the extent a bureau discovers that technology issues will affect its ability to implement reintegration by the date noticed by the Department, the bureau must, within 30 days of this guidance, report that impediment to the Office of the Deputy Secretary, along with a plan for remedying those issues and an alternative reintegration plan for approval.

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	Bureau CIOs must be responsive to all requests from the Department’s Chief Information Officer to verify capabilities and identify areas of need.
Facilities	Particularly when considering approval of telework with greater frequency than contemplated by this baseline guidance, offices must conduct an impact analysis on their facility needs, understanding at what point they should turn to shared workspaces or hoteling. These decisions must be made deliberately and from a fully-informed position, as the release of office space—either to the Department or to GSA—will have potential budgetary impacts and be difficult to undo if the desires of the workforce or the needs of the Department change. To the extent they have not already begun this work, bureaus should initiate this evaluation immediately and continue it over the transition period. Within 6 months of organizations returning to their traditional office, bureaus should provide to the CFO/ASA a written assessment of the impacts of increased telework and hybrid work. This requirement applies to all bureaus and organizations within the Department.
Variations from the baseline guidance	<p>Variations from the baseline guidance must be approved by Deputy Secretary after review and approval by the relevant bureau-head and submission to the Office of Human Resources Management. Variations may be requested for facilities, organizations or classes of jobs. <i>(As detailed below, individual variations may be approved at the bureau-head level; that authority may not be delegated).</i></p> <p>As an initial matter, variations will be approved: 1) where existing collective bargaining agreements conflict with the baseline guidance; and 2) where bureaus are already in the process of reducing their existing footprint, resulting in the need for increased telework; and 3) where existing telework agreements allow telework days in excess of the baseline guidance <i>(This last category in particular will be subject to full review under these procedures the next time an agreement is scheduled for renewal but not more than one year from the date the agreement was signed).</i></p> <p>Subsequent requests for variation:</p> <ul style="list-style-type: none"> • Should include a determination that the duties of the position permit objective measures of employee productivity (e.g., patent applications examined, export success stories logged). Requests for variation should include the specific metrics used in making such a determination. • May be used for critical, hard-to-recruit positions, where a determination has been made by the bureau head that local recruiting cannot support hiring demands (particularly for temporary and term positions). Such determinations must be based upon available data, such as a recruitment records, as opposed to anecdotal evidence. • May be used as a retention tool when a determination has been made by the bureau head that: 1) the position is appropriate for expanded telework; 2) the individual employee will be successful (based upon documented superior performance); 3) approval will not impede the organization’s

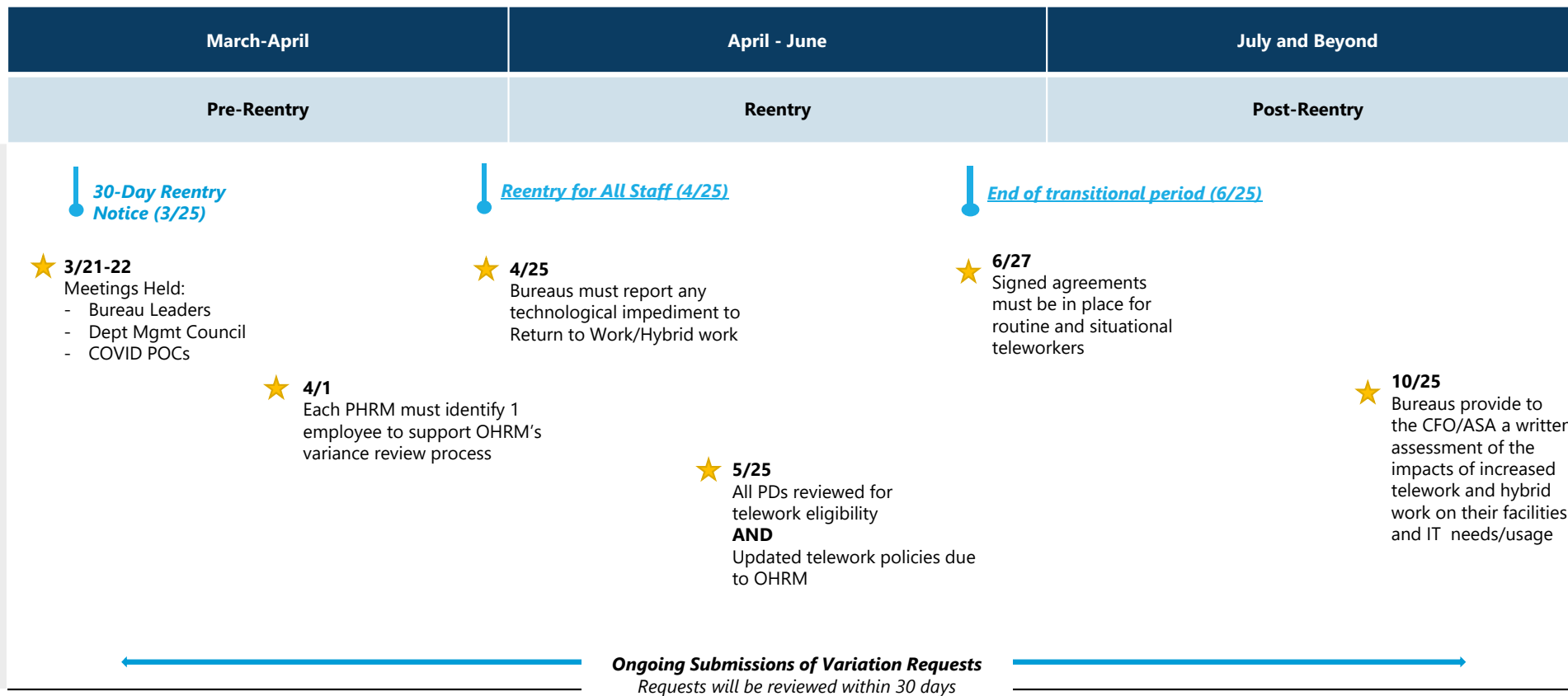
	<p>ability to maintain a regular, in-person presence in the traditional workplace; and 4) retention of the employee in question will serve the organization’s mission more effectively than attempting to backfill that position with a new hire.</p> <ul style="list-style-type: none"> • Bureaus should consider the same factors they would for a retention incentive for an individual employee when submitting their justification. <ul style="list-style-type: none"> • Employment trends and labor market factors. • The quality and availability of the potential sources of that possess the competencies required for the position. • The success of recent efforts to recruit candidates and retain employees with competencies similar to those possessed by the employee for positions similar to the position held by the employee. • Special or unique competencies required for the position; • Efforts to use other non-pay authorities; • The desirability of the duties, work or organizational environment, or geographic location of the position; • The extent to which the employee's departure would affect the agency's ability to carry out an activity, perform a function, or complete a project that the agency deems essential to its mission; and • Salaries typically paid outside the Federal Government. • Must include an analysis of not only the position’s telework eligibility but also the business-related bases for granting telework days in excess of the baseline. These might include: the competitiveness for recruiting and retaining talent for a position (particularly in areas, such as IT and acquisitions, and other high-demand fields); the need for organizational efficiency; and an employee’s individual circumstances.
<p>Variation approval process</p>	<p>Within 10 days of the publication of this guidance, each of the Department’s Principal Human Resources Managers (PHRMs) must assign one employee to serve on a variation review committee tasked with assisting OHRM with reviewing requests for variations from the bureaus and making a recommendation to the Office of the Deputy Secretary with regard to approval or disapproval. The review committee will be chaired by the Director, OHRM, or her designee. Review committee members may not participate in the review of variations requests assigning from their own bureaus or organizational units. <i>(The Director, OHRM, may disband the review committee upon her determination that the volume of variation requests is sufficiently light to permit timely review without the assistance of the committee).</i></p> <p>Requests for variation will be reviewed within 30 days of submission to the OHRM. Bureaus with pending requests for variation should follow the baseline</p>

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	<p>telework guidance consider up to 4 days per bi-weekly pay period and no more than 2 days per week.</p> <p>Variations for individual employees may be approved at the bureau-head level without Departmental concurrence. This authority may not be delegated below the bureau-head level. Bureaus may not grant individual variances to more than 5% of their workforce. Bureaus must document and retain the bases for granting individual variances. Any bureau that has granted individual variances to more than 3% of its workforce must notify the Director, OHRM, in writing and, upon request provide documentation of its process for approving individual variances for review. The Deputy Secretary may suspend or revoke the authority of bureau heads to grant individual variances at any time.</p>
<p>Remote work (distinct from telework; full-time work outside the local commuting area)</p>	<p>Instances of remote work should be rare and mission-driven. Requests for fully remote work for an organization, facility, or class of jobs—in order to promote recruitment or retention—should follow the same approval process as variations from the baseline telework guidance above and should be evaluated using all of the factors for such variations, as well as the following:</p> <ul style="list-style-type: none"> • An important consideration in evaluating any request for remote work is the potential impact to the organization if the employee is unsuccessful. The cost of requiring relocation back to the traditional workplace is likely to be borne by the employer and can exceed \$100,000. Bureaus must account for the financial risk inherent in approving a remote work agreement, particularly, as a recruitment tool, where the employee lacks a documented performance history with the Department. • Individual remote work agreements must be approved by the servicing HR office and OGC and are subject to annual review. (<i>Existing remote work agreements will remain in effect but are subject to review when next up for renewal but no later than one year from the date they were originally signed</i>). • Ideally, remote work agreements would benefit <u>both</u> the employee and the bureau. Whether there is value in having staff in the proposed remote location should always be factored into the bureau’s decision-making. • Bureaus considering an expansion of remote work opportunities beyond pre-pandemic levels should limit that expansion for the first 6 months while assessing the impact.

Return to Office Timeline Overview

The chart below gives an overview of tasks required per the attached memo:



U.S. DEPARTMENT OF COMMERCE TELEWORK AND REMOTE WORK PLAN



December 2021

Supersedes:
August 2021

Approved by: _____

Jessica SP Bensel
Director, Office of Human Resources Management and
Chief Human Capital Officer

Date: _____

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I. SCOPE

This telework and remote work policy applies to all Department of Commerce (DOC) employees except for those employed by the U.S. Patent and Trademark Office (USPTO) and the National Oceanic and Atmospheric Administration (NOAA) Commissioned Officer Corps (Title 5, United States Code (U.S.C.)

§§ 2105 and 2101(1) and (3)).

II. PURPOSE

The policy provides broad DOC-wide policy guidance and direction for bureaus/operating units (OU) to use when designing, developing, and administering their specific telework and remote work implementation plan(s). The policy promotes: (1) recruiting and retaining the best possible workforce; (2) continuing operations during emergency conditions (such as in a pandemic); (3) reducing management costs related to employee turnover and absenteeism; (4) reducing real estate and transit costs; and (5) enhancing work/life balance by allowing employees to better manage their work and personal obligations.

III. COVERAGE

The policy covers the workplace flexibility arrangement of telework and remote work.

IV. EXCLUDED

Excluded from the policy is work performed while on temporary duty (TDY); mobile work, as defined in this policy; arrangements requested/approved through Department Administrative Order (DAO) 215-10, "[Reasonable Accommodation Policy](#)"; and work performed at an alternative location due to an evacuation order.

V. LABOR-MANAGEMENT RELATIONS

This policy is in effect when signed by the Director, Office of Human Resources Management and Chief Human Capital Officer (Director). The policy does not modify any telework past practice or collective bargaining agreement (CBA) between a bureau/OU and its union(s) consistent with Federal law or Government-wide rule or regulation. In bureaus/OUTs where a labor organization (union) represents employees, management is obligated to notify the union, and upon request, negotiate over impact and implementation (I&I) of the policy, as required by law.

VI. THE TELEWORK ENHANCEMENT ACT of 2010

On December 9, 2010, President Obama signed [Public Law 111-292, the Telework Enhancement Act \(Act\) of 2010](#). Telework is defined and authorized by the Telework Enhancement Act of 2010, which is now codified within 5 U.S.C. Chapter 65. The Act expands participation in telework and is a key factor in the Federal Government's ability to achieve greater flexibility in managing its workforce using telework. It requires agencies to establish a policy under which eligible employees may be authorized to telework; to determine the telework eligibility for all employees of the agency; and to notify all employees of their eligibility. The Act outlines three preconditions for participation: the employee (1) is deemed eligible, (2) is trained in telework, and (3) has an approved written telework agreement.

The Act makes a distinction between “eligibility” and “participation.” To participate, an employee must first be identified as eligible. An employee is assumed eligible under the Act unless: (1) they have been officially disciplined for being absent without permission for more than 5 days in any calendar year. The days do not have to be consecutive, just within the same year. The offense could have occurred at any time during their employment with the Federal Government. (See footnote 1 in Section VIII for definition of Officially Disciplined); (2) the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (see [5 U.S.C. §§ 6502\(a\)\(2\)\(A\) and \(B\)](#)); or (3) the employee's performance does not comply with the terms of the telework agreement between management and the employee (see [5 U.S.C. § 6502\(b\)\(3\)](#)).

An employee can meet the eligibility criteria in accordance with the Act, but the duties of their position may not be conducive or appropriate for teleworking. In such cases, the employee is not eligible to telework based upon the duties of their current position.

Note: Although remote work (as defined in the policy) is not considered to be telework within the meaning of the Act, the Department has determined that remote workers must meet the eligibility requirements for telework under the Act to work remotely.

VII. DEFINITIONS

Act of God – An act of God means an act of nature, including hurricanes, tornadoes, floods, wildfires, earthquakes, landslides, snowstorms, and avalanches ([Title 5, Code of Federal Regulations \(CFR\) § 630.1602](#)).

Approving Official – Designated by the head of each bureau/OU, the official authorized to approve individual telework agreements. In some cases, the approving official and the supervisor are the same person.

Alternative Worksite – Is generally considered an employee's approved telework site, or for a remote worker, the approved remote site (e.g. an employee's residence).

Domestic Employee Teleworking Overseas (DETO) – Overseas work arrangement where a Federal executive branch employee temporarily performs the work requirements and duties of their domestic Civil Service or Foreign Service (FS) position from an approved overseas location via a DETO Agreement. Employees have no authorization to telework from a foreign location without an approved DETO Agreement. DETO agreements are not needed for U.S. territories or possessions; however, the employee’s locality pay changes.

Eligible to Telework – All employees are considered eligible to telework, unless: (1) the employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year (5 U.S.C. § 6502(a)(2)(A)) (there are no exceptions); (2) the employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (5 U.S.C. § 6502(a)(2)(B)) (there are no exceptions); or (3) the employee’s performance does not comply with the terms of the telework agreement between the supervisor and the employee (5 U.S.C. § 6502(b)(3)).

ERG Member – Emergency Relocation Group member. A person (including alternates) who may be required to work during a Continuity of Operations (COOP) exercise or activation where they may report to an alternative site, or may be required to perform duties through telework, in order to perform agency essential function or other COOP required function(s).

Essential Functions – Functions that enable the Federal Government to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.

Evacuation Order – An agency may order one or more employees to evacuate their worksite and work from their homes (or alternative location mutually agreeable to the agency and employee) during a pandemic health crisis without regard to whether the agency and employee have a telework agreement in place when the order to evacuate is issued ([Title 5, CFR § 550.409\(a\)](#)). Under these circumstances, an agency may designate the employee’s home (or alternative location mutually agreeable to the agency and employee) as a safe haven, and provide evacuation payments to the employee. An agency must compute the evacuation payments, and determine the time period during which such payments will be made ([Title 5, CFR § 550.404](#)). An evacuated employee at a safe haven may be assigned to perform any work considered necessary or required to be performed during the evacuation period without regard to the employee’s grade/band, level, or title. The employee must have the necessary knowledge and skills to perform the assigned work. Failure or refusal to perform assigned work can be a basis for terminating evacuation payments, and disciplinary action. An evacuation order can be issued for up to 180 days and reissued if the situation still warrants one.

Hoteling – A telework arrangement in which employees are not assigned permanent space in their designated traditional worksite, but share offices and conference space as necessary when working at the traditional worksite. Such space is assigned by reservation, much like a hotel. Bureaus/OUs should consider using hoteling or other office sharing arrangement for employees who telework 4 days a week or more in a pay period.

Mobile Worker – An employee who, by the nature of their duties, do not have a designated traditional physical worksite, and typically use their home as their duty station. Due to the nature of their work, they **are not** considered telework-ready employees.

Note: This is different from ‘hoteling’ arrangements, in which frequent teleworkers use shared space when they are working at their designated traditional worksite.

Official Duty Station (aka Official Worksite) – It is the bureau/OU worksite for most employees, including a teleworker. For a remote worker, the official worksite is the alternative worksite to which the bureau/OU and the employee agreed (e.g. the employee’s residence). The official worksite is generally the location of the employee’s duty station as documented on an employee’s Standard Form (SF) 50, Notice of Personnel Action. The location of an employee’s position of record where the employee regularly performs their duties.

If the employee’s work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee’s position of record are based. An employee’s official duty station determines the appropriate locality pay area for pay purposes for General Schedule or equivalent employees. It also impacts other expenses such as relocation and travel expenses under the Federal Travel Regulations (FTR), as well as local travel expenses.

Official Time – As defined in and authorized by [Title 5, United States Code \(U.S.C.\) § 7131](#).

Operating Status Announcements – Are generally issued when weather or other emergency conditions prevent Federal employees from safely traveling to or safely performing work at an approved work location ([5 U.S.C. 6329c\(b\)](#)). The inability to safely travel to an approved work location may result in “closure” of a Federal office (i.e., closed to the public and non-emergency employees) for the full day or authorization of a delayed arrival. Authorization of early departure may be based on unsafe conditions at the work location or unsafe travel conditions affecting travel from the work location, both of which make it unsafe for the employee to continue to perform work at the location. Depending on the conditions that affect a workday, the various operating status announcements have different procedures and application to an employee’s workday.

Regular/Recurring Telework – Telework occurs as part of an ongoing regular schedule such that the employee typically teleworks on the same day(s) and works at the traditional worksite on the other days during each biweekly pay period. Employees must receive supervisor/manager approval for the schedule (and any modifications to it), but do not need to obtain additional separate approval for each day they telework.

Remote Worker – An alternative work arrangement by which an employee is scheduled to perform the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite (e.g., home, other alternative location) other than the employee’s traditional worksite, either within or outside of the locality pay area of the traditional worksite and does NOT physically report to the traditional worksite twice each bi-weekly pay period on a regular/recurring basis. The employee’s official duty station must be changed to the alternative worksite for pay purposes, relocation expenses, travel expenses, etc., and must be documented on

the employee's SF-50, Notification of Personnel Action, even if the alternative worksite is within the same locality pay area as the traditional worksite.

Note: All remote work outside the U.S. requires approval from the Department of State, Chief of Mission. See "DETO" definition.

Situational Telework – Approved telework performed on an occasional, one-time, or irregular basis. An employee may be approved to telework on a situational basis (not regular/recurring), but must have successfully completed the required DOC telework training or approved bureau/OU specific training via the [Commerce Learning Center \(CLC\)](#) or other system capable of tracking when employees have successfully completed the course. An employee must have a telework agreement in place before participating. "Unscheduled telework" is a specific form of situational telework. (See "Unscheduled Telework" definition)

Telework – Official definition in 5 U.S.C. § 6501(3), "The term 'telework' or 'teleworking' refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work." The employee must be scheduled to physically report to the bureau/OU traditional worksite at least twice each bi-weekly pay period on a regular/recurring basis. The employee must physically report to the traditional worksite unless excused by their supervisor for legitimate reasons (e.g., approved leave, meeting at an offsite location). The duty station of the employee remains the duty station of the traditional worksite.

Telework Agreement – A signed written agreement between the employee and their supervisor/manager which provides the terms of the telework arrangement and contains the requirements under Section XIII of this policy.

Telework Eligible Position – A position is an eligible position unless the official duties require on a daily basis (every workday) the direct handling of secure materials determined to be inappropriate for telework by the head of the bureau/OU; **or** the employee performs on-site activities that cannot be performed at an alternative worksite.

Telework-Ready Employee – An employee who occupies a telework-eligible position and has completed the required telework training; has a signed individual telework agreement; and has the necessary equipment, etc. at the alternative worksite to perform the duties and responsibilities of their position during their period of telework. This includes employees under a regular/recurring agreement and those under a situational agreement.

Temporary Duty (TDY) Location – A place, away from an employees' official duty station, where the employee is authorized to travel.

Traditional Worksite (aka agency worksite, regular worksite) – The official bureau/OU physical location where work activities are based, generally considered a centralized location of an employee's assigned organization. This is the physical location where the employee would work absent a telework or remote work arrangement.

Traditional Workers – Individuals who do not have a voluntary telework agreement and perform the duties and responsibilities of their position at the traditional worksite.

Unscheduled Telework – Is a form of “situational” telework in which eligible telework-ready employees may telework when an operating status announcement includes “unscheduled telework.” Employees must follow their bureau/operating unit’s policies and procedures (including required notification of the employee's supervisor) and subject to any applicable collective bargaining requirements (as consistent with law).

VIII. POLICY

The DOC recognizes that a well-managed, widely used telework program has the potential to lead to benefits such as: (1) improved marketability (as a more competitive and inclusive employer); (2) reduced commuting time (that can contribute to an improved quality of work/life balance); (3) cost savings (in areas such as recruitment and retention of employees); and (4) an improved Continuity of Operations Plan (COOP). The DOC supports and encourages telework as a major element in its efforts to reduce its facility space requirements, thereby reducing its energy consumption, greenhouse gas emissions, surface ozone, rent, and other operating costs.

The DOC telework policy allows for remote work, but emphasizes it is not an employee’s right to remote work even if the duties/responsibilities of their position are conducive for this type of arrangement. Supervisors/managers need to consider equity in the office, bureau/OU, and the DOC as a whole. Supervisors/managers need to consider the current and future financial impact of a different locality pay area on pay, possible relocation expenses under the FTR if the remote work arrangement is not successful, and travel expenses under FTR when a remote worker is required to report to the traditional worksite to attend meetings, team-building sessions, conferences, etc.

Close and ongoing communications between employees and management in all aspects of telework/remote work are essential for a successful work arrangement. The policy acknowledges that the employees and management are equally responsible for contributing to the success of the specific telework/remote work agreement.

The policy gives bureaus/OUTs maximum flexibility to support telework on a day-to-day basis and in periods where the traditional worksite is unavailable or less available to part of the workforce. The policy allows for remote work, but cautions supervisors/managers on approving it solely on the portability of the duties and responsibilities of the position. Decisions must be made holistically, considering equity among employees, economic impact to the traditional worksite area, and current and future financial obligations and risks.

A. General Policy

Participation in telework and remote work is open to all eligible employees without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, parental status, military service, or other non-merit factors.

It is DOC policy to allow eligible employees to work at alternative worksites (i.e., home, or other approved location) in lieu of their traditional worksite during an agreed upon regular/recurring time of their regular tour of duty, or on a situational basis, if the employee's duties are conducive for teleworking/remote working, and the employee has an approved telework/remote work agreement in place. Supervisors/managers are encouraged to support telework for eligible employees of at least 4 days each biweekly pay period.

Employees who telework must physically report to the traditional worksite on a regular/recurring basis at least twice each biweekly pay period to maintain the duty station of the traditional worksite for pay purposes etc., even if their alternative worksite is within the locality pay area of the traditional worksite.

To carry out this policy to the maximum extent, the bureaus/OUs must establish a Telework Implementation Plan (Plan) consistent with this policy, and have the option to include remote work. The plan must be filed with the Office of Human Resources Management (OHRM). If a bureau/OU Plan is not filed, the bureau/OU will be considered as operating under the DOC Telework and Remote Work Plan.

An employee's decision to telework or remote work is voluntary unless it is a condition of employment (i.e., the employee is designated as an "emergency employee"), or is required to perform an agency essential function or other required function(s) as part of a COOP team, or is issued an evacuation order. In these instances, an employee may be required to work at home or at another approved alternative worksite.

B. Types of Telework

There are two types of telework: (1) routine telework in which telework occurs as part of an ongoing, regular schedule; and (2) situational telework that is approved on a case-by-case basis, where the hours worked are not part of a previously approved regular/recurring telework schedule. This situational telework includes "unscheduled telework" in which DOC office(s) are open but under an "Unscheduled Telework" operating status announcement by the Office of Personnel Management (OPM) or other appropriate authority.

Teleworkers must be scheduled to physically report to the traditional worksite on a regular/recurring basis at least twice each biweekly pay period regardless of whether their alternative worksite is within or not within the locality pay area. The employee must physically report to the traditional worksite unless excused by their supervisor for legitimate reasons (e.g., approved leave, meeting at an offsite location).

C. Eligibility

All DOC employees (except USPTO and NOAA Commissioned Officer Corps) who meet the definition of "employee" as defined in [5 U.S.C. § 2105](#) are covered by the policy, in accordance with the Act.

Exceptions. Employees who occupy positions for which telework/remote work is permitted may telework/remote work under this policy, unless they fall within the following categories:

1. The employee has been officially disciplined¹ for being absent without permission for more than 5 days in any calendar year. The days do not have to be consecutive, just within the same year. The offense could have occurred at any time during an employee's employment with the Federal Government.
2. The employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties² (see 5 U.S.C. §§ 6502(a)(2)(A) and (B));
3. The performance of the employee does not comply with the terms of the telework/remote work agreement between the supervisor and that employee³ (5 U.S.C. § 6502(b)(3)).

Precluded Due to the Nature of Work of the Position. While employees may be eligible because they meet the above requirements, they may be precluded from teleworking/remote working if the official duties of the position require on a daily basis (i.e., every workday):

1. Direct handling of secure materials determined to be inappropriate for telework by the agency head.
2. On-site activity that cannot be handled at an alternative worksite; or
3. Being a mobile worker (not eligible for telework due to the nature of their work).

D. Teleworking/Remote Working and Care for Elders, Children, or Other Dependents

If the elders, children, or other dependents residing with a teleworking/remote working employee can care for themselves for part of the workday, then their presence at the alternative worksite would not interfere with the employee performing their duties and responsibilities.

Teleworking/remote working employees who are responsible for caring for dependents at their home or other alternative worksite should coordinate with their supervisors to establish flexible schedules, to request appropriate leave, or to otherwise account for time spent engaging in dependent care.

¹ Definition of Officially Disciplined – A disciplinary action resulting in placement of a document in an employee's Official Personnel Folder (OPF); the ban on telework participation remains in effect as long as the document stays in an employee's OPF. A suspension or termination related to the items mentioned in PL 111-292 resulting in a document (SF-50) that permanently remains in the OPF would result in a permanent ban in telework participation.

² There are no exceptions for VIII.C.a.1 or VIII.C.a.2., above.

³ The length of this prohibition is up to the approving official.

E. Teleworkers, Remote Workers, Traditional Workers Are Treated the Same for Certain Purposes

1. Periodic appraisals of job performance of employees.
2. Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.
3. Work requirements; and
4. Other acts involving managerial discretion.

F. Performance Standards

Performance standards for telework-ready employees and remote workers must be the same as performance standards for traditional work employees. Expectations for performance should be clearly addressed in each employee's performance plan, and the performance plan should be reviewed to ensure the standards do not create inequities or inconsistencies between telework-ready/remote workers and traditional work employees. All employees are held accountable for the results they produce.

G. Performance of Teleworkers/Remote Workers

An employee will not be authorized to telework if their performance does not comply with the terms of the telework agreement (5 U.S.C. § 6502(b)(3)). While remote work is not specifically covered under 5 U.S.C. § 6502(b)(3), it is the policy of the Department that employees will not be authorized to remote work if their performance does not comply with the terms of their remote work agreement.

H. Remote Work

Remote work is not an entitlement, even if the duties of the position are conducive to this type of arrangement. These employees have received approval from their bureau/OU to perform the duties of their position at an alternative worksite (i.e., their home) 100 percent of the time without a requirement to physically report to the traditional worksite at least twice each bi-weekly pay period on a regular/recurring basis each pay period. The alternative worksite location becomes their official duty station for locality pay purposes, travel expenses, relocation expenses, etc., and must be documented on the employee's SF-50, Notification of Personnel Action, even if the alternative worksite is within the locality pay area of the traditional worksite.

1. Approval Process. Bureaus/OU have authority to determine the review and approval process. However, it is recommended that policies make clear the criteria by which remote work arrangements will be evaluated and approved/disapproved to avoid claims of favoritism or unfair or inequitable practices. In the absence of a bureau/OU remote work policy, the bureau/OU must have the approving official be no lower than the first level senior executive service employee in the employee's chain of command.

It is recommended that bureau/OUTs consult with the Office of General Counsel (OGC) regarding remote work agreements when the alternative worksite is outside of

the local commuting area of the traditional worksite, to ensure proper language is contained in the agreement to protect the Department if there is a need to terminate the remote work agreement.

Below are some items to consider in the review process:

- What is the percentage of the workforce that can reasonably work remotely without impact to mission or customer service?
- How will a remote work arrangement benefit the employee, the team, the organization, and the manager?
- How will remote workers communicate work progress on an ongoing basis to their supervisor, team members and other stakeholders?
- Are there work processes that need to be revised to incorporate remote work arrangements effectively?
- How will remote workers continue to access the resources they need to do their job?
- What support will employees need to meet job expectations in a remote work environment?
- How will managers interact with remote employees to ascertain whether employees are accomplishing their work at an acceptable level?
- What is the potential impact of the organization's physical footprint and plans for accommodating long-term fluctuations in the numbers of remote workers?
- What are the budgetary implications of a potential change of locality pay (i.e., locality payments, special rate supplements, and non-foreign area cost-of-living allowances)?
- What is the frequency with which remote workers will be required to visit the traditional worksite, and what are the budgetary implications of the associated travel costs (travel expenses under the Federal Travel Regulation (FTR) for employees working outside of the locality pay area, as well as reimbursement for local travel for employees working within the locality pay area but 50 miles or more away from the traditional worksite)?
Note: OPM recommends bringing remote workers into the traditional worksite at least biannually in order to build camaraderie, commitment to the mission, and productive communication among employees.
- What is the plan for accommodating remote workers with on-site workstations on those occasions when they are required to visit the traditional worksite;
- What are the budgetary (and associated mission-impacting) implications of potentially having to pay an employee's relocation expenses should management terminate the remote work arrangement?
- What is the proximity and access to a sensitive compartmented information facility (SCIF), as applicable?
- What is the proximity to an approved drug testing facility, as applicable?

2. Changing the Alternative Worksite. Remote workers may not change their alternative worksite without prior approval from their supervisor/manager. A change in worksite could require a change of duty station, which is a personnel action,

requiring supervisory approval and documentation. An employee cannot independently change their duty station or enter into a remote work status simply by moving out of the local commuting area.

3. Providing Equipment. If the Job Opportunity Announcement (JOA) specified that the work would be performed remotely, then the bureau/OU must provide the employee with the equipment needed to effectively perform the duties of the position. If the bureau/OU is permitting remote work at the employee's request, the bureau/OU has the latitude to decide what equipment to offer; and it should be documented in the agreement.
4. Relocation Expenses. While the bureau/OU is generally not required to cover relocation expenses for employee-driven requests to work remotely on a full-time basis, relocation reimbursement **may apply** if the bureau/OU chooses to relocate the employee back to the traditional worksite. Responsibility for relocation expenses should be covered in the remote agreement, especially if the arrangement was initiated at the employee's request. It is recommended that the bureau/OU consult with the OGC about the payment of relocation expenses and the responsibility thereof, when the remote work agreement is terminated
5. Severance Pay. Remote work agreements should address severance pay. If a separated employee otherwise meets the conditions for severance pay eligibility in [5 CFR § 550.704](#), they may be entitled to severance pay as computed under [5 CFR § 550.707](#) unless the bureau/OU and employee enter into a written agreement in advance that provides otherwise. When a remote work arrangement is initiated at the request of an employee for personal reasons, it is recommended that the bureau/OU consult with the OGC regarding severance pay language in the agreement.
6. Travel/Relocation (General Services Administration). Remote work agreements should address travel/relocation expenses. Federal Travel/Relocation policies and regulations fall under the purview of the General Services Administration. Bureaus/OUTs must be aware that remote workers may be entitled to receive travel and relocation benefits under the Federal Travel Regulation (FTR), [CFR 41, Chapters 300-304](#), depending on their location. Local travel costs, are not under the authority of the FTR and are provided under DOC Travel Policy.

When remote work is initiated at the employee's request to accommodate their personal circumstances it is recommended that the bureau/OU consult with the OGC about the payment of relocation expenses and the responsibility thereof, when the remote work agreement is terminated.

The FTR defines official station as:

Official station—An area defined by the agency that includes the location where the employee regularly performs their duties or an invitational traveler's home or regular place of business (see §301-1.2). The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no

part of the area is more than 50 miles from where the employee regularly performs their duties or from an invitational traveler's home or regular place of business. If the employee's work involves recurring travel or varies on a recurring basis, the location where the work activities of the employee's position of record are based is considered the regular place of work.

7. Compensatory Time Off for Travel. Remote work agreements should address compensatory time off for travel. Employees who are officially ordered to travel away from their official worksite may be afforded compensatory time off for travel, in accordance with applicable law and regulations, based upon the approved travel itinerary.
8. Coding Time & Attendance (T&A). Remote work is not telework; therefore, is not coded as telework on a T&A record.

I. Domestic Employees Teleworking Overseas

On June 7, 2016, the Department of State (DOS) distributed an Executive Secretary Memorandum, "Requirements for Executive Branch Employees Teleworking in Foreign Locations," known as a DETO (Domestic Employee Teleworking Overseas) Agreement. Specifically, unless exempted by Presidential directive or legislation, Executive Branch Federal employees conducting official U.S. Government business in foreign countries are subject to the DOS's Chief of Mission authority, and their presence at an overseas post must be preapproved from the Chief of Mission. Employees have no authorization to work from a foreign location without an approved DETO Agreement and Official Chief of Mission approval. DETO agreements are not needed for U.S. territories and possessions; however, the employee's locality pay changes.

There are two types of DETOs: 1) Sponsored DETO – when a DOC employee is on U.S. Government orders of a spouse or partner; 2) Individual DETO – when a DOC employee is NOT on a U.S. Government order of a spouse or partner.

It is DOC policy that **only Sponsored DETO Agreements** will be considered, and the DETO must not incur any additional costs to the bureau/OU than it would otherwise cost for the employee to work at their normal location. Individual DETOs are not authorized. Before submitting a request for a Sponsored DETO to the DOS, the request must be approved by the Office of the Chief Information Officer (OCIO), the Office of Security (OSY), Employment and Labor Law Division/Office of the General Counsel, and OHRM.

Once DOC approvals are provided, the Head of the Bureau/OU must submit a request to the Director, requesting the DETO be submitted to the DOS for approval, along with the DOC approvals, the signed DETO Agreement, and the employee's position description or statement of duties. OHRM will draft a memo to the Executive Director of the DOS Regional Bureau. Upon approval of the Executive Director of the DOS Regional Bureau, the DOS will send the request to the Chief of Mission. Only after Chief of Mission approval, the employee submits a request through either the NSDD38 electronic system (for DETOs of 1 year or more), or through the e-country clearance system (for DETOs of less than 1 year).

The overseas duty station (overseas alternative worksite) must be documented on their SF-50, Notification of Personnel Action. Locality pay is only for the lower 48 states and Washington, D.C., plus Alaska, Hawaii, and the U.S. territories and possessions. DETO employees are not eligible for locality pay; they receive their appropriate GS/equivalent base pay. They are also not eligible for danger pay, or any other pay entitlements that a non-DETO employee would receive if assigned to the same overseas area.

The Department of State's policy that can be used as a guide is 3 Foreign Affairs Manual (FAM) 2370.

J. Pay and Leave

1. Locality Pay. An employee's locality rate of pay is based on the employee's official duty station (aka official worksite) and is determined in accordance with [5 CFR § 531.604\(b\)](#). The bureau/OU must determine and designate the official duty station for an employee covered by a telework or remote work agreement using the criteria in VIII. N., below.
2. Premium Pay. The same premium pay rules apply to employees when they telework and remote work as when they work at the traditional worksite.

Telework-ready and remote work employees who perform work while under an Operating Status of *closed, delayed arrival, early departure, etc.* are not entitled to receive overtime pay, credit hours, or compensatory time off in lieu of overtime payment for performing work during their regularly scheduled hours.

3. Leave. The same leave regulations apply to employees when they telework and remote work as when they work at the traditional worksite. Employees must follow the same procedures as traditional work employees for requesting and obtaining leave approval, in compliance with their office procedures, or the terms of an applicable CBA.

K. Weather and Safety Leave

OPM's weather and safety leave regulations, implementing the provision of [5 U.S.C. § 6329c](#), the Administrative Leave Act of 2016, section (b), "Leave for Weather and Safety Issues," states that all telework program participants will be ineligible for weather and safety leave when a closure is announced except in rare circumstances when one of the exceptions under [5 CFR § 630.1605\(a\)\(2\)](#) is applicable. Since the rationale for teleworkers is the same for remote workers the following applies:

1. Bureaus/OUs cannot provide weather and safety leave to a telework-ready or a remote worker who is able to continue working safely at an approved alternative worksite during severe weather or other emergency situations. Generally, telework-ready and remote work employees will not receive weather and safety leave, since they are not usually prevented from performing work at an approved location due to a weather or other safety-related emergency.

2. Written agreements must indicate, in accordance with bureau/OU policy and any applicable CBAs, that telework-ready and remote work employees are required to work from their alternative worksite, if their alternative worksite is their home, when their traditional worksite is closed by other than Federal law/Executive order. Telework-ready and remote work employees must follow their written agreements.
3. On a case-by-case basis, the supervisor should excuse a telework-ready or remote work employee from duty without charge to paid personal leave or loss of pay during an emergency, if the employee is prevented from working when: (1) the emergency adversely affects the alternative worksite (e.g., disruption of electricity, or network connection problems that prevent telework); or (2) the telework-ready or remote work employee's duties are such that they cannot continue to work without contact with individuals at the traditional worksite, and those individuals are not present.
4. If the telework-ready or remote work employee faces a personal reason that prevents them from working successfully at the alternative worksite, the employee may request the appropriate leave (annual, sick, compensatory, credit hours, compensatory time for travel). The employee also may request to change their alternative work schedule, if applicable.
5. Systems are to be in place to support telework/remote work in an emergency, including a communication process to notify COOP personnel, emergency, and non-emergency employees of the activation of the bureau/OU's emergency plan, and the bureau/OU's "operating status" during the emergency.
6. As with traditional worksite employees, telework and remote work employees may not receive weather and safety leave for hours during which they are on other preapproved leave (paid or unpaid) or paid time off ([5 CFR 630.1606\(c\)](#)).

L. Operating Status Announcement and Telework/Remote Work

In the Washington, D.C. area, OPM-issued operating status announcements apply to employees working in all executive agencies with offices located inside the Washington Capital Beltway. Employees working in offices located outside of the Washington Capital Beltway must follow the operating status announcements issued by their bureau/OU. While Federal Executive Boards (FEBs) do not cover the entire United States, FEBs are currently located in 28 metropolitan areas that are major centers of Federal activity. In these areas, the FEB provides up-to-date, accurate, and consistent information so Federal field office heads can make informed decisions on operating status announcements for their employees in those areas.

1. Unscheduled Telework. This type of telework allows telework-ready employees to work from home or at an approved alternative location upon notification to their supervisor in accordance with the terms of the written agreement, and/or applicable CBA.

2. Federal/DOC Offices Are Closed. Telework-ready employees working from home must work when Federal/DOC offices in their local commuting area are closed (other than for Federal holidays or holidays declared by Executive order), even if it is not the employee's regularly scheduled telework day. Telework-ready also includes employees under a situational telework agreement. However, on a case-by-case basis, weather and safety leave may be provided if the employee is unable to continue working. (See Section VIII.K.3 above.)
3. Early Dismissal/Delayed Arrival. Teleworkers working from their homes, are not dismissed from duty for any part of the workday. However, on a case-by-case basis, supervisors may grant weather and safety leave for all or part of the day if the employee is unable to continue working. (See Section VIII.K.3 above.)

Note: Remote workers must work from their alternative worksite during any of the above operating announcements, unless their duties are such that they cannot continue to work without contact with individuals at the traditional worksite, and those individuals are not present. Remote workers must discuss other possible work duties with their supervisors and receive approval for weather and safety leave.

M. Emergency at the Alternative Worksite

When an emergency affects only the alternative worksite for a major portion of the workday, the telework-ready employee may be expected to report to the traditional worksite, or to another approved alternative worksite, or request approval of paid personal leave, as applicable (i.e., annual, compensatory time, compensatory time off for travel, credit hours, etc.). However, on a case-by-case basis, the supervisor may grant an appropriate form of excused absence if the employee is unable to continue working. (See Section VIII.K.3.) The supervisor may also grant an appropriate form of excused absence if the remote worker is unable to continue working.

N. The Official Duty Station

The location of an employee's position of record where the employee regularly performs their duties. If the employee's work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as approved by their supervisor/manager. An employee's official duty station determines the appropriate locality pay area for pay purposes for General Schedule or equivalent employees ([Title 5, CFR § 531.605](#)). It also impacts other expenses such as relocation and travel expenses under the FTR.

1. Documentation. The official duty station must be documented on the employee's SF-50, Notification of Personnel Action.
2. Temporary Details. There is no change to the official duty station for employees temporarily detailed to a position in a different location without a change in the permanent position of record. They maintain the locality pay area of the permanent

position of record. For additional information on official duty stations, please see http://www.opm.gov/oca/pay/html/Official_Duty_Station.asp.

O. Determining the Official Duty Station

The official duty station is the location of the traditional worksite as long as the employee is scheduled to physically report to the bureau/OU traditional worksite at least **twice each biweekly pay period** on a regular/recurring basis. The employee must physically report to the traditional worksite unless excused by their supervisor for legitimate reasons (e.g., approved leave, meeting at an offsite location).

1. The official duty station is the alternative worksite (i.e., home or other alternative worksite) if the employee does NOT meet the requirement above and report at least twice each biweekly pay period on a regular/recurring basis to the traditional worksite, unless excused by their supervisor for a legitimate reason. This is true even if the alternative worksite is within the same locality pay area.

When an employee does not meet the requirement above and report to the traditional worksite at least twice each biweekly pay period on a regular/recurring basis, unless excused by their supervisor for a legitimate reason, the employee is not a teleworker, they are a remote worker.

2. In the case of an employee whose work location varies on a recurring basis, the employee does not need to report at least twice each bi-weekly pay period at the traditional worksite as long as the employee is regularly performing work within the locality pay area for the traditional worksite.

Note: Employees occupying Senior Executive Service (SES) positions, Senior Level (SL) positions, and Scientific or Professional (ST) positions do not receive locality pay. Therefore, there are no pay implications if these employees work the entire 80 hours of the pay period in a different locality pay area than their official duty station. They continue to receive the same pay.

P. Exception to a Change in the Duty Station Rule for a Temporary Situation

In certain temporary situations, a bureau/OU may continue to designate the location of the traditional worksite as the official duty station of a teleworker, even though the employee is not able to report to the traditional worksite at least twice each biweekly pay period on a regular/recurring basis.

Note: The fact that an employee may receive lesser pay or benefits if the official duty station is changed to the temporary worksite location is not a basis or justification for using this exception.

The intent of this exception is to address temporary situations in which an employee is expected to return to their regular worksite when the temporary situation or agreed upon time period has concluded.

In making these determinations, supervisors/managers need to consider pay equity between the employee receiving this exception and other employees who are working in the same locality pay area as either their traditional worksite location or their permanent alternative worksite location. The temporary exception should generally be used only in cases where: (1) the employee is expected to return to their regular worksite (i.e. telework location, remote work location, traditional worksite) in the near future, or (2) the employee is expected to continue working at the temporary worksite but will be able to report to the regular worksite at least twice each biweekly pay period on a regular/recurring basis in the near future. Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition;
- Emergencies that prevent an employee from regularly commuting to the traditional worksite or working at their alternative worksite, such as in a severe weather emergency or a pandemic health crisis. (For instance, in the aftermath of a hurricane or flood, an employee may be forced to temporarily relocate, making commuting to the regular worksite twice each biweekly pay period on a regular/recurring basis not possible. If the employing bureau/OU sets up telework arrangements for the employee, a temporary exception to the twice-a-pay-period requirement would be appropriate.);
- An extended period of approved absence from work (e.g., paid leave);
- A period in which the employee is in TDY status away from their regular worksite; or
- A period during which the employee is temporarily detailed to work at a location other than their regular worksite.

Q. Establishing the Work Schedule

Work schedules identify the days and times an employee will work while teleworking or remote working in the same manner as identified for working at the traditional worksite. Normally, telework and remote work schedules parallel those at the traditional worksite; however, they can differ to meet the needs of the organization and participating employees' needs. Work schedules may also include fixed times during the day for supervisor–employee telephone conversations, team meetings, etc. that may be helpful to ensure ongoing communication, and should be similar to the basic level of interaction with those at the traditional worksite. For additional information on hours of duty, please visit DOC's "[Alternative work schedules](#)."

IX. THE BUREAU/OPERATING UNIT TELEWORK IMPLEMENTATION PLAN

Prior to implementing a bureau/OU telework program, the bureau/OU must submit a Telework Implementation Plan (Plan) to OHRM for compliance review/approval. If a bureau/OU Plan is not filed, the bureau/OU will be considered as operating under this DOC Telework and Remote Work Plan.

Each bureau/OU Plan must:

1. Indicate that the Telework Assessment Tool (See Appendix A) is a tool for use by the appropriate management official and the employee in helping to determine the appropriateness of the employee teleworking. It should be provided to employees prior

to their submission of a request to telework.

2. Indicate that the duration of the written agreement is to be established by the employee and the approving official. The agreement must include the duration of the individual telework agreement.
3. Encourage supervisors/managers to permit telework-ready employees to telework on a regular/recurring and/or situational basis for at least 4 days per biweekly pay period. Each situation must be evaluated on the unique facts of the situation.
4. Indicate procedures for notifying each employee of their eligibility or ineligibility to telework. All employees are assumed eligible to telework unless they fall under one of the three statutory bars to telework or are determined to be precluded from teleworking due to the nature of their position. Such determinations must be made position-by-position, based on the duties of the position and the needs of the service.
5. Advise employees that agreeing to an individual telework agreement is voluntary unless telework is a condition of employment (emergency or COOP designation). Note: There are situations when an employee without a telework agreement may be required to work from an alternative worksite (e.g., home) such as under evacuation orders⁴. This is not considered telework under the terms of this policy. Under an evacuation order, the employee may be required to do any work for which the employee is qualified.
6. Require the agreement to provide that an employee may not be authorized to telework if their performance does not comply with the terms of the agreement between the approving official and themselves.
7. Require the agreement to stipulate that the employee must be performing at the Fully Successful (or equivalent) level or better to telework. This can be assumed to be true for employees without a DOC rating of record; however, once they receive a rating of record, the Fully Successful or equivalent level or better must be met to continue teleworking.
8. Advise telework-ready employees they are required to work when their traditional worksite is closed for reasons other than a Federal holiday or Executive order, even if it is not their regular telework day.
9. Establish policies for addressing requests from employees to become remote workers, and governing the conditions of that arrangement.
10. Establish a communications process to notify employees designated as COOP emergency relocation group (ERG) members or “emergency” personnel about telework flexibilities.
11. Establish and include a process for approving telework or remote work arrangements (e.g., applications, approval levels, timelines for approval/denial, training requirements,

⁴ See Section VII, Definitions, “Evacuation Order.”

and written agreements).

12. Identify process for changing/modifying telework arrangements (schedules or locations).
13. Require the employee to successfully complete the required training prior to approval of their written agreement.
14. Bureaus/OUTs may use Telework Fundamentals for Managers and/or Fundamentals for Employees as the required training. Bureaus/OUTs may also develop their own interactive telework training programs consistent with Department policy. The programs must permit the tracking of all students who take the course by showing when the course was taken, the name of the student, and the date of successful completion. Although prior clearance and approval are not required, the bureau/OU **must** submit the program to OHRM for oversight purposes.
15. Require an employee wishing to telework to sign an agreement that includes all the mandatory requirements listed in XIII.A and any other conditions agreed to by the supervisor and employee, or consistent with the terms of an applicable CBA. Describe the process for obtaining authorization and the level of authorization required for the expenditure of funds to cover expenses associated with approved telework arrangements.
16. State that telework-ready and remote work employees will receive the same treatment and opportunities as traditional work employees (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.).
17. Require that all hours teleworked be recorded under the appropriate telework category each pay period in the designated T&A system.
18. Include a process for providing orientation and training for new telework-ready employees and their supervisors regarding policy, bureau/OU specific programs, and their responsibilities.
19. Specify how to contact the bureau/OU telework coordinator.
20. Include language indicating that all employees designated as “emergency” or with COOP responsibility, must have an approved individual telework agreement.
21. Include bureau/OU information technology (IT) and cybersecurity guidelines.
22. Establish procedures for administering and evaluating the telework program.

X. ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES

It is important to distinguish between ordinary requests to telework and requests from persons with disabilities for reasonable accommodation. Approving officials/supervisors should consult [DAO 215-10, “Reasonable Accommodation Policy,”](#) and the Disability Program Manager as

part of the interactive process established by the Rehabilitation Act, in order to fully understand supervisors' responsibilities under the law.

As governed by Section 501 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et. seq., the Rehabilitation Act and [DAO 215-10](#), the determination as to whether an employee may be granted telework as a reasonable accommodation due to a disability should be made through the Reasonable Accommodation Coordinator, the employee's first-line supervisor, and the employee.

XI. MANDATORY TELEWORK TRAINING

A. Approving Officials Complete Telework Training

All approving officials must successfully complete the appropriate DOC-approved training programs prior to approving a written telework agreement.

B. Employees Complete Telework Training

All employees who want to telework must successfully complete the appropriate DOC-approved training before approval of their written agreement. Upon successful completion of the training, the employee must provide proof of successful completion of the course to their approving official.

C. Employees Complete Security Training

All employees are required to complete all mandatory IT security training, including the annual training.

XII. PREPARING FOR THE INDIVIDUAL TELEWORK/REMOTE WORK AGREEMENT

The following actions are to be taken when establishing a written agreement:

A. Employee Submits a Completed Telework/Remote Work Agreement

The interested employee submits a completed telework/remote agreement and telework safety checklist in accordance with their bureau/OU policy or the terms of an applicable CBA. (See Appendix B, "Telework Request/Agreement," Appendix C, "Remote Work Agreement," for a sample templates, and Appendix D, "Safety Checklist (telework and remote work)."

B. Employee and Supervisor Discuss Proposed Telework/Remote Agreement

The employee and supervisor/manager discuss the proposed agreement and communications (phone calls, emails, virtual meetings, etc.) between the employee and supervisor/manager.

Supervisors may utilize Appendix E, “Telework Agreement – Supervisor Checklist,” and Appendix F, “Remote Worker Agreement – Supervisor Checklist.”

XIII. INDIVIDUAL TELEWORK AGREEMENTS⁵

The written agreement provides the framework for the discussion that needs to take place between the employee and the supervisor/manager before the employee signs the agreement.

A. Mandatory Requirements

1. Indicate the duration of the agreement in the written agreement.
2. All written agreements must contain a notice clearly informing the employee they are required to telework whenever their traditional worksite is closed (other than for Federal holidays or Executive orders), even if it is not their regularly scheduled telework day.
3. All written agreements must contain notification that when the appropriate authority announces, “Unscheduled Leave” or “Unscheduled Telework,” telework-ready employees may elect either option by notifying their supervisor consistent with the employee’s written agreement or the terms of an applicable CBA. Employees are to be reminded that if they elect to perform unexpected telework, they must have a sufficient amount of work to complete in their period of telework. If the employee does not have enough work, they may either take unscheduled leave for the entire workday or use unscheduled leave to account for hours not worked.
4. The agreement must provide that an employee is not authorized to telework if their performance does not comply with the terms of the written telework agreement.
5. The purpose of the telework may not be to perform official time.⁶ The employee must first be performing management-assigned duties before any official time request can be considered. The agreement must set forth the expectations, i.e., management-assigned work, agreed upon by management and the employee, so the employee has prior knowledge of these expectations.
6. Management may find it necessary to require a non-emergency, telework-ready employee to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference). This should not be a last-minute surprise, but a special work circumstance that both the supervisor and employee know about, discuss, and plan in advance as the special work requires.

⁵ Please see Section VIII.H. “Remote Work” for guidance on remote work agreements as well as Appendix C, “Remote Work Agreement,” Appendix D, “Safety Checklist (Telework and Remote work),” and Appendix F, “Remote Worker Agreement – Supervisory Checklist.”

⁶ See Section VII, Definitions, “Official Time.”

Note: Management will be required to compensate “remote” workers for their travel, even when their alternative worksite is within the locality pay area of the traditional worksite, if their alternative worksite is more than 50 miles from the traditional worksite

7. Days may be specified or flexible due to business necessity or an employee’s request. Hours to be worked are to be annotated and in accordance with the traditional worksite reporting times.
8. Clarify any assumptions regarding work locations (e.g., if expected to work from home only) as well as frequency and modes of communication (e.g., email vs. telephone, core hours for contact, speed of returning calls).
9. Be clear if the employee is designated as an “emergency employee” or part of COOP and expected to work during a COOP event such as a national or local emergency, or a COOP exercise. All COOP and ERG members must have a telework agreement on file and be prepared to telework at any time.
10. Outline any additional requirements (technology, specific software, data security, etc.)

B. Modifications and Termination

1. Telework is a workplace flexibility (unless designated as a condition of employment), not a legal right and does not change the terms and conditions of employment. The operational needs of the bureau/OU are paramount; employees who telework do not have an automatic right to continue to telework. In accordance with the Act, an employee may not be authorized to continue teleworking if their performance does not comply with the terms of the written agreement between the approving official and the employee.

Note: It is recommended that the bureau/OU consult with the OGC about the payment of relocation expenses and the responsibility thereof, prior to the termination of a remote work agreement, as applicable.

2. Management shall provide sufficient notice, when feasible, before modifying or terminating a written agreement to allow the affected employee to make necessary arrangements. The reason for termination **must** be documented, signed by the approving official, and provided to the employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect.
3. The employee may request to modify the current agreement (e.g., change the regular teleworking day) by submitting a new Telework Application/Agreement and Modification of Telework Agreement with only the requested change indicated.

XIV. TERMINATION OF AGREEMENTS AND APPEALS PROCESS

A. Telework and Remote Requests and Agreements May Be Denied or Terminated

Telework and remote work requests and agreements may be terminated or denied by the approving official in accordance with the terms of an applicable CBA and as long as the denial or termination decision is based on operational needs, conduct, or performance in accordance with the law and any applicable CBAs, not personal reasons or mere managerial preferences. (See Appendix G, “Optional Telework Termination Form”)

B. Immediate Denial

The approving official must immediately deny or terminate telework agreements as applicable, if the employee fails to be eligible due to 5 U.S.C. §§ 6502(A)(2) or (B)(3). It is also the policy of the Department to apply the same eligibility criteria to remote workers; therefore, the approving official must immediately deny or terminate a remote work agreement, as applicable, if the employee fails to meet the eligibility requirements described in 5 U.S.C. §§6502(A)(2) or (B)(3).

C. Written Justification

The approving official must provide written justification to the affected employee, to include information about when or if the employee would be eligible to reapply, and if applicable, what actions the employee should take to improve their chance of future approval. Approving officials are to provide employees, and maintain copies of, signed written denials or terminations of telework agreements.

D. Termination by the Employee

An employee may terminate their written telework agreement by written notice to the approving official. The employee may terminate their written remote work agreement in accordance with the terms of the agreement.

E. Administrative Grievance Procedures

Telework-ready and remote employees not covered by a negotiated grievance procedure must use the administrative grievance procedure in [DAO 202-771, “Administrative Grievance Procedure,”](#) to appeal issues relating to their telework/remote work status or other telework/remote work matters.

F. Negotiated Grievance Procedure (NGP)

Employees covered by an NGP that does not specifically exclude this matter must use the applicable NGP.

G. Discrimination

Employees who believe they are the victims of prohibited discrimination may utilize the Equal Employment Opportunity Commission's complaint procedures or the applicable negotiated grievance procedures (NGP), as appropriate.

XV. PROGRAM OVERSIGHT AND RESPONSIBILITIES

A. Office of Human Resources Management (OHRM)

OHRM is responsible for oversight of the Department of Commerce Telework and Remote Work Plan and for any reporting requirements to OPM. OHRM will review and monitor the various plans to ensure consistency across the bureaus/OU's with implementing the program.

B. Bureau/Operating Unit (OU)

Each bureau/OU is responsible for the development, funding, administration (including providing a designated Telework Coordinator), operation, and evaluation of its telework Plan. The evaluation should be accomplished in collaboration with the exclusive representative, if any. Each bureau/OU will develop a telework Plan consistent with this broad DOC Telework and Remote Work Plan and submit it to OHRM for compliance review/approval. When a bureau/OU lacks a telework Plan, the bureau/OU will be covered under the DOC's Telework and Remote Work Plan.

C. Supervisors/Managers

Supervisors/managers are responsible for the overall management and success of teleworking/remote working, if applicable, in their work units, including day-to-day operations. They are encouraged to permit employees to telework on a regular/recurring and/or situational basis for at least 4 days per biweekly pay period when requested by eligible employees. Supervisors/managers may also approve remote work requests in accordance with the terms of this DOC Telework and Remote Work Plan and the applicable bureau/OU Implementation Plan. Each request must be evaluated on the unique facts of the situation, the duties of the position, the needs of the office, budget implications, etc. Telework-ready and remote work employees and their approving officials are responsible for annually reviewing the written agreement to ensure it is current. The date of the review must be documented.

D. Telework Managing Officer (TMO)

The TMO shall be an SES official of the DOC with direct access to the Secretary of Commerce, and who has policy and program oversight of the DOC-wide telework program. The TMO serves as an advisor for DOC leadership.

E. Telework Program Manager (TPM)

The TPM shall be located in OHRM, and is a resource for Telework Coordinators, supervisors, approving officials, and employees. The TPM is responsible for responding to all inquiries from bureaus/OUs, and from other organizations such as OPM and the Office of Management and Budget (OMB). The TPM will maintain and forward data from all bureaus/OUs to the TMO, including an explanation of whether or not the bureau/OU is working satisfactorily toward the requirements detailed in this policy and, if not, what actions are being taken to identify and eliminate barriers to maximizing telework.

F. Telework Coordinators (TC)

The TCs provide bureau/OU policy and procedural guidance as well as advice and assistance to their bureau/OU-level personnel tasked with policy and implementation plan development. In addition, they work with senior-level managers in establishing and obtaining bureau/OU telework goals, objectives, and reporting requirements. The TC will, in partnership with the approving official and the exclusive representative, if applicable, establish a procedure for notifying each employee of their eligibility or ineligibility to telework, and coordinate a process for approving and tracking telework and remote work arrangements. The TC will answer questions and provide guidance to employees and supervisors as well as an orientation for new teleworkers.

The TCs will develop and maintain a reporting system that captures telework and remote work participation, terminations, and denials. The TCs are responsible for providing the following information to the TPM upon request:

1. The degree of participation by employees of each bureau/OU during the period covered by the report.
2. The method for gathering telework/remote work data in each bureau/OU.
3. The reasons for positive or negative variations in telework participation if the total number of employees teleworking is 10 percent higher or lower than in the previous year of the reporting activity.
4. The bureau/OU goal for increasing telework participation if applicable.
5. An explanation of whether a bureau/OU met its established goal(s) for the last reporting period and, if not, what actions are being taken to identify and eliminate barriers.
6. An assessment of progress made in meeting participation rate goal(s) and other telework goal(s) (i.e., the impact of telework on recruitment and retention, performance, etc.).
7. A description of best practices, if applicable.
8. A central file of all approved written agreements for the bureau/OU.

XVI. REPORTING REQUIREMENTS

The bureau/OUTs, via their TC, are required to respond to TPM requests for a variety of reporting requirements/initiatives. Below is information that might be requested, though it is not inclusive.

1. The degree of participation by employees of each bureau/OU teleworking during the period covered by the report.
2. The method for gathering telework data in each bureau/OU.
3. The reasons for positive or negative variation in telework participation if the number of bureau/OU employees teleworking is 10 percent higher or lower than in the previous year.
4. The bureau/OU goal for increasing telework participation to the extent practicable or necessary.
5. An explanation of whether or not a bureau/OU met its goals for the last reporting period and, if not, what actions are being taken to identify and eliminate barriers.
6. An assessment of the progress made in meeting bureau/OU participation-rate goals and other goals related to telework, such as the impact of telework on emergency readiness, energy use, recruitment and retention, performance, productivity, and employee attitudes and opinions regarding telework.
7. Best practices in the bureau/OU.

XVII. IT SECURITY REQUIREMENTS FOR TELEWORK-READY EMPLOYEES

Telework-ready and remote work employees must abide by the IT security requirements conveyed in the Commerce Information Technology Security Program Policy, Commerce Information Technology Requirements, Frequently Asked Questions, and IT Security Policy memos. The Telework/Remote Work Agreement signed by the employee and their supervisor may describe additional security requirements. DOC IT security documentation can be found at: http://home.commerce.gov/CIO/ITSITnew/IT_Security_Program_Documentation.html

Telework-ready and remote work employees must abide by bureau/OU-specified IT security requirements. Supervisors are responsible for ensuring that employees agree to comply with all existing IT security requirements and to ensure that employees are accountable.

XVIII. POLICY ON INFORMATION TECHNOLOGY SECURITY

The DOC's CIO is responsible for issuing and maintaining IT and eGov policies and minimum implementation standards, including remote access and safeguarding of sensitive information. These policies and minimum implementation standards outline responsibilities of bureau/OU CIOs as well as teleworkers/remote workers to enable an effective working environment for the

employee and the protection of DOC systems from undue risk. Operating unit CIOs, with the support of their IT security officers, are responsible for establishing teleworking IT security procedures specific to their bureau/OU and providing secure telecommuting resources and operational controls commensurate with the sensitivity of the data processed (along with policies and minimum implementation standards provided by the CIO). The DOC's policy on remote access is at

https://connection.commerce.gov/sites/connection.commerce.gov/files/media/files/2014/citr-008_remote_access.pdf

Supervisors are responsible for ensuring that telework-ready and remote work employees agree to comply with all existing security policies and procedures, including IT security. Telework-ready employees also agree that their responsibilities, described in Section 3.3.9 of the DOC's "IT Security Policy and Minimum Implementation Standards," remain in effect while on telework/remote work status. Other pertinent bureau/OU policies on IT security may also exist; supervisors are responsible for ensuring that employees agree to follow all applicable policies.

The workplace and workstation must be set up to accomplish secure information processing, including the proper storage of Sensitive Information in both electronic and paper form. The telework-ready and remote work employee, following bureau/OU policies, must minimize security vulnerabilities to the workstation and the DOC network.

XIX. PROTECTING THE SECURITY AND CONFIDENTIALITY OF RECORDS

All telework-ready and remote work employees must ensure that records subject to the Privacy Act of 1974, or which have sensitive Personally Identifiable Information (PII) or Business Identifiable Information (BII), are not disclosed to anyone except those who have been authorized access to such information to perform their duties. Bureaus/OUTs must ensure that appropriate physical, administrative, and technical safeguards are used to protect the security and confidentiality of such records.

A. Disclosure of Records from an Agency System of Records

1. Telework-ready and remote work employees are responsible for ensuring that their disclosure of a record (information) from any agency system of record complies with the Privacy Act of 1974.
2. The Privacy Act of 1974 defines a 'system of records' as a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Department of Commerce system of record notices (SORNs) are posted at <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=PAI&browsePath=2005&isCollapsed=false&leafLevelBrowse=false&yord=0>.
3. The Privacy Act of 1974 prohibits the disclosure of a record (information) from an agency system of record that is not identified as a routine use in that system's SORN,

does not comply with an exemption identified in the SORN, or does not comply with 1 of the 12 exceptions to the non-disclosure-(to third parties)-without-consent rule.

4. A Privacy Act incident occurs when an officer or employee of the agency, who by virtue of their employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by [5 U.S.C. § 552a](#) (or regulations established thereunder), and discloses the material in any manner to any person or agency not entitled to receive it. Knowing misuse or release of information protected by the Privacy Act of 1974 can subject an employee to fines and/or criminal sanctions.
5. Telework-ready and remote work employees must immediately report a suspected or confirmed Privacy Act incident to their bureau/OU privacy officer or the Computer Incident Response Team (CIRT) and immediate supervisor.

B. Proper Handling of PII and BII

1. Telework-ready and remote work employees are responsible for the safeguarding of PII and BII.
2. PII is information that can be used to distinguish or trace an individual's identity, such as name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information, which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. Sensitive PII, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.
3. Types of PII considered sensitive when associated with an individual are: social security number (including truncated form), place of birth, date of birth, mother's maiden name, biometric information, medical information (except brief references to absences from work), personal financial information, credit card or purchase card account numbers, passport numbers, potentially sensitive employment information (e.g., personnel ratings, disciplinary actions, and results of background investigations), criminal history, and any information that may stigmatize or adversely affect an individual. The DOC's IT Privacy Policy provides that breaches of sensitive PII are subject to notification/reporting requirements.
4. When deciding whether PII is sensitive or non-sensitive, it is important to consider the type of information, obligations, or expectations regarding the protection of information, risk (probability and consequences) of loss or compromise of information, and context of information. Context is particularly important. The same types of information can be sensitive or non-sensitive depending upon the context. For example, a list of names and phone numbers for the Department softball roster is very different from a list of names and phone numbers for individuals being treated for an infectious disease. It is important to use good judgment when deciding whether PII is sensitive or non-sensitive. When in doubt, treat PII as sensitive.

5. The Department's policy states that if sensitive PII must be electronically transmitted, it must be protected by secure methodologies such as encryption, Public Key Infrastructure, or secure socket layers. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements for Cryptographic Modules" provides the standard to which encryption methodologies must conform. The transmission of sensitive PII, even if protected by secure means, must be kept to a minimum. Check with your bureau/OU's Office of the Chief Information Officer to determine methods or services they are using to support the electronic transmission of sensitive PII.
6. In addition to sensitive PII, telework-ready and remote work employees must ensure the safeguarding of BII. BII is information that is defined in the Freedom of Information Act as "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." "Commercial" is not confined to records that reveal "basic commercial operations" but includes any records (information) in which the submitter has a "commercial interest" and can include information submitted by a non-profit entity. Terms for BII that must be protected from disclosure include "confidential business information," "confidential commercial information," and "proprietary information."
7. Sensitive PII and BII can be stored on Government systems only, and saved, stored, or hosted only on DOC-authorized equipment (including contractor-owned equipment or a system that is approved to be used as a Government system). Computers that are personally-owned may not be used to save, store, or host sensitive PII and BII that is collected or maintained by the Department.
8. Sensitive PII and BII must be sent encrypted as an email attachment and encrypted on mobile computers, media (e.g., CDs, DVDs, USB drives), and devices (e.g., laptops, hard drives). When faxing sensitive PII and BII, an advisory statement about the contents must be included on the cover sheet, and the recipient must be notified immediately before and after transmission. Exception: According to the Commerce Acquisition Manual (CAM) 1313.301, cardholders shall not transmit credit card information over a facsimile machine. When mailing sensitive PII and BII, it must be physically secured when in transit. Do not mail or send by courier sensitive PII and BII on CDs, DVDs, hard drives, flash drives, USB drives, floppy disks, or other removable media unless the data is encrypted. Sensitive PII and BII must be sealed in an opaque envelop or container and mailed using First Class or Priority Mail, or a commercial delivery service (e.g., Federal Express or DHL). Appropriate methods must be used to destroy sensitive paper PII and BII (e.g., shredding, using a burn bag) and securely delete sensitive electronic PII and BII (e.g., empty the Windows recycle bin).
9. Telework-ready employees, remote work employees, and supervisors are responsible for complying with all bureau/OU guidelines on reporting PII and BII incidents. The OMB Memorandum M-07-16 defines a PII incident as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for other than authorized purpose(s), have access or potential access to PII, whether physical or electronic. All employees, including telework-ready and remote work employees must immediately report a suspected or confirmed PII and BII incident to their bureau/OU privacy officer or CIRT and immediate supervisor.

XX. PRIVACY ACT, SENSITIVE, AND HIGHLY SENSITIVE INFORMATION

A. Decisions on Proper Use and Handling of Sensitive Information.

These decisions will be made by the approving official who permits the employee to work at home or another alternative worksite. A telework/remote work agreement will be signed by the employee and their approving official that contains the specific data types allowed to be accessed. Information is generally categorized into the following groups: Non-Sensitive Information; Sensitive Information; and Classified National Security Information.

B. Physical Security Standards

The physical security standard for PII and other Sensitive and Administratively Controlled Information must be addressed prior to allowing telework. Chapter 35 of the OSY Security Manual provides minimum physical security standards for the office environment that are also applicable during telework/remote work. At a minimum, Controlled Unclassified Information (CUI), including PII, should be afforded protection to prevent unauthorized access of the information.

C. Controlled Unclassified Information (CUI) Registry

The National Archives and Records Administration's CUI Office developed the CUI Registry, which allows anyone to access the Safeguarding and Dissemination requirements for CUI that must be afforded to information like PII (privacy) and other unclassified information. The registry may not be all inclusive, as only those categories of unclassified information that have a law, regulation, or Government-wide policy governing dissemination and/or safeguarding are provided. Therefore, any Sensitive and Administratively Controlled Information in hard-copy form that does not fall within the parameters of the manual, or the registry, should be brought to the attention of the Information and Personnel Security Division of the OSY.

Teleworkers, remote workers, and supervisors should visit <http://www.archives.gov/cui/registry/category-list.html> prior to allowing hard copy PII and other administratively controlled information outside the workplace for telework/remote work purposes.

Controlled Unclassified Information, established by Executive Order 13556, is legally protected and covered under the Sensitive Information category.

D. Highly Sensitive Information

This information is subject to the most stringent security and access control rules, such as courier authorization, hand-to-hand transmission, or agency-specific rules not included in the DOC Telework and Remote Work Plan. Classified information that requires Secret or Top Secret security clearances for protecting national security information is included in this

category. Classified information (Confidential, Secret, or Top Secret) may only be transmitted or removed from official worksites by classified networks or authorized official couriers. This type of information may not be used or accessed in any manner by teleworkers or remote workers.

XXI. EMERGENCY EMPLOYEES AND COOP TEAM MEMBERS

Employees designated as an “emergency” employee and those designated as a COOP ERG or other COOP team member may be required to report to the traditional worksite, an alternative worksite, or telework from home, based on the nature of the emergency.

These employees may be required to telework during emergency closures or other emergencies, including pandemics and for COOP exercises, on any day, even if that day is not a regular telework day or a day with specific approval for situational/episodic telework. COOP team members may also be required to perform duties outside of their usual or customary duties to ensure continuation of agency-essential missions or activities.

If an employee is designated as an “emergency” employee, or COOP ERG, or other member, the supervisor, along with the employee, should make advance and/or situational decisions as to whether the employee must physically report for duty at the traditional worksite, or may work from home or another approved alternative worksite.

For example, if the purpose of the employee reporting for duty at the traditional worksite is to provide policy guidance or to notify specific individuals of emergency requirements, this could be accomplished from home, provided the employee has access to the resources necessary to perform the required services. However, in some cases, the only way to obtain the services of the employee may be through telework from an alternative worksite.

For example, if inclement weather or other emergency situation results in a transportation shutdown, but phone lines remain working, the employee may be able to work from home rather than reporting to the traditional worksite or alternative site (i.e., the COOP site).

During any period that the DOC is operating under a designated COOP event, including an exercise, the COOP plan shall supersede any telework policy (Public Law 111-292 Section 6504(d)(2)).

APPENDIX A: TELEWORK ASSESSMENT TOOL

The decision to telework should be based on the ability of an employee to work in a setting that may be in his/her home or a Federal facility other than the regular office, without immediate supervision. The following tool is to be used by the supervisor as a basis for discussing the option and appropriateness of telework for a particular employee. Employees are also required to use the assessment tool to help in determining if telework is suitable for their positions.

Please rate yourself or your employee, using the following scale:

5 – Always 4 – Usually 3 – Sometimes 2 – Rarely 1 – Never

1. Employee works without regular monitoring/supervision.
2. Employee is comfortable working alone.
3. Employee independently identifies required work products.
4. Employee successfully plans work production schedule.
5. Employee communicates hindrances to successful completion of a task or project in sufficient time to allow for alterations that improve the opportunity for success.
6. Employee is knowledgeable about your organization's procedures/policies.
7. Employee is fully aware of Department information technology security.
8. Employee meets deadlines.
9. If telework will be in the employee's residence, the residence has an appropriate work environment.
10. Employee is willing to provide his/her own equipment if Government-furnished equipment is not available.
11. Employee is computer literate.
12. Employee has successfully completed the appropriate Commerce online teleworking training course.

APPENDIX B: TELEWORK REQUEST/AGREEMENT

The below telework agreement is a basic template that can be tailored to meet bureau/operating unit (OU) needs. Generally, a telework agreement would include things like:

- a listing of the bureau/OU policies on telework, including any applicable collective bargaining unit agreement, and a signature indicating understanding and agreement to abide by those policies
- a listing of telework work schedules
- technology used to facilitate the telework
- any other policy provision or aspect of the agreement that the organization, the manager, or the employee feels should be put in writing

Telework Request/Agreement

<p align="center">Date/Reason for Request:</p> <p align="center">/ /</p> <p><input type="checkbox"/> New <input type="checkbox"/> Revision <input type="checkbox"/> Annual Review</p>	<p align="center">Proposed Start Date</p>
<p>Employee’s Business Telephone:</p>	<p>Employee’s Telework Worksite Telephone and FAX number (if applicable):</p>
<p>Type of Telework: (Check all that apply)</p> <p><input type="checkbox"/> Routine</p> <p><input type="checkbox"/> Situational</p> <p><input type="checkbox"/> Unscheduled Telework</p> <p><input type="checkbox"/> COOP/Emergency Purposes</p>	<p>Telework Day(s) (complete if Type of Telework is Routine.) All work schedule flexibilities currently permitted may be continued in a telework arrangement. Please identify each day the employee will work from the telework worksite.</p>
<p>Week 1</p> <p><input type="checkbox"/> Monday</p> <p><input type="checkbox"/> Tuesday</p> <p><input type="checkbox"/> Wednesday</p> <p><input type="checkbox"/> Thursday</p> <p><input type="checkbox"/> Friday</p>	<p>Week 2</p> <p><input type="checkbox"/> Monday</p> <p><input type="checkbox"/> Tuesday</p> <p><input type="checkbox"/> Wednesday</p> <p><input type="checkbox"/> Thursday</p> <p><input type="checkbox"/> Friday</p>

Location of Telework Site: City _____ State _____	
<p>Assignments and Communication: This includes work assignments, agreements on checking voice mail and email or contacting the supervisor. Employees are expected to come into the office as needed for temporary changes. The supervisor will judiciously utilize this provision and work with employees to strike the right balance to include, when possible, providing alternative days/times to replace changes to regular telework schedules. Supervisors should also be flexible when possible in situations where employees need modifications for unexpected or urgent personal matters.</p>	
<p>Weather and Safety Leave. A telework participant must be prepared to perform work during an emergency to include a status announcement issued by the Office of Personnel Management, the head of their agency, or a recommendation communicated by the Federal Executive Board. See OPM's Governmentwide Dismissal and Closure Procedures for guidance and procedures related to operating status announcements and telework.</p>	
Weekly mileage saving: miles per week (Enter the number of miles not driven weekly due to approved schedule. For example, number of miles usually driven to work, to meet carpool, or to public transportation venue.)	
Supervisor Approval: <input type="checkbox"/> Approve (which may include working with employee to modify request as applicable to mission accomplishment) <input type="checkbox"/> Disapprove (If disapprove, indicate reason(s)) Date of Decision _____	Reason for Disapproval:

By signing this agreement, employees with telework agreements in place acknowledge that they are expected by law to telework during their regular tour of duty on the day when the OPM Director (or other appropriate agency official) issues an announcement that Federal offices are closed (e.g., major snow storm, hurricane, interruptions in transportation), even if that day is not a regular telework day or a day with specific situational approval. Employees who cannot

perform their duties must request leave (paid or unpaid). Weather and safety leave may be provided under limited circumstances.

Supervisor's Signature

Date (mm/dd/yyyy)

Employee's Signature

Date (mm/dd/yyyy)

APPENDIX C: REMOTE WORK AGREEMENT

The below remote work agreement is a basic template that can be tailored to meet bureau/operating unit (OU) needs. Generally, a remote work agreement would include things like:

- a listing of the bureau/OU policies on remote work, including any applicable collective bargaining unit agreement, and a signature indicating understanding and agreement to abide by those policies
- a listing of remote work schedules
- technology used to facilitate the remote work
- any other policy provision or aspect of the agreement that the organization, the manager, or the employee feels should be put in writing
- information pertaining to relocation expenses upon termination of agreement
- eligibility/terms for severance pay
- eligibility terms for compensatory time for travel

Remote Work Agreement

Date/Reason for Request:	Proposed Start Date
<input type="checkbox"/> Employee Request (please attach reason for request) <input type="checkbox"/> Management established worksite / /	
Location of Official Worksite City _____ State _____ Note: Official worksite is used to determine pay, RIF competitive area, travel reimbursement, and/or unemployment compensation.)	
Assignments and communication: [This includes work assignment clarification related to remote work site, agreements on office communication, checking voice mail and email, or contacting the supervisor.]	
Supervisor Approval <input type="checkbox"/> Approve (which may include working with the employee to modify request as applicable to mission accomplishment) <input type="checkbox"/> Disapprove Upon request, management will provide a written explanation, generally within 10 work days.	

Date of Decision _____	
Employee Business Telephone:	
<p>Employee's Approved Bi-Weekly Work Schedule or Alternative Work Schedule (AWS)</p> <p>Week 1</p> <p><input type="checkbox"/> Monday</p> <p><input type="checkbox"/> Tuesday</p> <p><input type="checkbox"/> Wednesday</p> <p><input type="checkbox"/> Thursday</p> <p><input type="checkbox"/> Friday</p>	<p>Week 2</p> <p><input type="checkbox"/> Monday</p> <p><input type="checkbox"/> Tuesday</p> <p><input type="checkbox"/> Wednesday</p> <p><input type="checkbox"/> Thursday</p> <p><input type="checkbox"/> Friday</p>

APPENDIX D: SAFETY CHECKLIST (Telework and Remote Work) – HOME WORK SPACE

Participating employees may use the following checklist to assist them in a survey of the overall safety and adequacy of their alternative worksite. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

- Practice a fire evacuation plan for use in the event of an emergency.
- Check your smoke detectors regularly and replace batteries once a year.
- Always have a working fire extinguisher conveniently located in your home, and check the charge regularly.
- Computers can be heavy. Always place them on sturdy, level, well maintained furniture.
- Use a sturdy chair that provides good support and can be adjusted.
- Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
- Locate your computer to eliminate noticeable glare from windows and lighting. Place computer monitor at height that is comfortable and does not require neck or back strain. Locate computer keyboards at heights that do not require wrist strain or place the keyboard on an adjustable surface.
- Install sufficient lighting in locations that reduce glare at the work surface.
- Arrange file cabinets so that open drawers do not block aisles.
- Be sure to leave aisle space where possible to reduce tripping hazards.
- Always make sure electrical equipment is connected to grounded outlets.
- Avoid fire hazards by never overloading electrical circuits.
- Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause tripping hazards in your work space.
- Locate computers, phones and other electrical equipment in a manner that keeps power cords out of walkways.
- Keep your work area clean and avoid clutter, which can cause fire and tripping hazards.
- Do not allow non-government employees to operate or repair government owned equipment.
- Always keep government files and information in a secure place and do not advertise your home office to strangers.
- Always use proper lifting techniques when moving or lifting heavy equipment and furniture.
- Always report accidents and injuries immediately to your supervisor.

Employee's Signature

Date (mm/dd/yyyy)

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 Safety Checklist , 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).

Supervisor’s Signature

Date (mm/dd/yyyy)

Employee’s Signature

Date (mm/dd/yyyy)

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

Remote Worker Guidelines

Applicability. The Remote Worker 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.

Work Schedule. Work schedule (AWS or fixed) will follow established Agency/office procedures for setting, requesting and approval of available work schedule options. Identified work schedule ensures supervisor, co-workers, customers, etc., can interact with remote employee during the identified work schedule timeframes.

Overtime. Supervisors are responsible for ensuring that remote workers work overtime only when the supervisor authorizes and intends to make overtime payment (including compensatory time off, as appropriate). Both Fair Labor Standards Act (FLSA) exempt and non-exempt employees must be paid overtime (or compensatory time, under certain circumstances) when overtime hours are ordered and approved in advance in writing by a supervisor with the authority to authorize overtime. Employees agree that failure to obtain proper prior approval for overtime work may result in supervisor taking appropriate action to address.

APPENDIX G: OPTIONAL TELEWORK TERMINATION FORM

The telework option is a privilege and not an employee right. As such, it falls under the supervisor’s discretion to determine how work should be accomplished with the organization. Termination of the telework agreement can be either voluntary or involuntary.

This is notification that the telework agreement, which was signed on _____ is no longer in effect and is hereby terminated.

Termination is based on (check one):

Voluntary Withdrawal

Involuntary Withdrawal

If telework is involuntarily terminated, the decision is based on:

Requirements of the current work assignment

Reassignment or change in duties

Failure to maintain employee eligibility standards

Breach in Information Technology Security policies and/or procedures

Other (please specify):

Receipt Acknowledged

Employee’s Signature and Date: _____

Supervisor’s Signature and Date: _____



**National Oceanic and Atmospheric Administration
Telework Implementation Plan
October 2021**

Approved by: CLAYTON.SEAN.ME Digitally signed by
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Date: 2021.11.04 13:30:02 -04'00'
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**Director
Office of Human Capital Services**

**National Oceanic and Atmospheric Administration (NOAA)
Telework Implementation Plan
October 2021**

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**National Oceanic and Atmospheric Administration (NOAA)
Telework Implementation Plan
October 2021**

I. INTRODUCTION

Telework is a flexible work arrangement under which an employee performs the duties and responsibilities of their position and other authorized activities from an approved alternative worksite other than the employee's designated traditional Federal workplace.

Telework is a workplace flexibility management option to facilitate the timely and effective accomplishment of the work of the office. An employee's decision to elect to telework is entirely voluntary (unless the employee is designated an "emergency" employee or is designated as a member of the Emergency Response Group).

The NOAA Telework Implementation Plan is consistent with the provisions of the [Telework Enhancement Act \(Act\) of 2010 \(Public Law 111-292, October 9, 2010\)](#), the [Department of Commerce Telework Plan \(August 2021\)](#), and the Office of Personnel Management's (OPM's) policies contained in their [Guide to Telework in the Federal Government, Governmentwide Dismissal and Closure Procedures \(November 2018\)](#), and OPM's [Additional Guidance on Post-Reentry Personnel Policies and Work Environment](#).

The law and policies are intended to promote:

- Recruiting and retaining the best possible workforce;
- Continuing operations during emergency conditions (including pandemic health crises);
- Reducing costs related to employee turnover and absenteeism;
- Reducing real estate and transit costs; and
- Enhancing work-life balance by allowing employees to better manage their work and personal obligations.

NOAA and the Department of Commerce (DOC) recognize that a well-managed, widely used telework program has the potential to lead to benefits such as:

- Improved marketability (as a more competitive and inclusive employer);
- Reduced commuting time (that can contribute to an improved quality of work/life balance);
- Cost savings (in areas such as recruitment and retention of employees); and
- An improved Continuity of Operations Plan (COOP).

NOAA supports and encourages telework as a major element in its efforts to reduce its facility space requirements, thereby reducing its energy consumption, greenhouse gas emissions, surface ozone, rent, and other operating costs.

The operational needs of NOAA supersede an employee's desire to telework. In addressing any application for telework, including an application to continue, modify, or terminate an employee telework arrangement, management will consider the following:

- Operational needs and work requirements of the organizational unit,
- Duties of the position, and,
- Employee conduct, performance, and capacity or demonstrated ability to telework.

While approval is at the sole discretion of the supervisor, it may not be based on mere managerial preference. The aforementioned criteria will be reviewed using the NOAA

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Telework Eligibility and Readiness Assessment. Employees do not have an entitlement to telework, nor do employees who currently telework have an automatic right to continue teleworking.

DOC encourages participation at a rate of at least four (4) days per pay period for all supervisory and non-supervisory employees with sufficient amounts of portable work. Where a position is not suitable for significant amounts of telework, supervisors are encouraged to use telework as a means for greater flexibility to the extent possible.

II. REFERENCES

Telework Enhancement Act of 2010, Public Law 111-292, December 9, 2010
OPM, Guide to Telework in the Federal Government (2010)
OPM, Governmentwide Dismissal and Closure Procedures (November 2018)
OPM, Additional Guidance on Post-Reentry Personnel Policies and Work Environment
DOC Teleworking Plan, August 2021
5 CFR § 531.605 - Determining an employee's official worksite
5 U.S.C. § 6329c - Administrative Leave Act

III. DEFINITIONS

Agency Worksite – The location from which work would have been performed had the employee not entered into a telework or remote work arrangement. For teleworkers, this is the same as the traditional worksite.

Alternative Worksite – The employee's residence, or a location other than the traditional worksite which has been approved by the manager/supervisor for the performance of the employee's official duties. For purposes of telework, the alternative worksite is considered an official Government worksite.

Approving Official – The immediate supervisor, unless an office has issued a standard operating procedure requiring approval at a high level.

Domestic Employee Teleworking Overseas (DETO) – Overseas work arrangement where a Federal Executive branch employee performs the work requirements and duties of their domestic Civil Service or Foreign Service (FS) position from an approved overseas location via a DETO Agreement. Employees have no authorization to telework from a foreign location without an approved DETO Agreement. DETO agreements are not needed for U.S. territories or possessions.

Eligible Employee – All employees are considered eligible to telework unless:

- 1.) the employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year (there are no exceptions); *or*
- 2.) the employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (there are no exceptions), *or*

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- 3.) the employee’s performance does not comply with the terms of the written agreement between the approving official and the employee (see **Telework Agreement**).

Eligible Position – See **Position Suitability**.

Emergency Response Group (ERG) Member – A person assigned responsibility to report to an alternate site, be on call, or serve as backup, as required, performing agency-essential functions or other continuity of operations-related duties.

Essential Functions – Functions that enable the Federal Government to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.

Evacuation Pay and Special Allowances – Consistent with NOAA Administrative Order (NAO) 202-1110, during a pandemic health crisis or other emergency situation, the NOAA Administrator may:

- 1) order one or more employees to evacuate their worksite and provide them with evacuation pay and special allowances; or
- 2) Approve evacuation pay and special allowances to an employee or employees in receipt of an evacuation order from a State, Local, or Federal authority.

An employee in receipt of evacuation pay may be required to work from a “safe haven” (usually their homes or an alternative location mutually agreeable to the agency and employee) without regard to whether the agency and employee have a telework agreement in place when the order to evacuate is issued. An evacuated employee at a safe haven may be assigned to perform any work considered necessary or required to be performed during the evacuation period without regard to the employee’s grade/band, level, or title. The employee must have the necessary knowledge and skills to perform the assigned work. Failure or refusal to perform assigned work within the employee’s knowledge, and skill level, except when the failure is due to circumstances beyond the employee’s control related to the evacuation, can be a basis for disciplinary action and termination of evacuation pay.

Hoteling – Telework arrangement in which employees are not assigned permanent space in their designated traditional worksite, but share offices and conference space as necessary when working at the traditional worksite. Such space is assigned by reservation, much like a hotel. NOAA encourages Line and Staff Offices to establish hoteling and space sharing arrangements for all employees who telework three (3) or more days per week.

Mobile Workers – Employees who, by the nature of their duties, do not have a designated traditional agency worksite, and they typically use their home as their duty station. Due to the nature of their work, they *are not* considered telework-ready employees. **Note:** This is different from ‘hoteling’ arrangements, in which frequent telework-ready employees use shared space when they are working at their designated traditional worksite.

Official Duty Station – Location of an employee’s position of record where the employee regularly performs their duties (i.e., normally this means the location at which the employee

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works for the majority of their working time). If the employee's work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as determined by the manager/supervisor. An employee's official duty station determines the appropriate locality area for pay purposes for General Schedule or equivalent employees as well as entitlement to travel and relocation expenses under the Federal Travel Regulations (FTR).

Officially Disciplined – A disciplinary action that results in the placement of a document in an employee's official personnel file (OPF); the bar on telework participation remains in effect as long as the document stays in an employee's OPF. A suspension or termination related to the items mentioned in the Telework Enhancement Act of 2010, Public Law 111-292 that results in a document (Standard Form (SF)50) that permanently remains in the OPF would result in permanent prohibition in telework participation.

Position Suitability – A position is suitable for telework unless the official duties require *on a daily basis* (every workday) the direct handling of secure materials determined to be inappropriate for telework by the head of the bureau/operating unit; or the performance of on-site activities that cannot be performed at an alternative worksite.

Routine Telework – Telework that occurs as part of an ongoing regular/recurring schedule such that the employee typically teleworks on the same day(s) during each biweekly pay period or a series of pay periods.

Remote Worker (Within the USA and its Territories) – An alternative work arrangement by which an employee is scheduled to perform the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite (e.g., home, other alternative location) other than the employee's traditional worksite, either within or outside of the locality pay area of the traditional worksite and is *not* scheduled to report to the traditional worksite *at least twice* on a regular/recurring basis each pay period. The duty station must be changed to the alternative worksite for pay purposes, relocation expenses, travel expenses, etc., and must be documented on the employee's SF-50, *Notification of Personnel Action*, even if the alternative worksite is within the same locality pay area as the traditional worksite. Remote work is not considered to be Telework under the Telework Enhancement Act.

Remote work guidance based on OPM guidance (including already provided OPM guidance that may form the basis of pilot programs) will be provided in a separate policy. Note: For Remote Work outside of the USA, see Domestic Employee Teleworking Overseas (DETO).

Situational Telework – Telework performed on an ad hoc, occasional, episodic, one-time, or irregular basis, including **Unscheduled Telework**, and modifications to an employee's **Routine Telework** schedule.

Telework – Telework, known as “telecommuting,” refers to a paid, flexible workplace arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite, and is scheduled to report to the traditional worksite at least twice each pay period on a regular/recurring basis. The official duty station remains the traditional worksite.

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Telework Agreement – A signed written agreement between the employee and their supervisor/manager which provides the terms of the telework arrangement and contain the requirements under Section XII of this policy. NOAA considers all telework agreements to encompass both the written application/agreement form, any addendums and additions to the form, as well as the employee’s Performance Plan.

Telework-Ready Employee – An employee who occupies a position suitable to telework and has:

- Completed the required one-time telework training for employees via the Commerce Learning Center (CLC);
- A signed individual telework agreement;
- The required technological necessities to telework (i.e., Computer, internet access, electricity, telephone, etc.);
 - Note: the Telework Agreement should specify the necessary equipment and whether it will be provided by the government or the employee.
- A safe and appropriate approved alternative work site.
- Has sufficient work that can be completed at the alternative work site.

Temporary Duty (TDY) Location – A place, away from an employees’ official duty station, where the employee is authorized to travel. Employees on TDY may be permitted to telework consistent with their agreements. Note: Employees on TDY in foreign locations are not considered to be DETOs, but must receive permission from their manager/supervisor before engaging in telework activities; consideration should be given to potential security issues associated with remotely accessing government systems in the foreign location.

Traditional Worksite – See **Agency Worksite**.

Unscheduled Telework – A subset of Situational Telework that is available in response to an office closure, weather, or safety event. This type of telework is authorized by OPM or an appropriate agency official in response to an appropriate event or condition effecting an employee’s duty station.

IV. TELEWORK STRATEGIES

- A. **Agreeing to Telework.** An employee’s decision to telework is voluntary unless telework is a condition of employment (i.e., the employee is designated an “emergency employee”) or is required to continue Government operations in times of emergency (i.e., while in receipt of Evacuation Pay, as a member of the ERG, or as part of the COOP). In these instances, an employee may be required to work at home, or at another approved alternative worksite.
- B. **Types of Telework.** It is NOAA’s policy to allow eligible employees to work at alternative work sites away from their official duty stations, consistent with the needs of their office, during their regular tour of duty. Employees may be approved for Routine and/or Situational Telework.

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C. Telework Conditions

1. Routine Telework schedules and use of Situational Telework must be approved by an approving official (i.e., supervisor) and may not be changed without prior approval.
2. Employees approved for Routine Telework may be granted Situational Telework when business or personal needs require a short-term change to the telework arrangement, such as switching a scheduled telework day with a day the employee would otherwise report to the agency worksite or adding additional telework days. See “Temporary Telework Arrangements” below for additional details.
3. An employee’s use of telework does not adversely affect their option to use an alternative (flexible or compressed) work schedules.
4. Unscheduled Telework does not require advance approval. When OPM makes an announcement of “Unscheduled Telework” and it is not the employee’s regularly scheduled telework day, the employee may choose to perform unscheduled telework in lieu of reporting to the agency worksite. The employee’s decision is not subject to prior approval by the supervisor. However, the employee must notify their supervisor in accordance with the applicable procedures of the office.
5. In rare circumstances, management may find it necessary to require a teleworking employee to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference) on their scheduled telework day. This should not be a last-minute request, but a special work circumstance that both the supervisor and employee know about, discuss, and plan in advance as the special work requires.
6. Communications systems and procedures to conduct telework are to be in place to support telework in an emergency, including a communication process to notify ERG personnel, emergency, and non-emergency employees of the activation of the agency’s emergency plan, and the agency’s operating status during the emergency.
7. All employees designated as “emergency,” as members of the ERG, or have responsibility during activation of the COOP, must have an approved individual telework agreement. Note: Employees required to telework only as a result of emergency or ERG responsibility are not required to telework on a regular, unscheduled, or ad hoc basis and will not be subject to telework requirements during office closures. Their individual telework agreement should specify whether they elect to telework outside of their emergency

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requirements (and are therefore subject to the normal telework requirements therein).

8. Time and Travel Conditions:
 - a. An employee who is required to travel between their traditional worksite and alternative worksite after the beginning of their work day is considered to be working during the travel, unless Weather and Safety Leave is warranted (See OPM's Governmentwide dismissal and closure procedures for guidance.).
 - b. To reduce government liability and maximize productivity, managers should avoid requiring or permitting employees to travel from their alternative worksite to an agency worksite during the work day. If the requirement to report to the worksite is known prior to the day that the employee is required to report to the worksite, employees should instead be directed to report for a full day of work at the agency worksite. At an employee's request, managers may permit employees to travel from their traditional worksite to their telework location to complete their work day; this travel must be accomplished on personal time (e.g., lunch or during flexible bands) or on approved personal leave.
 - c. Telework-ready employees scheduled to telework during their regular tour of duty on a day when their office is closed (or when other employees are dismissed early) are not entitled to receive overtime pay, credit hours, or compensatory time off in lieu of overtime payment for performing work during their regularly scheduled hours.
 - d. Employees voluntarily participating in the telework program are required to telework when offices are closed as a result of a weather or safety incident. Employees may be granted personal leave in lieu of teleworking or may be excused from teleworking consistent with the guidance provided in Section VII below.
 - e. All time teleworked in a pay period will be recorded per instructions in the appropriate time and attendance system.

- D. **Maximum Amount of Telework.** The maximum number of days an employee (including part-time employees) may perform routine or situational telework during a pay period is left to the discretion of the approving official, except that an employee must be regularly scheduled to report to the agency worksite at least twice per pay period on a recurring basis.

The twice per pay period requirement is irrespective of the number of hours spent performing work at the agency worksite; therefore, an employee on an Alternative Work Schedule may spend fewer than 16 hours each pay period at the agency worksite, as long as they have reported on two separate work days.

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The approving official's determination must be based on the employee's readiness to telework, the functions of the position, and the operational needs and work requirements of the organizational unit, not mere managerial preference.

An employee may be permitted to telework in excess of this maximum situationally or temporarily as long as there is a reasonable expectation that such employee will return to their routine telework arrangement in the foreseeable future. While there is no specific time limit on these situations, as durations increase supervisors must ensure the circumstances clearly support the temporary nature of the arrangement. See "Temporary Arrangements" in Section XIII for additional details.

E. Teleworking and Care of Elders, Children, and other Dependents.

If alternative caregivers are available (i.e., spouse, babysitter, etc.), or the dependents are able to care for themselves for part or all of the workday (such as older children), then their presence at the worksite would not interfere with the employee performing their duties; therefore, telework in these circumstances may be performed while dependents are at the telework location. Employees should coordinate with their supervisors to use flexible schedules, appropriate leave, or other arrangements to account for their time spent engaging in dependent care.

The above guidance also applies in the event of an office closure that results from a weather or safety emergency that also impacts the availability of dependent care (i.e., schools and/or care facilities are closed or inaccessible). However, if these circumstances significantly diminish an employees' ability to perform agency work, or if the supervisor or a Line or Staff Office policy bars telework in a given dependent care situation, the employee will not be considered telework-ready and therefore must be granted Weather and Safety Leave.

F. Teleworkers and Non-Teleworkers Shall be Treated the Same for Certain Purposes:

1. Periodic appraisals of job performance of employees;
2. Training, rewarding, reassigning, promoting, reduction in grade, retaining, and removing employees;
3. Work requirements; and
4. Other acts involving managerial discretion.

Note: While managers may require that teleworking employees be available for telephonic or video meetings and respond within reasonable periods of time to impromptu meeting requests (as they would expect of employees in the office), managers may *not* require employees to keep their video or telephone conferencing channels open for prolonged periods of time to facilitate spot checking of work.

G. Training Requirements. All employees interested in teleworking must successfully complete the required telework training for employees via the CLC before they may be approved to telework.

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The approving official for individual telework agreements must have completed the required telework training for managers via the CLC before they can approve any individual telework agreements.

V. ELIGIBILITY CRITERIA

- A. **Non-Discrimination.** Participation in telework is open to all eligible employees without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factors.
- B. **Employee Eligibility.** All NOAA employees are initially considered eligible to telework subject to the following statutory exclusions:
- a. The employee has been officially disciplined for being absent without leave (AWOL) for more than five (5) days in any calendar year; *or*
 - b. The employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; *or*
 - c. The employee's performance at the time they request to telework is at least "Fully Successful" or the equivalent (a rating of 55 under Commerce Alternative Personnel System (CAPS)) and the performance of the employee does not comply with the terms of the telework agreement. Note: The duration of a performance-based exclusion is at the discretion of the employee's supervisor; supervisors need not exclude employees until they receive a formal performance review and may permit an employee to telework when they feel their performance has reached the "Fully Successful" level.

If an employee is determined to be ineligible to telework due to these exclusions, the employee will receive a written determination from the approving official within 10 working days of the employee's request to telework.

- C. **Position Suitability.** The employee is not eligible if the employee's position requires the employee to perform the following types of work on a daily basis (every work day)
- a. Direct handling of secure materials determined to be inappropriate for telework by the agency head;
 - b. On-site activity that cannot be handled remotely or at an alternative worksite; *or*
 - c. The employee is a mobile worker (not eligible due to the nature of work)
- These determinations must be made position-by-position, based on the duties of the position and the needs of the service.

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VI. ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES

It is important to distinguish between ordinary requests to telework and requests from persons with disabilities for reasonable accommodation. Approving officials/supervisors should consult Department Administrative Order (DAO) 215-10, "[Reasonable Accommodation Policy](#)," and the Office of Human Capital Services (OHCS) as part of the interactive process established by the Rehabilitation Act, in order to fully understand supervisors' responsibilities under the law.

As governed by Section 501 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et. seq., the Rehabilitation Act and [DAO 215-10](#), the determination as to whether an employee may be granted telework as a reasonable accommodation due to a disability should be made through the Reasonable Accommodation Coordinator, the employee's first-line supervisor, and the employee.

VII. EXCUSED FROM TELEWORKING

The supervisor, on a case-by-case basis, should excuse a telework-ready employee from duty without charge to paid personal leave or loss of pay during an emergency situation if the employee is prevented from performing work at an approved location due to: (1) an act of God; (2) a terrorist attack; or (3) another condition that prevents the employee from performing work at an approved location. Examples of the latter situation include:

- A. (1) the emergency situation adversely affects the telework site (e.g., disruption of electricity, or network connection problems that prevent telework); or
(2) the telework-ready employee's duties are such that they cannot continue to work without contact with the regular worksite during an emergency situation, and those individuals are not present.
- B. If the telework-ready employee faces a personal hardship that prevents them from working successfully at the telework site, the employee may request the appropriate leave (annual, sick, compensatory, credit hours, compensatory time for travel, weather/safety leave, administrative leave, etc.). The employee may also switch to an alternative work schedule day off, or use "flexing" consistent with the employee's alternative work schedule, if any.

Note: Under certain circumstances, the employee's personal hardship may be a result of weather or safety conditions that permit the supervisor to grant weather/safety leave, such as the need to prepare the home for severe weather, clear snow or ice from the primary egress, or make repairs to damage that threatens the safety of the employee. Supervisors are encouraged to consult with OHCS in determining whether to grant Weather and Safety Leave under these circumstances.

VIII. PERFORMANCE STANDARDS

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Performance standards for telework-ready employees must be the same as performance standards for non-telework-ready employees. Expectations for performance should be clearly addressed in each employee's performance plan. The performance plan should be reviewed to ensure the standards do not create inequities or inconsistencies between telework-ready and non-telework-ready employees. Like non-telework-ready employees, telework-ready employees are held accountable for the results they produce. Resources for performance management are available from OPM at <https://www.opm.gov/policy-data-oversight/performance-management/>; and OHCS's performance management resources portal at <https://sites.google.com/noaa.gov/ohcs/policy-procedures/performance-management>.

IX. ROLES AND RESPONSIBILITIES

A. NOAA/OHCS Telework Program Manager (TPM)

1. Develop, review and update the NOAA Telework Implementation Plan.
2. Maintain a list of the primary telework coordinators (TCs) for each line and staff office.
3. Establish procedures for evaluating the telework program.
4. Provide telework reports, with input from line/staff office TCs, as required by the DOC.
5. Provide advice and assistance to line and staff office TCs on the NOAA Telework Implementation Plan, including working with senior-level managers in establishing and obtaining office telework goals, objectives, and reporting requirements.
6. Answer telework-related questions and providing guidance to the NOAA line/staff office TCs.
7. Develop and conduct telework training to approving officials, managers, supervisors and the Line/Staff Office TCs.
8. Develop a catalog of best practices and lessons learned.
9. Develop and maintain an online telework portal of information.

B. Approving Officials. Approving officials are responsible for the overall management and success of teleworking within their offices, including day-to-day operations. Telework-ready employees and their approving officials are responsible for reviewing the individual telework agreement at least annually to ensure that it is current. The date of the review must be documented.

C. NOAA Line/Staff Office Telework Coordinators (TCs)

1. In consultation with the OHCS TPM:
 - a. Conduct training sessions for their assigned line/staff office to supplement the orientation training provided to all new employees. The training session will provide orientation and training for telework-ready employees and their supervisors regarding the implementation plan and their responsibilities; and
 - b. Provide NOAA procedural program guidance to management and telework-ready employees.

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2. Maintain a central file of all approved individual telework agreements for the personnel in their line/staff office as well as a record of all written denials or terminations;
3. Answer telework-related questions and provide guidance to the employees within their line/staff offices;
4. Develop and implement a reporting system capturing telework participation, hours teleworked (from the time and attendance (WebTA) system), terminations, and denials; and
5. Response to requests for reports consistent with Section XV below.

X. PREPARING FOR THE INDIVIDUAL TELEWORK AGREEMENT

The following actions should be taken when establishing an individual telework agreement:

- A. The employee completes the NOAA Supervisor’s/Manager’s Telework Eligibility and Readiness Assessment Tool (See Appendix B).
- B. The employee completes the “Telework Application/Agreement and Modification of Telework Agreement” (See Appendix A) and submits it to their supervisor along with the certificate showing successful completion of the required telework training for employees via the CLC.
- C. The employee completes the Telework Safety Checklist (See Appendix C).
- D. The employee and supervisor discuss the expectations in the proposed telework agreement, including the performance levels required of the employee and the results of the NOAA Telework Eligibility and Readiness Assessment Tool.
- E. If the supervisor is not the approving official, the supervisor will forward the telework agreement to the approving official with their recommendations.

XI. TELEWORK AGREEMENTS

A. Duration of Telework Agreements

1. Approving Officials should determine the duration of the telework agreement. Telework agreements may be considered indefinite and do not require an expiration date. Approving Officials are encouraged to regularly review telework agreements with participants and make adjustments, including terminations, when requested by employees or determined to be necessary by management. All agreements must be reviewed at least annually. NOAA suggests these reviews be completed during the employee’s annual or semi-annual performance management reviews.
2. An employee may *not* telework if they do not have a current approved telework agreement in place.
3. In accordance with [5 U.S.C. § 6502\(b\)\(3\)](#), an employee is not authorized to continue teleworking if the performance of that employee does not comply with the terms of the written telework agreement between the approving official and the employee (see “B” below).

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B. Modification and Termination of Telework Agreement. The operational needs of NOAA supersede an employee’s desire to telework. In addressing any application for telework, including an application to continue teleworking, or in making a decision to modify or terminate an employee telework arrangement, management will first consider the operational needs and work requirements of the organizational unit, the duties of the position, and, through the NOAA Telework Eligibility and Readiness Assessment, the employee’s conduct, performance, and capacity or demonstrated ability to telework. While approval is at the sole discretion of the supervisor, it may not be based on mere managerial preference. Employees do not have an entitlement to telework. Nor do employees who currently telework have an automatic right to continue teleworking.

1. Modification

i. Management Directed Modification

1. Management may modify the agreement at any time to address the operational needs of the work unit, employee performance or conduct, or to comply with law and policy.
2. The approving official must provide written documentation supporting the modification, including the reason for modification, to the affected employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect.
3. Management must provide the employee with at least ten (10) working days’ advance notice prior to implementing the modification to allow the employee to make necessary arrangements. In establishing the implementation date, management should consider the nature of the arrangements the employee must make, particularly in situations where the employee had been performing significant amounts of routine telework.

ii. Employee Modification Request

1. An employee may request to modify the current telework agreement (e.g., change the regular teleworking day) by submitting a new “Telework Application / Agreement and Modification of Telework Agreement” (check “Modification”) to the employee’s supervisor with the requested changes highlighted;
2. The supervisor and employee shall discuss the employee’s requested modifications within five (5) working days of submission;
3. If the supervisor is not the approving official, the supervisor will forward the request to the approving official with their recommendations within five (5) working days;

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4. The approving official will issue a final, written decision to the employee and supervisor within seven (7) working days of receiving the supervisor's recommendation.

2. Termination

- i. There is no mandatory waiting period following termination prior to submitting a new request to telework.
- ii. **Employee Termination**
An employee may terminate the telework agreement at any time, for any reason, without the need to provide advanced notice, by providing the approving official with written notice of a decision to terminate their written telework agreement. While employees are not required to provide advanced notice, they should notify their managers promptly and prior to executing their termination.
- iii. **Management Directed Termination**
 1. Management may terminate the agreement at any time to address the operational needs of the work unit, employee performance or conduct, or to comply with law and policy.
 2. The approving official must provide written documentation supporting the termination, including the reason for termination, to the affected employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect
 3. Management must provide the employee with at least ten (10) working days advance notice prior to implementing the termination to allow the employee to make necessary arrangements. In establishing the implementation date, management should consider the nature of the arrangements the employee must make, particularly in situations where the employee had been performing significant amounts of routine telework.

C. Appeals

Non-bargaining unit employees must use the procedures in [DAO 202-771](#), "*Administrative Grievance Procedure*" to appeal issues relating to their request to telework, modification to an existing telework agreement, and management directed terminations of telework agreements.

Bargaining unit employees should use the negotiated grievance procedure and/or follow the process outlined in their collective bargaining agreement unless telework related issues have been excluded from their agreement.

In following the administrative grievance process, the official making the final decision on appeals will issue a written decision on an employee's appeal of the denial

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of their request within 10 working days of the request being received by the deciding official. If the deciding official disapproves the request, they must provide written justification to the employee indicating when or if the employee would be eligible to reapply, and if applicable, what actions the employee should take to improve their chance of future approval. Deciding officials are to provide employees copies of signed written denials or terminations of telework agreements.

- D. **Discrimination.** Employees who believe they are the victims of prohibited discrimination must use the procedures in [DAO 215-9](#), “*Filing Discrimination Complaints*,” to appeal the alleged discrimination, or may use the negotiated grievance procedure.

XII. ESTABLISHING THE WORK SCHEDULE

Work schedules identify the days and times an employee will telework. Normally, telework schedules parallel those at the traditional worksite; however, they can differ to meet the needs of the organization and participating employees’ needs. Work schedules may also include fixed times during the day for manager/supervisor/employee telephone conversations, which may be helpful to ensure ongoing communication. For additional information on hours of duty, please visit:

- <https://www.commerce.gov/hr/practitioners/leave-policies/hours-of-duty-and-work-schedules>.
- <https://sites.google.com/noaa.gov/ohcs/employee-resources/manager-resources/manager-resource-guide/hours-of-duty-and-work-schedules>.

XIII. DETERMINING THE OFFICIAL DUTY STATION

The official duty station is the location of the traditional worksite as long as the employee is scheduled to physically reports to the traditional work site at least **twice** each biweekly pay period on a regular and recurring basis. If management were to approve an arrangement through which this criterion is not met, the telework location becomes the official duty station (and the employee is considered a Remote Worker).

Note: If a teleworking employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the traditional worksite is located, the employee **does not** have to report twice each pay period to the official worksite to maintain the locality payment for that area. For example, an employee who is required to perform duties at two or more separate agency worksites within a given locality pay area may meet the twice per pay period reporting requirement by visiting any two agency worksites each pay period.

A. Temporary Telework Arrangements

1. There is no change in official duty station for employees on Detail or TDY.
2. In certain temporary situations, NOAA may continue to designate the location of the traditional worksite as the official duty station, even though the

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employee is not able to report to the traditional worksite at least twice each biweekly pay period on a regular/ recurring basis. The intent of this exception is to address temporary situations in which an employee is expected to return to their regular worksite when the temporary situation or agreed upon time period has concluded. Such situations may include, but are not limited to:

- a. Recovery from an injury or illness;
 - b. Emergencies, including severe weather and pandemic health crises;
 - c. Extended periods of approved absence mixed with telework;
 - d. TDY and Details.
3. Supervisors must approve these arrangements in writing, such as by email, and the approval must include:
- a. The location from which the employee will be teleworking (if different from their normal telework location);
 - b. When the temporary arrangement will begin;
 - c. The expected duration of the temporary arrangement;

XIV. PREMIUM PAY AND LEAVE

- A. **Pay.** An employee's locality rate of pay is based on the employee's official duty station, and is determined in accordance with [5 CFR 531.604](#). The line/staff office must determine and designate the official duty station for an employee covered by a telework agreement using the criteria above.
- B. **Premium Pay.** The same premium pay rules apply to employees when they telework as when they are working at the traditional worksite.
- C. **Leave and Work Scheduling Flexibilities.** Telework-ready employees are governed by the same procedures as non-telework-ready employees for requesting and obtaining leave approval. Telework arrangements should have no impact on alternative work schedules and vice versa.

XV. REPORTING REQUIREMENTS

The line/staff offices, via their Telework Coordinator, are required to respond to requests from the OHCS Telework Program Manager for a variety of reporting requirements/initiatives. Below is information that may be requested, although it is not all-inclusive.

1. The degree of participation by employees of each line/staff office teleworking during the period covered by the report;
2. The method for gathering telework data in each line/staff office;
3. The reasons for positive or negative variations in telework participation if the total number of employees' teleworking is 10 percent higher or lower than the previous year in the line/staff office;
4. The line/staff office goal for increasing telework participation to the extent practicable or necessary;

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5. An explanation of whether or not a line/staff office met its goals for the last reporting period and, if not, what actions are being taken to identify and eliminate barriers;
6. An assessment of the progress made in meeting line/staff office participation-rate goals and other goals related to telework, such as the impact of telework on emergency readiness, energy use, recruitment and retention, performance, productivity, and employee attitudes and opinions regarding telework; and
7. Best practices in the line/staff office.

XVI. INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS FOR TELEWORK-READY EMPLOYEES

Telework-ready employees must abide by the IT security requirements conveyed in the DOC [IT Security Program Policy \(ITSP\)](#), Commerce IT Requirements (CITRs), Frequently Asked Questions (FAQs) and IT Security Policy memos. A complete list of DOC IT security documentation can be accessed at:

http://home.commerce.gov/CIO/ITSITnew/IT_Security_Program_Documentation.html.

In addition to the requirements above, telework-ready employees must abide by the IT security requirements conveyed in the NOAA IT Security Policy (ITSP), NOAA's Computer Incident Response Team Requirements (N-CITR), and IT Security Policies. The Telework Agreement signed by the telework-ready employee and their supervisor may describe additional security requirements. A complete list of NOAA IT security documentation can be accessed at: <https://sites.google.com/noaa.gov/csd>.

Supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing IT security requirements and to ensure employees are held accountable to them.

XVII. PROTECTING THE SECURITY AND CONFIDENTIALITY OF RECORDS

All telework-ready employees must ensure that records subject to the Privacy Act of 1974, or which have sensitive Personally Identifiable Information (PII) or Business Identifiable Information (BII), are not disclosed to anyone except those who have been authorized access to such information to perform their duties. Bureaus/Operating Units (OUs) must ensure that appropriate physical, administrative, and technical safeguards are used to protect the security and confidentiality of such records.

A. Disclosure of Records from an Agency System of Records

1. Telework-ready employees are responsible for ensuring that their disclosure of a record (information) from any agency system of record complies with the Privacy Act of 1974.
2. The Privacy Act of 1974 defines a 'system of records' as a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. DOC system of record notices (SORNs) are posted at:

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<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=PAI&browsePath=2005&isCollapsed=false&leafLevelBrowse=false&ycord=0>.

3. The Privacy Act of 1974 prohibits the disclosure of a record (information) from an agency system of record that is not identified as a routine use in that system's SORN, does not comply with an exemption identified in the SORN, or does not comply with one of the 12 exceptions to the non-disclosure-(to third parties)-without-consent rule.
4. A Privacy Act incident occurs when an officer or employee of the agency, who by virtue of their employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by [5 U.S.C. § 552a](#) (or regulations established thereunder), and discloses the material in any manner to any person or agency not entitled to receive it. Knowing misuse or release of information protected by the Privacy Act of 1974 can subject an employee to fines and/or criminal sanctions.
5. Telework-ready employees must immediately report a suspected or confirmed Privacy Act incident to their bureau/OU privacy officer or the Computer Incident Response Team (CIRT) and immediate supervisor.

B. Proper Handling of PII and BII

1. Telework-ready employees are responsible for the safeguarding of PII and BII.
2. PII is information that can be used to distinguish or trace an individual's identity, such as name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information, which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. Sensitive PII, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.
3. Types of PII considered sensitive when associated with an individual are: social security number (including truncated form), place of birth, date of birth, mother's maiden name, biometric information, medical information (except brief references to absences from work), personal financial information, credit card or purchase card account numbers, passport numbers, potentially sensitive employment information (e.g., personnel ratings, disciplinary actions, and results of background investigations), criminal history, and any information that may stigmatize or adversely affect an individual. The DOC's IT Privacy Policy provides that breaches of sensitive PII are subject to notification/reporting requirements.

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4. When deciding whether PII is sensitive or non-sensitive, it is important to consider the type of information, obligations, or expectations regarding the protection of information, risk (probability and consequences) of loss or compromise of information, and context of information. Context is particularly important. The same types of information can be sensitive or non-sensitive depending upon the context. For example, a list of names and phone numbers for the Department softball roster is very different from a list of names and phone numbers for individuals being treated for an infectious disease. It is important to use good judgment when deciding whether PII is sensitive or non-sensitive. When in doubt, treat PII as sensitive.
5. The Department's policy states that if sensitive PII must be electronically transmitted, it must be protected by secure methodologies such as encryption, Public Key Infrastructure, or secure socket layers. Federal Information Processing Standards (FIPS) Publication 140-2, "*Security Requirements for Cryptographic Modules*" provides the standard to which encryption methodologies must conform. The transmission of sensitive PII, even if protected by secure means, must be kept to a minimum. Check with your bureau/OU's Office of the Chief Information Officer to determine methods or services they are using to support the electronic transmission of sensitive PII.
6. In addition to sensitive PII, telework-ready employees must ensure the safeguarding of BII. BII is information that is defined in the Freedom of Information Act as "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." "Commercial" is not confined to records that reveal "basic commercial operations" but includes any records (information) in which the submitter has a "commercial interest" and can include information submitted by a non-profit entity. Terms for BII that must be protected from disclosure include "confidential business information," "confidential commercial information," and "proprietary information."
7. Sensitive PII and BII can be stored on Government systems only, and saved, stored, or hosted only on DOC-authorized equipment (including contractor-owned equipment or a system that is approved to be used as a Government system). Computers that are personally-owned may not be used to save, store, or host sensitive PII and BII that is collected or maintained by the Department.
8. Sensitive PII and BII must be sent encrypted as an email attachment and encrypted on mobile computers, media (e.g., CDs, DVDs, USB drives), and devices (e.g., laptops, hard drives). When faxing sensitive PII and BII, an advisory statement about the contents must be included on the cover sheet, and the recipient must be notified immediately before and after transmission. Exception: According to the Commerce Acquisition Manual (CAM) 1313.301, cardholders shall not transmit credit card information over a facsimile machine. When mailing sensitive PII and BII, it must be physically secured when in

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transit. Do not mail or send by courier sensitive PII and BII on CDs, DVDs, hard drives, flash drives, USB drives, floppy disks, or other removable media unless the data is encrypted. Sensitive PII and BII must be sealed in an opaque envelop or container and mailed using First Class or Priority Mail, or a commercial delivery service (e.g., Federal Express or DHL). Appropriate methods must be used to destroy sensitive paper PII and BII (e.g., shredding, using a burn bag) and securely delete sensitive electronic PII and BII (e.g., empty the Windows recycle bin).

9. Telework-ready employees and supervisors are responsible for complying with all Bureau/OU guidelines on reporting PII and BII incidents. The Office of Management and Budget Memorandum M-07-16 defines a PII incident as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for other than authorized purpose(s), have access or potential access to PII, whether physical or electronic. Telework-ready employees must immediately report a suspected or confirmed PII and BII incident to their bureau/OU privacy officer or CIRT and immediate supervisor.

XVIII. PRIVACY ACT, SENSITIVE, AND HIGHLY SENSITIVE INFORMATION

A. Decisions on Proper Use and Handling of Sensitive Information

These decisions will be made by the approving official who permits the employee to work at home or another alternative worksite. A telework agreement will be signed by the employee and their approving official that contains the specific data types allowed to be accessed. Information is generally categorized into the following groups: Non-Sensitive Information; Sensitive Information; and Classified National Security Information.

B. Physical Security Standards

The physical security standard for PII and other Sensitive and Administratively Controlled Information must be addressed prior to allowing telework. Chapter 35 of the Office of Security's (OSY's) Security Manual provides minimum physical security standards for the office environment that are also applicable during telework. At a minimum, Controlled Unclassified Information (CUI), including PII, should be afforded protection to prevent unauthorized access of the information.

C. Controlled Unclassified Information (CUI) Registry

The National Archives and Records Administration's CUI Office developed the CUI Registry, which allows anyone to access the Safeguarding and Dissemination requirements for CUI that must be afforded to information like PII (privacy) and other unclassified information. The registry may not be all inclusive, as only those categories of unclassified information that have a law, regulation, or Government-wide policy governing dissemination and/or safeguarding are provided. Therefore, any Sensitive and Administratively Controlled Information in hard-copy form that does not

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fall within the parameters of the manual, or the registry, should be brought to the attention of the Information and Personnel Security Division of the OSY.

Teleworkers and supervisors should visit <http://www.archives.gov/cui/registry/category-list.html> prior to allowing hard copy PII and other administratively controlled information outside the workplace for telework purposes.

CUI, established by Executive Order 13556, is legally protected and covered under the Sensitive Information category.

D. Highly Sensitive Information

This information is subject to the most stringent security and access control rules, such as courier authorization, hand-to-hand transmission, or agency-specific rules not included in the DOC telework policy. Classified information that requires Secret or Top Secret security clearances for protecting national security information is included in this category. Classified information (Confidential, Secret, or Top Secret) may only be transmitted or removed from official worksites by classified networks or authorized official couriers. This type of information may not be used or accessed in any manner by teleworkers.

XIX. TELEWORK IT SECURITY POLICY

The Department's Chief Information Officer (CIO) is responsible for issuing and maintaining IT and eGov policies and minimum implementation standards, including remote access and safeguarding sensitive information. These policies and minimum implementation standards outline responsibilities of bureau/operating unit CIOs/ACIOs and teleworkers to enable an effective working environment for the teleworker and the protection of Department systems from undue risk. Operating unit CIOs/ACIOs, with the support of their IT security officers, are responsible for establishing teleworking IT security procedures specific to their operating unit and providing secure telecommuting resources and operational controls commensurate with the sensitivity of the data processed and with policies and minimum implementation standards provided by the Department's CIO. The Department's policy on remote access is accessible via intranet at:

https://connection.commerce.gov/sites/connection.commerce.gov/files/media/files/2014/citr-008_remote_access.pdf.

Managers/supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing security policies and procedures, including IT security. Telework-ready employees also agree that their responsibilities, described in Section 3.3.9 of the Department's "*IT Security Policy and Minimum Implementation Standards*," remain in effect while on telework status. Other pertinent bureau or operating unit policies on IT security may also exist; managers/supervisors are responsible for ensuring that telework-ready employees agree to follow all applicable policies.

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The workplace and workstation must be set up to accomplish secure information processing, including the proper storage of Sensitive Information in both electronic and paper form. The telework-ready employee, following bureau/operating unit policies, must minimize security vulnerabilities to the workstation and the Departmental network.

XX. TELEWORKING DURING EMERGENCY SITUATIONS/INCLEMENT WEATHER

- A. **Unscheduled Telework.** This type of telework option allows telework-ready employees to work from home or at an approved alternative location upon notification to their supervisor in accordance with the office policies.

- B. **Federal/Departmental Offices Are Closed.** Employees must telework consistent with law and their telework agreements when Federal/Departmental offices in their local commuting area are closed. Excused absences (utilizing Weather and Safety Leave or administrative leave) may be granted on a case-by-case basis for telework-ready employees in the above situations that may include but are not limited to: power outages, damaged/un-inhabitable alternative work sites, dependent care issues, or state/local laws. (See section VII, “Excused from Teleworking”, for more details.).

- C. **Early Dismissal/Delayed Arrival.** When an early dismissal/delayed arrival is announced or provided *as a result of an emergency situation or inclement weather*, those who are teleworking are not dismissed from duty for any part of the workday. However, managers/supervisors may grant Weather and Safety Leave on a case-by-case basis, if the employee is unable to begin or continue teleworking. Teleworking employees are permitted to take advantage of early dismissals granted by management or the President in relation to a holiday, recognition of a special circumstance, and similar occasions.

- D. **Emergency at the Alternative Worksite.** When an emergency affects only the alternative worksite for a major portion of the workday, the employee is expected to report to the traditional worksite, an approved alternative telework site, or request supervisory approval of applicable paid personal leave (i.e., annual, compensatory time, compensatory time off for travel, credit hours, etc.). Note: Consistent with OPM guidance, an employee required to travel between an alternate worksite and a traditional worksite as a result of a weather or safety issue must be granted Weather and Safety Leave for the duration of their commute between duty stations.

However, on a case-by-case basis, the manager/supervisor may excuse, without charge to paid personal leave or loss of pay, a telework employee from duty during an emergency if: (1) the emergency adversely affects the telework site; (2) the telework-ready employee is unable to access another alternative telework site; (3) the telework-ready employee is unable to access the traditional worksite within a reasonable period of time; and (4) the telework-ready employee’s duties are such that they cannot continue to work without contact with the traditional worksite. (See section VII, “Excused from Teleworking”, for more details.).

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XXI. TELEWORK AND THE CONTINUITY OF OPERATIONS PLAN (COOP)

If an employee occupies a position deemed essential or serves as an ERG member (these designations may vary based on the nature of the emergency) for inclement weather or natural or man-made emergencies, they may be required to report to work.

If an employee is an ERG member for COOP purposes, management, along with the employee and supervisor, should make advance and/or situational decisions as to whether the employee must physically report for duty or may work from home or an alternative worksite. For example, if the purpose of the employee reporting for duty at the traditional worksite is to provide policy guidance or to notify specific individuals of emergency requirements, this may be able to be accomplished from home, provided the employee has access to the resources necessary to perform the required services. However, in some cases, the only way to obtain the services of the employee may be through telework from an alternative worksite. For example, if inclement weather or other emergency situation results in a transportation shutdown, but phone lines remain working, the employee may be able to work from home rather than reporting to the traditional worksite or COOP site.

Employees designated as COOP Team Members may be required to telework during emergency closures or other emergencies, including pandemics and for COOP exercises, on any day, even if that day is not a regular telework day or a day with specific approval for situational/episodic telework. Telework-ready employees may also be required to perform duties outside of their usual or customary duties to ensure continuation of agency-essential mission or activities.

During any period that the Department is operating under COOP, that plan shall supersede any telework policy (Public Law 111-292 Section 6504(d)(2)).

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**XXII. APPENDIX A: NOAA TELEWORK APPLICATION/AGREEMENT AND
MODIFICATION FORM**

NOAA
Telework Application/Agreement and Modification Form

SECTION I – TO BE COMPLETED BY THE EMPLOYEE

Date of Request:

Organization:

Employee Name:

Official Title:

Pay Plan, Series, Grade/Band:

Supervisor’s Name:

Supervisor’s Official Title:

Supervisor’s Telephone:

Desired Telework Start Date:

Type of Alternate Worksite: Home NOAA Facility Other (Explain below)

Address(es) of Alternate Worksite(s):

Telephone at Alternate Worksite: _____

Description of Location(s) within Home/Alternate Worksite (floor, room, etc.): (Examples: Desk in First Floor Home Office, Table and Couch in Basement Den):

Equipment Supplied By NOAA to Perform Work at Alternate Worksite:

Identification of specific data types NOT to be accessed at alternative worksite (if any):

Identification of records which can or cannot (specify) be transported to the alternate worksite:

Type of Telework (Select one or more).

Note: Employees completing this agreement ONLY for the purposes of COOP/Emergency operations will not be required to telework during normal office closures such as weather events when COOP/Emergency operations have not been initiated:

Routine Scheduled Situational For COOP/Emergency

For Routine Schedule Telework Only:

Work Schedule (including AWS day(s) off and rotating shifts, if applicable):

Week 1							Week 2						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Telework Days at Alternate Worksite:

Week 1							Week 2						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Telework Days Per Pay Period: _____

(Note: employees **must** be scheduled to report to the traditional worksite **at least twice** per pay period to use this application.)

NOAA Telework Eligibility and Readiness Assessment Tool

In considering whether and how much telework an employee should perform, the supervisor and employee should complete and discuss the ***NOAA Telework Eligibility and Readiness Assessment Tool***.

The Employee and Supervisor Have Discussed the Results of the ***NOAA Telework Eligibility and Readiness Assessment Tool***.

NOAA Telework Safety Checklist

In order to minimize threats to the safety of its employees and properly address liability and injury compensation issues, the telework application must clearly describe the specific location within the alternative worksite from which the employee will telework. Additionally, the NOAA Telework Safety Checklist must be completed and reviewed by the supervisor.

The ***NOAA Telework Safety Checklist*** has been completed and all action necessary to address safety concerns have been completed.

Additional Agreement Details:

Use this space to add additional requirements, metrics, or details that will become part of the agreement.

Employee Acknowledgements

I acknowledge that I will not be authorized to telework if my performance does not comply with the terms of my telework agreement. Failure to comply may also result in disciplinary action.

I understand that I must perform at the Fully Successful or higher (or equivalent) level in order to telework.

I certify that I have completed an approved interactive telework training program authorized by my bureau, the Telework Safety Checklist, and the Telework Eligibility and Readiness Assessment Tool, if applicable.

I understand that, unless this agreement is for COOP/Emergency purposes *only*, I am required to telework during office closures for weather and safety events unless granted Weather and Safety or Administrative leave by my supervisor, or electing to take unscheduled leave (if offered).

I understand that that I may be required to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference) on my scheduled telework day.

When unscheduled leave or telework is announced by the appropriate authorities, I understand that the election is mine but I must notify my supervisor. I am aware that, in rare situations, management may require me (a “non-emergency” employee) to report for an assignment that requires my presence, and management has discussed this with me in advance of the situation giving rise to unscheduled leave/telework.

I understand that I may not care for children, elders, or other dependents while I am in a *duty status* and teleworking. As described in the NOAA Telework Implementation Plan, 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.

I understand that I must abide by the IT Security requirements conveyed in the Commerce Information Technology Security Program Policy (ITSP), Commerce Information Technology Requirements (CITRs), Frequently Asked Questions (FAQs), and IT Security Policy memos.

Alternate Worksite Costs – The employee understands that the Government will not be responsible for any operating costs associated with the use of the employee’s home as an alternate worksite, for example, home maintenance, insurance, or utilities. The employee also understands 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.

Liability – The applicant understands that the Government will not be held liable for damages to their personal or real property while they are 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 – The applicant understands that they are covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the alternate worksite. The applicant agrees to notify his/her supervisor immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report as soon as possible.

Disclosure – The applicant agrees 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 sections **XVII - XX** of the DOC Telework Policy and Sections **XVII – XIX** of the NOAA Telework Implementation Plan (October 2021).

Employee’s Signature and Date: _____

SECTION II – TO BE COMPLETED BY THE APPROVING OFFICIAL

Approved: Disapproved: Reason Not Approved:

[] I certify that the employee is eligible and authorized to telework and that I have reviewed the employee’s Safety Checklist:

Termination Date of Agreement (Note: all agreements must be reviewed *at least annually*):
 Indefinite/Until Terminated or Modified

Supervisors’ Signature and Date (if Supervisor is not the Approving Official):

Approving Official’s Signature and Date:

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**XXIII. APPENDIX B: NOAA TELEWORK ELIGIBILITY AND READINESS
ASSESSMENT TOOL**

NOAA Telework Eligibility and Readiness Assessment Tool

Note: This assessment should focus on the attributes of the employee rather than the suitability of the functions of the position for telework. The amount of telework that is suitable for a position should be established using the telework suitability tool.

The decision to permit an employee to telework, and how much telework to approve, should be based on the ability of an employee to work in a setting away from their customers and coworkers, either in their home or at another Federal facility, without on-site supervision. The following tool is to be used by the supervisor as a basis for discussing whether and how much telework is appropriate for a particular employee. The employee and the supervisor may complete the assessment together or separately and should discuss any discrepancies.

Lower scores in any assessment area are not necessarily disqualifying for telework, but may influence the amount of telework the supervisor approves and/or may require significant discussion, planning, or the addition of specific items/metrics in the telework agreement to ensure success. The supervisor may wish to utilize short-term telework agreements which expire after a few months to gauge the employee's readiness for telework.

Statutory Eligibility:

If any of the below boxes are checked, the employee is *ineligible* for telework and their application must be denied.

- The employee has been officially disciplined for being Absent Without Leave (AWOL) for more than 5 days in any calendar year ***and the record of such discipline remains in the eOPF.***
- The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties [Public Law 111-292, 6502(a)(2)(A)(B)] ***and the record of such discipline remains in the eOPF.***
- The employee's ***current*** performance is below the Fully Successful (or equivalent) level.

Notes:

1. Disciplinary actions that are not reflected in the eOPF are not considered "official."
 2. Disciplinary records such as Letters of Reprimand, which are removed from the eOPF after a period of time, are only disqualifying while they are present in the eOPF.
 3. An employee's performance may change throughout the year. If an employee's performance has previously been less than Fully Successful, but they have since improved, they are no longer ineligible.
-

Telework Readiness Assessment

Please rate yourself or your employee, using the following scale:

5 – Always 4 – Usually 3 – Sometimes 2 – Rarely 1 – Never

- 5 1. Employee successfully performs tasks without regular monitoring/supervision.
- 5 2. Employee is comfortable working autonomously/independently.
- 5 3. Employee independently identifies required work products.
- 5 4. Employee successfully establishes priorities and plans/organizes their work accordingly.
- 5 5. Employee demonstrates a high level of productivity, efficiency, and effectiveness.
- 5 6. Employee keeps management informed of their work progress.
- 5 7. Employee meets deadlines.
- 5 8. Employee communicates hindrances to successful completion of a task or project in sufficient time to allow for alterations that improve the opportunity for success.
- 5 9. Employee communicates clearly and effectively, particularly in email or over the phone.
- 5 10. Employee is responsive to emails, calls, instant messages, and meeting requests.
- 5 11. Employee demonstrates capability to use technology to achieve work goals and collaborate.
- 5 12. Employee understands their role and their supervisor's expectations.
- 5 13. Employee demonstrates knowledge of the organization's procedures and policies.
- 5 14. Employee complies with organization's time and attendance policies.
- 5 15. Employee complies with Department's information technology security protocols.

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XXIV. APPENDIX C: NOAA ALTERNATIVE WORKSITE SAFETY CHECKLIST

APPENDIX C: NOAA TELEWORK SAFETY CHECKLIST

This checklist is to be completed only if the proposed alternate worksite is in a private residence. This checklist is designed to assess the overall safety of the designated work area of the alternate worksite. Each applicant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the applicant and submitted to the immediate supervisor.

Applicant Name: _____ Date: _____ Telephone: _____

Address, Telephone, and Location of Alternate Worksite: _____

Describe the Designated Work Area:

1. Are stairs with four or more steps equipped with handrails? Yes No N/A
2. Are aisles, doorways, and corners free of obstruction? Yes No N/A
3. Are file/storage cabinets arranged so that open doors/drawers do not create obstacles?
 Yes No N/A
4. Is the office space neat, clean, and free of combustibles? Yes No N/A
5. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard? Yes No N/A
6. Are circuit breakers/hoses in the electrical panel properly labeled? Yes No N/A
7. Is electrical equipment free of recognized hazards that could cause physical harm (e.g., frayed, loose, and/or exposed wires, bare conductors, etc.)? Yes No N/A
8. Does the building electrical system permit grounding of equipment (i.e., have three-prong receptacles)? Yes No N/A
9. Is there a smoke alarm and clear access to a fire extinguisher? Yes No N/A

By signing this document, the applicant certifies that all of the above applicable questions were answered in the affirmative, or, if answered in the negative, that the applicant will take all necessary corrective actions to eliminate any hazard prior to beginning telework.

Applicant's Signature and Date: _____

**National Oceanic and Atmospheric Administration (NOAA)
Telework Implementation Plan
October 2021**

XXV. APPENDIX D: (OPTIONAL) TELEWORK TERMINATION FORM

APPENDIX D: NOAA OPTIONAL TELEWORK TERMINATION FORM

The telework option is a privilege and not an employee right. As such, it falls under the supervisor’s discretion to determine how work should be accomplished with the organization. Termination of the telework agreement can be either voluntary or involuntary.

This is notification that the telework agreement, which was signed on _____ is no longer in effect and is hereby terminated.

Termination is based on (check one):

- Voluntary Withdrawal
- Involuntary Withdrawal

If telework is involuntarily terminated, the decision is based on:

- Requirements of the current work assignment
- Reassignment or change in duties
- Failure to maintain employee eligibility standards
- Breach in Information Technology Security policies and/or procedures
- Other (please specify):

Receipt Acknowledged

Employee’s Signature and Date: _____

Supervisor’s Signature and Date: _____

Approving Officials Signature and Date (If Approving Official is not the Supervisor):

Telework Enhancement Act Program (TEAP) Operating Procedures

March 2022

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Glossary of Terms

The Telework Enhancement Act of 2010 grants the United States Patent and Trademark Office (USPTO, Office or Agency) unique authority to allow employees working remotely¹ to relocate outside the local USPTO commuting area for their convenience, in exchange for a limited waiver of the right to travel expenses. 5 U.S.C. §§ 5711(f), (g). This authorization was piloted through 2020, and is now a permanent program known as the Telework Enhancement Act Program (TEAP). These operating procedures (Operating Procedures) set forth the framework for TEAP.

1. Joint Oversight Committee

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- a. **Committee:** In accordance with 5 U.S.C. § 5711(f)(4), the Operating Procedures have been developed by a USPTO Telework Oversight Committee. The Committee consists of representatives from USPTO management and each of its three bargaining units: 1) National Treasury Employees Union, Chapter 243; 2) National Treasury Employees Union, Chapter 245; and 3) the Patent Office Professional Association.
- b. **Meetings:** The Committee will meet on a semi-annual basis, or as otherwise needed on an ad hoc basis. Any of the unions or management may call for an ad hoc meeting. During these meetings, at least one member of two of the three bargaining units must be present, as well as at least one management official from both Patents and Trademarks.
- c. **Modifying Operating Procedures:** Any management or labor representative may propose modification to the Operating Procedures. Modification must be agreed upon by consensus of all parties, unless the impacted employees are confined to a single union or are non-bargaining unit employees (including supervisors). In the event that management and a single union wish to modify part of these Operating Procedures as applicable only to that union, they may do so via a supplemental memorandum of understanding (MOU). These may be referred to as “bilateral” agreements, and should be read in conjunction with these Operating Procedures. As early in the process as practicable and no later than when a tentative agreement has been reached, these agreements will be shared with the rest of the Committee for fair and full consideration. If other unions or business units wish to implement similar change(s), the Committee will consider making the change(s) applicable to all participants. Additionally, either a union or business unit may initiate separate discussions on their behalf if they feel their union or business unit would benefit from the same or similar agreement. Parties are expected to provide explanations of their reasoning related to their decisions
- d. If management determines to change these Operating Procedures as applicable only to non-bargaining unit employees, it may do so by notifying the impacted employees and issuing a management memorandum to be read in conjunction with these Operating Procedures. Management will share these changes with the Committee, and the unions may ask that the terms be incorporated into these operating procedures for all participants.

¹ Remote work is defined as performing assigned duties at an approved alternate worksite for five (5) days per week without a minimum reporting requirement to a USPTO Office. A participant's

2. Relationships to Existing Agreements

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Existing collective bargaining agreements remain in effect except for provisions that are specifically contradicted by these procedures. These Operating Procedures are intended to work in conjunction with the applicable, underlying telework program policies that apply for each Business Unit, and are not a replacement for a primary telework policy.

3. Eligibility and Participation

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Participation in TEAP is voluntary, and, pursuant to 5 U.S.C. § 5711(f)(3)(C), it must be for reasons of the employee's convenience.

- a. **Eligibility.** In order to apply to participate in TEAP, an employee must meet all of the following criteria:
 - i. Be eligible for remote telework under the relevant underlying telework program that would apply in the employee's business unit.
 - ii. Be in a position designated as TEAP-eligible by management. The Agency will not convert TEAP-eligible positions to ineligible before bargaining to the extent required by law.
 - iii. Voluntarily change their official duty station to a location outside of a 50-mile radius from the USPTO Headquarters, and within the United States and Puerto Rico.
 - iv. Waive the right to reimbursement for travel expenses for a certain number of trips identified in these Operating Procedures.
 - v. Have regular job responsibilities that do not include extended and/or multiple periods of time at the office that are expected to add up to greater than 5 days per fiscal year. The Agency determines whether this is the case based on individual job duties.
- b. **Program Size :**
 - i. For employees in a bargaining unit, there is no limit to the number of employees that may participate in TEAP if they are otherwise eligible.
 - ii. For employees not in a bargaining unit, the Agency will determine how many employees may participate.

4. TEAP Application Process

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- a. The centralized on-line process for all applicants is available on the intranet. The process includes:
 - i. Orientation to TEAP;

- ii. Submission of an application in the Enterprise Telework Information System² (ETIS) (see paragraph c below);
 - iii. Signing of an agreement with an attestation and a waiver of reimbursement of travel expenses by the applicant, using the ETIS;
 - iv. Approval by the Agency;
 - v. Change of the official duty station.
- b. Application timing:
- i. Applications may be submitted at any time.
 - ii. There will be a monthly review and approval. Closing for each application period will be midnight on the second Saturday of each month.
 - iii. Applicants will be notified of the status of their application within the two weeks after the second Saturday of each month. If the application is denied, the reason for the denial will be provided to the employee.
 - iv. Employees will begin participation after the Personnel Action Request (PAR) has been issued and notice of approval is received.
- c. Application process:
- i. Before applying, the employee must be eligible as described in Section 3.a above and live outside the 50-mile radius of the USPTO Headquarters, or plan to move outside the 50-mile radius of USPTO Headquarters within one month of TEAP approval. If the employee has not relocated outside the 50-mile radius, the employee must notify the Agency and will be converted from TEAP.
 - ii. Interested employees should submit a TEAP application using the ETIS.
 - iii. If, upon review of the application documents, the employee is not approved because information is missing or not clear, the employee will have one week to perfect the submission. The submission will be promptly reviewed and if the submission has been appropriately corrected, the employee will be promptly notified that he/she has been approved to participate on TEAP. If the submission is reviewed and is not approved because the employee does not meet the eligibility requirements, the employee cannot participate in TEAP, but may reapply when the employee meets eligibility requirements.
 - iv. A participant may withdraw at any time by providing notice to their business unit's telework coordinator, supervisor, and withdrawing their application and/or agreement in ETIS. For further detail see section 9.

²When used in this document, ETIS refers to the current system for on-line applications, known as the Enterprise Telework Information System, and any replacement tool serving this purpose.

5. Worksites

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a. Definitions:

- i. **USPTO worksite** is defined here as a workspace located in a USPTO physical location, such as the headquarters in Alexandria, Virginia, a Regional Office, or any other space maintained by the USPTO.
- ii. **Alternate worksite** is an approved telework worksite that is not a USPTO worksite. Approval must be sought in advance of use of an alternate worksite. Alternate worksites must meet requirements for internet service, security, and safety. An airport, coffee shop, or other unsecured public area are not approved alternate worksites. A teleworking employee may have both a **primary alternate worksite** (i.e., the principal telework location, likely an employee's home) and one or more **secondary alternate worksites**. Participants are responsible for alerting management and making an address change in ETIS if the intended stay at a secondary alternate worksite exceeds 6 months cumulatively within a calendar year. (See Section 8.)
- iii. A **temporary alternate worksite** is a location where the employee requests to telework in emergency and exigent circumstances (e.g., weather and safety evacuation, service outages, emergency personal circumstances) and when on mandatory work travel (i.e., hotel or temporary location where employee is staying).

- b. **Requirements:** Generally, employees may work from secondary alternate worksites after receiving advance approval. In cases of emergency or exigent circumstances, employees may work from temporary alternate worksites as long as they have provided notice to their supervisors at the soonest reasonable opportunity. TEAP employees should refer to the terms of their underlying remote telework program to determine any more specific rules related to working from secondary and temporary alternate worksites.

When a participant is unable to work at their primary alternate worksite due to a local system outage or equipment failure and it is reasonable to do so, an employee may:

- i flex,
- ii take leave,
- iii work at a secondary or temporary alternate worksite, or
- iv come into a USPTO worksite (See Section 15 for process of using Regional Office workspace as a temporary alternate worksite)—

NOTE: If the employee chooses to come into a USPTO worksite it will be considered a voluntary trip. If an employee is granted non-production time or adjustments with approval, the employee may not also work at a temporary alternate worksite or work from a USPTO worksite.

6. Relocation Expenses

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Since participation is voluntary, no employee relocation expenses will be paid to participants. However, relocation expenses may be paid due to a change in position when paying the expenses is in the interest of the government and in accordance with government-wide regulations.

7. Official Duty Station and Employee Benefits

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- a. **Official Duty Station:** When an employee begins participating in TEAP, the employee's official duty station will be the city, town, county, and state of the primary alternate worksite for which the employee is approved to telework.
- b. **Impact on Employee Pay:** Participation in this program may impact an employee's pay, due to differences in locality pay. Information on locality pay is available by checking the relevant pay tables found at <http://www.opm.gov>.
- c. **Benefits**
 - i. Employees will be able to change their health benefits carrier, by contacting the Office of Human Resources (OHR) if they relocate to an area outside of their current health benefits carrier coverage area. Employees are reminded that they are responsible for confirming that the health benefits plan they have selected provides coverage in their telework locations. OHR staff are available for assistance with changing your health care provider. Questions regarding your benefits, compensation or personnel action processing may be directed to HumanResources_USPTO@uspto.gov or telephone at 571-272-6000.
 - ii. All other benefits will remain the same unless there is a change in salary due to locality pay adjustments for the new area. If the pay is adjusted, affected employees' life insurance amounts will be adjusted, and their high-three average salaries could be affected. Thrift Savings Plan (TSP) totals will also be affected by a change in pay if deductions are drawn on a percentage basis.
- d. **State Taxes**
 - i. Employees should consult their tax advisor for specific tax information.
 - ii. The impact on employee's state taxes will depend on the tax codes of the employee's states of residence.
 - iii. Employees will be required to submit new state tax forms for their states of residence. State tax forms should be accessible online along with each state's rules and regulations.
 - iv. For more information visit the TEAP FAQs.

8. Moving to a Different Official Duty Station While on TEAP

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- a. When an employee decides to move to a different primary alternate worksite (including if an employee decides to make a secondary alternate worksite their primary alternate worksite) while on TEAP, it may change their Official Duty Station, and the following must be completed:
 - i. An employee must send a notice to the employee's supervisor and business unit telework coordinator with the effective date of the change. This must be submitted to the supervisor at least two full bi-weeks before the effective date of the move.
 - ii. The employee's supervisor must submit a Personnel Action Request (PAR) to the Office of Human Resources (OHR) within the first full bi-week after receipt of the change of official duty station. The PAR must include the change in the employee's official duty station including new address, city, county, and state.
 - iii. OHR will process the change of official duty station PAR within the first full bi-week after receipt.
- b. Since the move is voluntary, no employee relocation expenses will be paid to participants. (See Section 6.)
- c. A TEAP participant who relocates from outside the fifty mile radius of the USPTO Headquarters to an address within the fifty mile radius may either return to work at the USPTO Headquarters, convert to the fifty mile radius option, or convert to another appropriate telework option.

9. Withdrawal from TEAP

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- a. When an employee decides to withdraw from TEAP, the following must be completed:
 - i. The employee must send a notice to the employee's supervisor and business unit telework coordinator with the effective date of the change. This must be submitted to the supervisor at least two full bi-weeks before the effective date of the withdrawal.
 - ii. The employee's supervisor will submit a PAR to the Office of Human Resources (OHR) within the first full bi-week after receipt of the withdrawal notice. The PAR will include the change in the employee's official duty station: to Alexandria, Virginia; upon request and subject to available space, to the Regional Office from which the employee was working immediately before joining TEAP; or, another appropriate location if the employee signs up for a different telework program.
 - iii. OHR will process the withdrawal PAR within the first full bi-week after receipt.

- iv. The employee will consult with his/her supervisor regarding the need for an office or workspace at USPTO Headquarters or Regional Office, if applicable.

10. IT Availability

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- a. Work schedules remain the same as in the employee's underlying telework and other collective bargaining agreements, but currently, IT systems are not available 24 hours a day/7 days a week due to systems maintenance periods.
- b. During USPTO IT system [maintenance hours](#), systems may have limited or no availability.

11. Office Supplies and Equipment

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- a. Printer supplies will be shipped to employees. Employees will be initially supplied with a standard amount of toner and paper that should last for one year. Employees will request subsequent replacement shipments.
- b. Employees may pick up small office supplies at USPTO Headquarters while on a trip there.
- c. Employees will comply with USPTO instructions, as outlined in their underlying telework program, regarding the return or removal of work materials and equipment.
- d. Employees will ensure that only authorized personnel access USPTO equipment and materials.

12. Use of Technology in Lieu of Travel

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The office will provide reasonable technological or other alternatives when possible before requiring participant travel. The office will strive to improve engagement through technological means and voluntary in-person events in lieu of mandatory travel.

13. Travel Requirements

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The Telework Enhancement Act authorized the USPTO to establish a reasonable maximum number of occasional visits before employees are eligible for reimbursement of any approved travel expenses. A high level decision-making process will be used when trips are required as set forth herein. The intent is to bring employees back as few times as possible. The purposes for trips will be combined where possible to reduce travel.

Travel orders will be issued for all mandatory trips (whether employee or Agency paid). The employee's time for travel will be compensated based on the most efficient manner of travel as defined by Federal travel regulations. Employees will record this time as regular duty hours for travel or as compensatory time for travel.

- a. Mandatory Employee Paid Trips
 - i. Management may require a maximum number of mandatory employee-paid trips to the USPTO per fiscal year as defined in Section 13.d. Management will ensure that reasonable technological or other alternatives to employee travel are used before

requiring employee travel (including teleconferencing, videoconferencing, or internet-based technologies).

ii. Cancellation of mandatory employee-paid trips will be handled in the following manner:

- (1) If an employee is already at or en route to the USPTO before the trip is cancelled, it will count as an employee-paid trip.
- (2) If the trip is cancelled at three weeks or less prior to the expected event date, the employee will take action to avoid travel expenses.
 - (a) If all travel expenses can be avoided, it does not count as an employee-paid trip.
 - (b) If the employee cannot avoid some travel expenses or transfer the expenses to a future trip, the trip will count as an employee-paid trip.
- (3) If cancellation notice is given more than three weeks before the event, it does not count as a trip regardless of expenses incurred. All efforts will be made to give notice of cancellation as far out in advance as possible.

b. Mandatory Agency Paid Trips

- i. Management determines location of mandatory activity. For all TEAP participants this location will be USPTO facilities or another designated work location within the geographic limitations of the TEAP program.
- ii. After the maximum number of mandatory employee-paid trips to the USPTO per fiscal year as defined in Section 13.d, management will pay for travel expenses.

c. Notice to Employees

- i. The Agency has a goal of 4 weeks' notice, but at least 3 weeks' notice will be provided prior to the date on which the employee must report for the purpose of a mandatory employee-paid trip.
- ii. If less than 3 weeks' notice is provided, Agency will pay for the cost of that mandatory trip.
- iii. No less than 48 hours' notice will be given for any mandatory trip.

d. TEAP participants will have a maximum number of mandatory employee-paid trips and days in office per fiscal year.

- i. **Definition for "program trip days" in the office:** For purposes of TEAP, program trip days in the office shall be all days on which the Agency is requiring the participant to be present at a USPTO office and any day(s) within the same trip between events in which the employee's in person attendance is required. An example of the latter situation would be an all-hands meeting on Tuesday afternoon, followed by mandatory in-person training on Thursday. This trip would count as

three program trip days towards meeting the limit that the participant is responsible for covering expenses.

- (1) If the purpose of the trip can be met by traveling to a USPTO Regional Office, days spent at the Regional Office shall also count towards the maximum number of days.
- (2) Travel days, even if the employee does work at the Agency, do not count unless the employee travels on the day of an event for which the participant's presence is required at the USPTO.

ii. **Number of Mandatory Employee-Paid Trips:** For all TEAP participants, mandatory employee-paid trips to a USPTO office, or another location designated by the Agency, will be limited to one (1) trip per fiscal year, if necessary. After a TEAP participant has made an employee-paid trip, any remaining trips that fiscal year will be Agency-paid trips as per Section 13.b above.

- (1) The maximum number of employee-paid days for employee trips will total 5 calendar days. In any single trip, only days spent for the purpose of the required mandatory employee-paid trip and any intervening days count towards this number of days. If the total number of days for the mandatory employee-paid trip exceeds five (5) days, the Agency will pay appropriate per diem for days in excess of five (5) days.

e. Mandatory Days for Mandatory Trips

i. Normally trips of multiple days will fall within Monday through Friday of the same week excluding holidays.

- (1) Mandatory activities will be conducted Monday through Friday between 8:00 am and 6:00 pm Eastern time.
- (2) Program trip days do not include any days solely attributed to travel.

f. Authority to Determine Need for Mandatory Employee-Paid Trips

i. Decisions to require a mandatory employee-paid trip may only be made by management and subject to Section 12 herein, and will be made at the following organizational levels or higher (or equivalent positions if titles change):

- (1) Patents – Deputy Commissioners
- (2) Trademarks – Deputy Commissioners
- (3) Office of the Chief Administrative Officer (OCAO) – CAO or Deputy CAO
- (4) Office of the Chief Financial Officer (OCFO) – CFO or Deputy CFO
- (5) Office of the Information Officer (OCIO) – CIO or Deputy CIO
- (6) Office of General Counsel (OGC) – GC or Deputy GC
- (7) Office of Policy and International Affairs (OPIA) – Director or Deputy Director
- (8) Office of the Chief Communications Officer (OCCO) – Director or Deputy Director
- (9) Office of Equal Employment Opportunity and Diversity (OEEOD) – Director or Deputy Director
- (10) Patent Trial and Appeal Board – Chief Judge or Deputy Chief Judge

(11) Trademark Trial and Appeal Board - TTAB Chief Judge or Deputy Chief Judge

- ii. Notification will be sent to the affected union(s) that the Agency requires a mandatory employee-paid trip. The notification to the unions will be sent at least one week prior to when the employee(s) is/are notified. The notification to the union(s) will include the purpose for the trip and an explanation regarding the Office's attempts to use technological alternatives in lieu of requiring travel and all reasons that physical attendance is required. The Office will work with the union(s) to resolve any issues that are brought to its attention when requiring attendance.

g. Voluntary Trips

- i. A voluntary trip is defined as discretionary on the part of the employee and visitation/travel is not required by the Office. No travel orders will be made for this type of trip and no travel time will be provided. Voluntary trips may include:

- (1) Voluntary details and/or voluntary work assignments.

- (2) Emergencies such as hurricanes or flooding.

- ii. There are no limits to the number of voluntary trips. Employees are responsible for notifying their supervisor before beginning work and making arrangements for office space at the location. Management approval would be given for a defined period before the participant would report back to their official duty station/official work site.

- h. The Agency expects that TEAP participants will generally attend on-campus events virtually, unless otherwise required to attend in person. Where practical, the Agency will open on-campus events to TEAP participants if they wish to attend in person as part of a voluntary trip.

14. Work Spaces for TEAP Participants during Mandatory Trips [Top of Doc](#)

- a. For trips back to USPTO Headquarters during time periods before and after a mandatory event, the returning employee has the option to:
 - i. Work in Agency-provided space, if available;
 - ii. Work at a local area hotel in the room in which they're staying, in a private residence, or another location that is private and secure upon receiving approval (i.e., a temporary alternate worksite);
 - iii. Flex or take leave.
- b. It is recognized that the Agency has limited space to accommodate large numbers of employees returning to events. Management will make every attempt to identify and communicate available work space to employees returning to USPTO Headquarters. If possible, work spaces identified throughout campus will utilize a reservation system.

- i. Some space will be available for teleworkers at USPTO Headquarters to do regular work. Examples include:
 - (1) Regular hoteling space
 - (2) PTA training space or other training space, if available
 - (3) Conference rooms/auditorium

- c. Extended breaks between mandatory events during one day should be avoided when possible.

- d. When possible, events requiring travel should allow the employee the opportunity to have at least 8 work hours without having to utilize a temporary alternate worksite or on campus location for non-event related work.

15. Regional Office Workspace as a Temporary Alternate Worksite [Top of Doc](#)

TEAP participants and other teleworkers may work in a Regional Office as a temporary alternate worksite. Available space will be limited to hoteling offices and collaboration space. Employees must request to work in any Regional Office at least five days in advance to reserve an available hoteling office. The request must go to the employee's supervisor and the Regional Office director or designee. Regional Office management will approve requests based on available hoteling space. Exceptions will be made for exigent circumstances such as a severe weather event.

The following glossary of terms used in the TEAP Operating Procedures is provided to aid employees in understanding wording with which they may not be familiar. The descriptions herein apply to the TEAP Operating Procedures despite the fact that they may have other meanings outside of that document. As appropriate, references to the relevant sections of the Operating Procedures are provided.

- **Alternate worksite** is defined as a location away from a USPTO worksite, that is approved by the Agency and designated by the participant as the location they will use to perform some or all their official USPTO-assigned duties. The alternate worksite must be located in the United States (currently defined as the fifty states and the District of Columbia) and Puerto Rico. All alternate worksites, whether primary, secondary, or temporary, must comply with USPTO policies regarding physical and IT security. An airport, coffee shop, or other unsecured public area is not an approved temporary alternate worksite.
- **Business Unit** - A “business unit” is the part of the USPTO in which you work. For example, the business unit of patent examiners is “Patents.” Note that this is not restricted by Art Unit, etc. Members of the National Treasury Union Chapter 243 bargaining unit are in a variety of business units. Any employee who is unsure of his/her business unit should contact their supervisor. The business units are:
 - Office of the Commissioner for Patents
 - Office of the Commissioner for Trademarks
 - Office of the Chief Administrative Officer (OCAO)
 - Office of the Chief Financial Officer (OCFO)
 - Office of the Information Officer (OCIO)
 - Office of General Counsel (OGC)
 - Office of the Under Secretary
 - Office of Policy and International Affairs (OPIA)
 - Office of the Chief Communications Officer (OCCO)
 - Office of Equal Employment Opportunity and Diversity (OEEOD)
 - Patent Trial and Appeal Board (PTAB)
 - Trademarks Trial and Appeal Board (TTAB)
- **Mandatory Trip** - Pursuant to the TEAP, any participant may be required to travel to the USPTO Headquarters in Alexandria, Virginia or another location designated by the agency. The Office has the authority to issue this requirement and such a visit is referred to as a mandatory trip. The decision to declare a mandatory trip where the participant will have to pay all travel expenses will be made at a high level within individual business units.

- **Mandatory Employee-Paid Trip** - This is a trip when an employee participating in the TEAP is directed to travel by the Agency and will need to pay for all transportation costs and potentially lodging, meals and incidental expenses. All participants in the TEAP will waive any claims for travel expenses for employee- paid trips. Employee-paid trips are limited to the number set forth in the Operating procedures. TEAP participants making a mandatory employee-paid trip will be travelling on regular duty hours or travel compensatory time, not their own time.
- **Mandatory Agency-Paid Trip** - Mandatory Agency-paid trips are required trips after the maximum number of mandatory *employee*-paid trips has been reached, or when less than three weeks notice has been given. As the language suggests, the Office will pay the transportation costs and potentially lodging, meals and incidental expenses, and the travel time, of any employee engaged in such travel.
- **Official Duty Station** - the city/town and state in which an employee's official worksite is located. For purposes of this program, the official duty station will always be in the United States (currently defined as the 50 United States, the District of Columbia, and Puerto Rico). An employee's official duty station is the location that is documented on the employee's most recent SF-50, Notification of Personnel Action.
- **Primary alternate worksite** is the principal telework location where the participant designates that either all or a majority of assigned duties will be performed (typically the employee's home). This is also the basis for determining an official duty station under TEAP.
- **Program Trip Days** - For purposes of the TEAP, a program trip day is any day the Office requires a participant to be present at the USPTO Headquarters or other designated location and any day(s) within the same trip between events in which the employee's in-person attendance is required. An example of the latter situation would be an all- hands meeting on Tuesday afternoon, followed by mandatory in-person training on Thursday. This trip would count as three program trip days towards meeting the limit that the participant is responsible for covering expenses. Travel days, even if the employee does work at the Office, do not count unless the employee travels on the day of an event for which the participant's presence is required at the USPTO.
- **Secondary Alternate Worksite** is an authorized telework location that is not the primary alternate worksite where an employee may work for up to six (6) months.
- **TEAP** stands for the "Telework Enhancement Act Program."
- **Temporary Alternate Worksite** is a location where the employee requests to telework in emergency and exigent circumstances (e.g., weather and safety evacuation, service outages, emergency personal circumstances) and when on mandatory work travel (i.e., hotel or temporary location where employee is staying).
- **Telework Oversight Committee** - The Telework Enhancement Act of 2010 provides that the USPTO must establish an "oversight committee comprising an equal number of members representing management and labor, including representatives from each collective bargaining unit." This Telework Oversight Committee was formed in early 2011 and has formulated the Operating Procedures for the TEAPP.

- **USPTO worksite** is defined here as a workspace located in a USPTO physical location, such as the headquarters in Alexandria, Virginia, a Regional Office, or any other space maintained by the USPTO.
 - **USPTO Headquarters** is the USPTO main campus in Alexandria, Virginia. If the USPTO changes the location of its primary physical operations (e.g., as a result of change in leased space), then USPTO Headquarters will be understood to be the successor location.
-

Department of Commerce
Collective Bargaining Agreement(s) –
Telework Provisions

U.S. Census Bureau Telework Policy

January 2023



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APPROVALS

This telework policy, approved January 2023, supersedes all previous telework policies.


Approved by:

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DEFINITIONS

ACT OF GOD. An act of God means an act of nature, including hurricanes, tornadoes, floods, wildfires, earthquakes, landslides, snowstorms, and avalanches (Title 5, Code of Federal Regulations (CFR) 630.1602).

Agency worksite. The regular worksite for the employee's position of record; the physical address or place where the employee would work if not teleworking. Refers to an official federal agency location where work activities are based, generally considered a centralized location of an employee's assigned organization. The term regular worksite is also used to describe agency worksite. (Example available in 5 CFR 531.605(d).)

Alternative worksite. A worksite other than the agency worksite, typically the employee's residence (primary) or secondary worksite, that supports work and provides appropriate information technology (IT) connectivity and security precautions in support of telework. The alternative worksite has been approved by the second-level supervisor for the performance of the employee's official duties. For purposes of telework, the alternative worksite is considered an official government worksite. The intent is that the secondary worksite is not to be used for teleworking more than the primary worksite.

Continuity of Operations (COOP) Emergency Employee. A COOP employee (federal) is assigned responsibility to report to an alternative worksite, as required, to perform the Census Bureau's Mission Essential Functions or other COOP related operations. This category of emergency employees includes the Emergency Relocation Group (ERG) and Emergency Command Team. The Census Bureau often refers to COOP Emergency Employees as CEEs. COOP designation is different from the designation of essential employee; refer to the definitions for "essential employee" and "essential function."

Commuting area. Pursuant to 5 CFR 550.703, commuting area is defined as the geographic area surrounding a worksite that encompasses the localities where people live (within 150 miles of the respective Census Bureau office) and reasonably can be expected to travel back and forth daily to work.

Eligible position. A position is an eligible position when at least some of the duties can be performed remotely or the position description (PD) indicates telework eligibility. The amount and frequency of telework should consider the official duties that require routine work such as the direct handling of secure materials or the employee performs on-site activities that cannot be handled at an alternative worksite.

Emergency situation. An event, incident, or circumstance that interrupts or compromises operations at, or travel to or from, the agency or alternative worksite. May include a range of situations including, but not limited to, civil disruptions, inclement weather and associated travel conditions, national security situations, natural disaster, public health emergencies, power outages, unusual traffic situations, water main breaks, or other incidents where access to the agency or alternative worksite is compromised. Emergency situations include but are not limited to those that result in an official announcement of an operating status under which unscheduled telework is allowed, as defined by the U.S. Office of Personnel Management (OPM), Federal Executive Board, or regional director.

Essential employee. An employee who occupies a position that has been determined to be critical to operations in dismissal or closure situations.

Essential function. Functions that enable the federal government to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial or economic base in an emergency.

Evacuation order. An agency may order one or more employees to evacuate their worksite and work from their homes (or alternative location mutually agreeable to the agency and employee) during a pandemic health crisis without regard to whether the agency and employee have a telework agreement in place when the order to evacuate is issued (Title 5, CFR § 550.409(a)). Under these circumstances, an agency may designate the employee's home (or alternative location mutually agreeable to the agency and employee) as a safe haven, and provide evacuation payments to the employee. An agency must compute the evacuation payments, and determine the time period during which such payments will be made (Title 5, CFR § 550.404). An evacuated employee at a safe haven may be assigned to perform any work considered necessary or required to be performed during the evacuation period without regard to the employee's grade/band, level, or title. The employee must have the necessary knowledge and skills to perform the assigned work. Failure or refusal to perform assigned work can be a basis for terminating evacuation payments, and disciplinary action. An evacuation order can be issued for up to 180 days and reissued if the situation still warrants one.

Exigent conditions. Conditions that exist that are determined to be inherently unsafe or such that normal work activities will be disrupted substantially for 4 or more hours and alternative arrangements for work to continue are deemed necessary.

Hoteling. A method of office management in which workers dynamically schedule their use of workspaces such as desks, cubicles, and offices. It is an alternative approach to the more traditional method of permanently assigned seating. Hoteling is reservation-based unassigned seating; employees reserve a workspace before they come to work in a Census Bureau office.

Legally protected information. Information collected or available under any law or regulation that restricts access for confidentiality reasons, including Titles 5 (including the Privacy Act of 1974), 13, 26, 42, and the Confidential Information Protection and Statistical Efficiency Act.

Locality pay. An employee's locality rate of pay is based on the employee's official duty station and is determined in accordance with 5 CFR § 531.604(b). The bureau/operating unit must determine and designate the official duty station for an employee covered by a telework agreement using the criteria in Section 5 Duty Station/Official Worksite.

Mobile workers. Employees who, by the nature of their duties, do not have a designated worksite, and typically use their homes as their duty station, for example, field representatives and field supervisors. Due to the nature of their work, mobile workers are not considered telework ready employees. Note: This is different from "hoteling" arrangements, in which frequent teleworkers use shared space when they are working at their designated official worksite.

Official worksite/duty station. Pursuant to the OPM definition and as set forth in 5 CFR 531.605, the official worksite is the location where the employee regularly performs their official work duties. Changes in an employee's official worksite may affect employee pay and travel funding responsibilities and must be processed by the servicing Human Resources Office. Designation of the official worksite must be determined on a case-by-case basis using the following considerations:

- Employee:
 - Scheduled to physically report at least twice each biweekly pay period on a regular and recurring basis.
 - Not scheduled to report at least twice each biweekly pay period to the agency worksite (includes remote workers).

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- Scheduled to report to varied work locations on a recurring basis (mobile work), and who does not report at least twice each biweekly pay period to the agency worksite.
 - Official worksite/duty station:
 - Agency worksite for the employee's position—the place where the employee would normally work if not teleworking.
 - Alternative worksite (except in certain temporary duty situations).
 - Agency worksite, as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the agency worksite.

Officially disciplined. A disciplinary action that results in the placement of a document in an employee's official personnel file (OPF); the bar on telework participation remains in effect as long as the document stays in an employee's OPF. A suspension or termination related to the items mentioned in Public Law 111-292 (codified in 5 U.S.C. Chapter 65) that results in a document (Standard Form (SF) 50) that permanently remains in the OPF would result in permanent prohibition in telework participation.

Official time. Authorized by Title 5, United States Code (U.S.C.) § 7131.

Official timekeeping system. WebTA is the web-based time and labor solution that simplifies timekeeping with online functionality that allows employees to request leave and premium pay. The system allows Census Bureau employees and/or timekeepers to input and validate time/fund code and supervisors to approve leave requests and to certify timecards online, all in one system.

Personally Identifiable Information (PII). PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information. Because there are many different types of information that can be used to distinguish or trace an individual's identity, the term PII is necessarily broad. The definition of PII is not anchored to any single

category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified using information that is linked or linkable to said individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information is made publicly available—in any medium and from any source—that, when combined with other information to identify a specific individual, could be used to identify an individual (e.g., Social Security number, name, date of birth, home address, home e-mail, etc.).

Routine telework (recurring telework). Telework performed as part of a previously approved, ongoing, and regular schedule. Instances of routine telework must be approved by the supervisor and recorded in the official timekeeping system.

Second-level supervisor. The second-level supervisor authorized to approve, deny, or terminate telework agreements. At the division chief level or higher, the first-level supervisor and second-level supervisor may be the same person. This person must have successfully completed required management training before rendering a decision on telework applications.

Situational telework (ad hoc, episodic, or unscheduled). Telework that is approved on a case-by-case, occasional, one-time, or irregular basis, where the hours worked are not part of a previously approved, ongoing, and regular telework schedule. Examples include telework to accommodate scheduling issues such as special work assignments or appointments away from the office. Situational telework is sometimes referred to as episodic, intermittent, unscheduled, or ad-hoc telework. This type of telework requires an approved telework agreement. Instances of situational telework must be approved by the supervisor and recorded appropriately in official timekeeping system.

Supervisor. A person directly responsible for the employee and their performance.

Temporary Alternate Duty Station (TADS). An arrangement which may be appropriate for employees with serious medical conditions or to care for an immediate family member (spouse, son, daughter, or parent of the employee) with a serious medical condition, of a temporary nature (Article 23.14 of the Collective Bargaining Agreement). Immediate family members and serious medical conditions are defined in accordance with 5 CFR § 630, Subpart L, available at <www.govinfo.gov/content/pkg/CFR-2014-title5-vol1/pdf/CFR-2014-title5-vol1-sec630-1202.pdf>.

Telework. A workplace flexibility arrangement under which employees perform the duties and responsibilities of their positions, and other authorized activities, from an approved worksite (e.g., home, other approved alternative location) other than the official worksite from which the employee would otherwise work (5 U.S.C. § 6501(3)), and reports to the official worksite on a regular/recurring basis of at least twice per biweekly pay period. The duty station of the employee remains the duty station of the official worksite.

Telework does not include:

- Any part of the work performed while on official travel (travel regulations take precedence over telework).
- Work performed while commuting to and from a worksite.
- Mobile work (including work performed by field representatives).

Telework agreement. The telework agreement is the documented agreement which provides the framework, expectations, terms, conditions, and responsibilities by which an employee (who has met the requirements to apply for telework) completes, agrees to with management, and submits for approval or denial.

Telework-ready employee. An employee who has completed the required telework training, has an approved telework (either regular/recurring, or situational) agreement, and has the required necessities at the alternative worksite to perform the duties and responsibilities of their position during their period of telework.

Unscheduled telework. A form of situational telework that allows telework-ready employees to telework without previous supervisory approval in response to specific announcements by OPM or other appropriate authority. This type of telework requires notification to your supervisor prior to teleworking.

1. INTRODUCTION

This telework policy issues and transmits the U.S. Census Bureau's policy governing the use of workforce mobility and telework, and supersedes all previous telework policies, including past practices, in place throughout the Census Bureau.

Based on the provisions of Public Law No. 111-292, known as the Telework Enhancement Act (TEA) of 2010. Telework is defined and authorized by the Telework Enhancement Act of 2010, which is now codified within 5 United States Code (U.S.C) Chapter 65. This policy provides guidelines for implementation of telework within the Census Bureau.

Note: This policy applies to all Census Bureau employees. It does not apply to employees who are contractors. Contractors should consult with their company's project manager and/or human resources manager regarding their telework policy/guidelines. The use of telework by Census Bureau employees is restricted to the United States and its territories and possessions with the exception of Domestic Employees Teleworking Overseas (DETO).

The Census Bureau recognizes workforce mobility (telework) as an overarching term describing the ability of employees to perform work both within and outside the agency worksite as defined in this telework policy. The Census Bureau continues to support telework to the maximum extent possible that is consistent with the business needs of the organization and that will fully enable the Census Bureau to achieve its mission.

Workforce mobility, including telework, is critical to:

- Performance-based business outcomes for individuals, work teams, and organizations.
- Continuity planning.
- Expanded recruitment and retention.
- Employee engagement and work/life balance.

This policy is designed to facilitate agency, organizational, and individual performance by providing the structure needed for effective telework for the Census Bureau. Successful telework requires communication and collaboration between employees, their supervisors, and affected work groups. Each is responsible for successful implementation and related performance outcomes. Organizations must ensure compliance with the provisions of this policy, support of agency guidelines, and fulfillment of applicable labor relations obligations.

Note: Telework is a tool to support effective accomplishment of assigned work. It is not an employee's entitlement or right.

Program Level Evaluation

Consistent with the Telework Enhancement Act of 2010 (P.L. 111-292), now codified in 5 U.S.C. Chapter 65, and the Department of Commerce (DOC) Telework and Remote Work Plan (December 2021), the Census Bureau is required to answer Office of Personnel Management (OPM) and DOC calls for data on telework.

The Census Bureau will respond to requests from the chief human capital officer and telework managing officer of the DOC, the DOC telework program manager, and the OPM.

These reports, including participation and frequency of telework, will be shared with the Census Bureau's Labor Management Council.

2. RESPONSIBILITIES

Telework Program Manager (TPM)

The TPM is responsible for:

- Administering the Telework Program.
- Collaborating with stakeholders, as appropriate, on telework policy and process changes.
- Providing telework advocacy.
- Developing and providing support to implement policy related to telework programs.
- Providing expertise and guidance to leadership.
- Serving as a resource for managers and employees on telework matters.
- Serving as a point of contact with the OPM and providing advocacy, implementation support, and data collection on implementation of this policy at the agency level.

Human Resources Division (HRD)

The HRD is responsible for:

- Ensuring that all Census Bureau employees (new and current) and supervisors are aware of the opportunity for telework and the parameters for implementing telework as outlined in this policy.
- Providing guidance, support, and evaluation to support fair and consistent implementation of this policy.
- Identifying and providing training for employees and supervisors.
- Preparing and submitting annual reports to OPM regarding telework as required.
- Conducting periodic accountability reviews of telework to analyze use, policy compliance, and the degree to which telework is supporting agency requirements.
- Maintaining telework data and records.

Employees

Employees are responsible for:

- Discussing the desire to telework and related schedule with your supervisor before submitting your initial Telework Agreement.
- Following the rules of employee conduct consistent with the Office of Government Ethics' Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR Part 2635) while teleworking at the approved alternative worksite.
- Adhering to the terms of the approved telework agreement.
- Successfully completing required telework training and submitting the telework agreement in the Census Human Resources Information System (CHRIS).
- Submitting updated telework agreements in the CHRIS system when relevant changes occur during the agreement period (including change in supervisor, position, and employee eligibility).
- Safeguarding all sensitive and titled data (including PII, Title 13, Title 26, and Title 5) in accordance with Office of Management and Budget (OMB) M-06-19 and Census Bureau policies.
- Ensuring the telework location provides adequate internet connectivity that is compatible with your Government Furnished Equipment (GFE). The telework location should also provide an acceptable level of privacy appropriate to the sensitivity of the work performed and security to prevent loss or theft of equipment and information.
- Contacting IT support if there is a repeated issue with sound, video, messaging, or other communication capabilities on GFE.

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- Appropriately using telework as a tool to accomplish work pursuant to their performance plans and assigned tasks.
 - Meeting individual, team, and organizational requirements including, but not limited to, all requirements regarding communication, accessibility, and collaboration as required by the supervisor.
 - Using appropriate communication tools regardless of whether employees telework. Individual work groups are encouraged to consider the types of communication tools (meetings, text, chat, e-mail, video, etc.) that work best in support of individual and organizational performance, utilizing the many tools available to Census Bureau employees. The use of video can be a valuable way to strengthen engagement in meetings, build collegial relationships, and maintain focus while working in virtual teams. Examples of these meetings can include (onboarding, performance, discipline related, branch/division, and/or presentations). Employees collaborating in virtual spaces (whether teleworking or on site) may be required to use their video. Managers are encouraged to make this clear in advance of the meeting. Employees who are reluctant to use video, whether for general or circumstantial reasons, may utilize background filters to minimize any privacy or personal concerns, or discuss their preferences /concerns with their supervisor. It is expected that supervisors will use reasonable discretion in these cases.
 - Reporting to the agency worksite (or other required location), as required by management and pursuant to agency needs, for all or part of the workday during which they would otherwise telework.
 - Notifying the supervisor for instances of cancelled or interrupted plans to telework. Such instances do not constitute a termination of that telework day (long term) or entitle the employee to a “replacement” or “in lieu of” telework day. Employees and supervisors can determine alternate plans on a case-by-case basis.
 - Discussing with the supervisor and agreeing on how much advance notice will be needed to report to the agency worksite, prior to approval of the telework agreement. The discussion should consider individual circumstances, including travel distance, commute time, and all available means of transportation (including public transit).
 - Understanding and acting in accordance with the Census Bureau’s Dismissal and Closure Procedures, including:
 - Being familiar with operating status announcements.
 - Preparing and planning, including taking necessary equipment, such as laptop, to the alternative worksite when severe weather or other emergency situations can be anticipated.
 - Notifying supervisor of work status when an operating status announcement is made by the OPM, Federal Executive Board, or regional authority.
 - Accurately reporting telework type and hours worked in the official timekeeping system.
 - Ensuring that their individual application for transit subsidy benefits accurately reflects their work schedule, including telework. Applications must reflect anticipated telework days and not include requests for transit subsidy benefits for those days.
 - Working with supervisors to ensure that telework does not place a hardship or extra workload on other employees.
 - Following established office practices, agency policies, and laws for requesting and obtaining approval of leave, overtime, or any change to the work schedule.
 - Keeping primary (permanent home address) and alternative worksite address current in the telework agreement in CHRIS; a permanent address change requires resubmission of the telework agreement for approval.
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- Coordinating with the supervisor to establish flexible schedules, request appropriate leave, or otherwise account for time spent engaging in dependent care if responsible for caring for dependents.
 - If the elders, children, or other dependents residing with a teleworking employee can care for themselves for part of the workday, then their presence at the telework location should not interfere with the employee performing his/her telework.
 - When federal offices are closed or there is an unscheduled telework status, an employee who is required to telework may request periods of personal leave during the workday (thus removing themselves from a duty status) to care for an elder, a child, or a dependent.
 - Obtaining supervisory approval to extend their workday outside of business hours within their respective time zone before working outside business hours.
 - For positions that require working during designated time frames during the day to provide support to customers in other time zones, this flexibility may be limited by management.
 - Scheduling hoteling space in advance of working at a Census Bureau worksite.
 - Union representatives: Adhering to the telework policy and the Collective Bargaining Agreement (CBA) while performing union activities at the approved alternative worksite. Union representatives are authorized to perform union representational activities while teleworking based on their eligibility under the Telework Enhancement Act.
 - Discussing the feasibility of telework with your employee before an initial telework agreement is submitted. The Telework Assessment Tool, available at <<https://uscensus.sharepoint.com/sites/CensusCentral/SitePages/Telework--Important-Documents.aspx>>, is a helpful tool.
 - Engaging employees in discussion when considering individual, team, and organizational performance requirements while making telework participation, scheduling, and frequency decisions based on appropriate business needs.
 - Preparing a plan, in collaboration with the employee, for returning the employee to telework eligibility or participation when telework is denied or suspended for an otherwise eligible employee on a temporary basis.
 - Ensuring that all interested employees successfully complete required telework training and submit a telework agreement in the CHRIS system.
 - Reviewing telework agreements at the beginning of each performance year or as appropriate based on relevant changes.
 - Reviewing and approving requests from employees regarding the primary and secondary alternative worksites.
 - Reviewing and discussing submitted telework agreements with employees within 5 business days of employee submission.
 - Making recommendations to the second-level supervisor regarding telework participation, schedules, and frequency. Upon denial, provide explanation to the employee and in the CHRIS telework agreement.
 - Treating all employees (whether teleworking or not) the same in actions involving managerial discretion, including but not limited to:
 - Periodic appraisals of job performance of employees.
 - Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

Supervisors

Supervisors are responsible for:

- Completing the required management telework training course in the Commerce Learning Center prior to making any telework decision.

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- Equitable distribution of work assignments among employees with the same position descriptions.
 - Work schedules.
 - Work requirements.
 - Other acts involving managerial discretion.
 - Using appropriate communication tools regardless of whether employees telework. Individual work groups are encouraged to consider the types of communication tools (meetings, text, chat, e-mail, video, etc.) that work best in support of individual and organizational performance, utilizing the many tools available to Census Bureau employees. The use of video can be a valuable way to strengthen engagement in meetings, build collegial relationships, and maintain focus while working in virtual teams. Examples of these meetings can include (onboarding, performance, discipline related, branch/division, and/or presentations). Employees collaborating in virtual spaces (whether teleworking or on site) may be required to use their video. Managers are encouraged to make this clear in advance of the meeting. Employees who are reluctant to use video, whether for general or circumstantial reasons, may utilize background filters to minimize any privacy or personal concerns, or discuss their preferences /concerns with their supervisor. It is expected that supervisors will use reasonable discretion in these cases.
 - Reviewing time and attendance information submitted by employees or timekeepers to ensure accuracy, including correct coding of telework participation (routine vs. situational), certifying timesheets with telework, ensuring that the employee has an approved telework agreement in place.
 - Communicating to the employee the possibility that management may find it necessary to require a nonemergency, telework-ready employee to report for an assignment that requires presence at the agency worksite. This should be a special work circumstance that both the supervisor and employee know about, discuss, and plan. Where possible, every attempt should be made to minimize these interruptions. For example, utilizing teleconferencing or videoconferencing when available.

Second-Level Supervisor

The second-level supervisor is responsible for making a determination (approve, deny, or terminate) for telework applications within 15 business days from the submission date.

3. ELIGIBILITY

Employees are eligible to telework pursuant to organizational business needs, without diminished individual, team, or organizational performance, with the exceptions outlined below. Supervisors should make telework determinations based on appropriate business needs. The TEA makes a clear distinction between eligibility and participation.

An employee is eligible to telework **unless** one or more of the following exceptions apply:

- The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year.¹ The days do not have to be consecutive, just within the same year. The offense could have occurred at any time during their employment with the federal government.
- The employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the

¹ This offense renders the employee permanently ineligible to telework.

Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties.² (5 U.S.C. §§ 6502(a)(2)(A) and (B)).

- The employee's performance does not comply with the terms of the written telework agreement between the supervisor and the employee.³ (5 U.S.C. § 6502(b)(3)).
- The employee is a mobile worker.
- The position is deemed ineligible to telework and this is documented in the position description.

All Census Bureau job announcements must indicate whether the position is eligible for telework.

² This offense renders the employee permanently ineligible to telework.

³ The length of ineligibility in this case is up to the second-level supervisor.

4. TERMS OF TELEWORK PARTICIPATION

Employees are not required to telework. Telework is voluntary except in certain emergency situations. Eligible employees may:

- Choose to telework.
- Decline to telework (except in specific emergency situations such as weather-related office closures or if the employee occupies a designated essential position).
- Select the alternative worksite(s) from which to telework.
- Be required to telework in the event of an emergency or other unforeseen situation that prevents access to the agency worksite.

Telework may not be conducive for employees who are unable to: (1) perform without close supervision, (2) prioritize work effectively, and (3) manage time appropriately. The appropriateness of telework and the frequency of telework is a decision made by the supervisor based on the business need and a discussion between the supervisor and the employee. To facilitate this

discussion, the supervisor and employee may utilize the Telework Assessment Tool available at <https://uscensus.sharepoint.com/sites/CensusCentral/SitePages/Telework--Important-Documents.aspx>. Supervisors are responsible for making decisions regarding employee work schedules that are consistent with individual performance, team, and organizational work requirements. This includes alternate work schedules (AWS) and telework schedules and frequency.

Telework is official work time (hours of duty) and is not to be used for any purposes other than performance of official duties.

Timekeeping

Telework hours must be documented correctly, using the appropriate telework code in the official timekeeping system. For timekeeping purposes, employees are required to designate individual instances of telework participation as routine or situational at the primary or secondary alternative worksite.

5. DUTY STATION/OFFICIAL WORKSITE

Designation of Official Duty Station

The official duty station is the location of an employee's position of record where the employee regularly performs their duties. If the employee's work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as approved by their supervisor/manager. An employee's official duty station determines the appropriate locality pay area for pay purposes for General Schedule or equivalent employees (Title 5, CFR § 531.605, available at <www.ecfr.gov/current/title-5/chapter-I/subchapter-B/part-531/subpart-F/section-531.605>). It also impacts other expenses, such as relocation and travel expenses, under the Federal Travel Regulations (FTR).

- The official duty station must be documented on the employee's SF-50, Notification of Personnel Action.
- There is no change to the official duty station for employees temporarily detailed to a position in a different location without a change in the permanent position of record. They maintain the locality pay area of the permanent position of record. For additional information on official duty stations, refer to <www.opm.gov/oca/pay/html/official_duty_station.asp>.

Determining the Official Worksite Station

The official duty station is the location of the official worksite where the employee physically reports to the official worksite at least twice each biweekly pay period on a regular/recurring basis. The official duty station is the telework location (i.e., home or other alternative worksite) if the employee does NOT report at least twice each biweekly pay period on a regular/recurring basis to the official worksite. This is true even if the alternative worksite is within the same locality pay area as the official worksite.

Pay During Telework Arrangement

- If a telework employee with a varying work location works at least twice each biweekly pay period on a regular/recurring basis in the same locality pay area where the official worksite is located, the employee does not have to report twice each biweekly pay period to the official worksite to maintain the locality payment for that area.
- Per diem (5 U.S.C. § 5702) employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement.
- Reassignment of official worksite may have implications for a Reduction in Force (RIF) as the new location may be a different competitive area than the original worksite. More information about RIFs is available on OPM's website.

Note: Employees in the Senior Executive Service (SES) do not receive locality pay. Therefore, there are no pay implications if the SES employee works the entire 80 hours of the pay period in a different locality pay area than their official duty station. That employee would continue to receive the same pay.

Exception to a Change in the Duty Station Rule for a Temporary Telework Arrangement

In certain temporary situations, a bureau/operating unit may continue to designate the location of the official worksite as the official duty station of a teleworker, even though the employee is not able to report to the official worksite at least twice each biweekly pay period on a regular/recurring basis.

Note: The fact that an employee may receive lesser pay or benefits if the official duty station is changed to the temporary worksite location is not a basis or justification for using this exception.

The intent of this exception is to address temporary arrangements in which an employee is expected to return to their official worksite when the temporary arrangement or agreed upon period has concluded.

In making these determinations, supervisors need to consider pay equity between the employee receiving this exception and other employees who are working in the same locality pay area as either their official worksite location or their permanent alternative worksite location.

The temporary exception should generally be used only in cases where: (1) the employee is expected to return to their alternative worksite (i.e., telework location, official worksite) in the near future or (2) the employee is expected to continue working at the temporary worksite but will be able to report to the alternative or official worksite at least twice each biweekly pay period on a regular/recurring basis in the near future.

Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition.
- Emergencies that prevent an employee from regularly commuting to the official worksite or working at their alternative worksite, such as in a severe weather emergency or a pandemic health crisis. (For instance, in the aftermath of a hurricane or flood, an employee may be forced to temporarily relocate, making commuting to

the official worksite twice each biweekly pay period on a regular/recurring basis not possible. If the employing bureau/operating unit sets up telework arrangements for the employee, a temporary exception to the twice-a-pay-period requirement would be appropriate.)

- An extended period of approved absence from work (e.g., paid leave).
- A period in which the employee is in Temporary Duty (TDY) status away from their alternative or official worksite.
- A period during which the employee is temporarily detailed to work at a location other than their alternative or official worksite.

Reporting to the Official Duty Station From an Alternative Worksite While Teleworking

Travel to/from an alternative worksite to the official duty station is considered nonduty status and is not counted towards work time. In cases where an employee who has already started the telework day at the alternative worksite then must report to the office or agency worksite (e.g., to attend an emergency meeting), the employee will not be charged personal leave for the commute into the official duty station. Where possible, every attempt should be made to minimize these interruptions, for example utilizing teleconferencing or videoconferencing when available.

6. TELEWORK PLANS

An employee on a flexible, alternate, or compressed work schedule may telework; however, pursuant to work needs, limitations on telework days may apply. Work requirements should be the primary factor in determining the frequency of telework for an employee. Supervisors should approve the maximum requested telework days unless there is a sound business reason not to approve it. The approved maximum telework schedule days does not include days of unscheduled telework or telework during a federal office closure when announced by OPM or other jurisdictional authorities.

Under special circumstances associated with or affecting work requirements, a teleworker may request a temporary increase in telework frequency (but not longer than 30 days), consistent with work requirements, deadlines, and other factors. Such requests require the support and timely approval of the teleworker's division chief/regional director/National Processing Center (NPC) director.

Employees who wish to extend their telework days beyond the approved maximum for medical reasons should contact the HRD's Reasonable Accommodation Branch (RAB). Employees who would like to submit a request for a Temporary Alternative Duty Station (TADS) arrangement should contact HRD's Employee Relations Branch (ERB) to seek assistance. TADS guidance is provided in the Accommodation/Flexibilities section below.

After reviewing the telework plans available, submit a new telework agreement or update the current agreement. Any changes to a telework plan selection or alternative worksite require resubmission of the telework agreement. Significant changes should not occur more than three times per year unless there are extenuating circumstances.

An annual review and reauthorization of all telework agreements is required. The review

and renewal period begins 60 days prior to the expiration of the agreement, typically November 30. In some rare cases, the review, renewal, and expiration of agreements may be required at other times.

Telework Up to 8 Days, in Office at Least 2 Days Per Pay Period

Employees may request to telework up to 8 days, schedule dependent, per pay period; employees must physically report to the official duty station a minimum of 2 days per pay period. Supervisors should apply equitable, function-based criteria to determine the number of days an employee may telework, not managerial preference per se. The 2-day requirement to physically report to the office can occur on any day(s) of the pay period; the reporting days can change based on the employee's schedule and work requirements. Telework and onsite workdays are coordinated in accordance with work requirements.

The requirement to physically report to the official duty station may be substituted for approved leave no more than 6 pay periods per year; additional occurrences may result in locality pay adjustment. Otherwise, if an employee is unable to physically report on planned in office days, their schedule should be modified to enable them to report on alternate day(s) or termination of the telework agreement may result. This does not apply to employees that are approved for a reasonable accommodation/TADS/temporary exception.

- Employees are not eligible for local travel reimbursement for reporting to the office.
- Employees may be eligible for the Transit Benefits Program. Please consult the Transportation Subsidy Program coordinator at headquarters or NPC for more information.
- Changes require approval from the first- and second-level supervisors. The second-level supervisor has final approving authority for telework plans.

7. ACCOMMODATION/FLEXIBILITIES

Reasonable Accommodation

It is important to distinguish between general employee requests to telework and requests to telework from employees with disabilities for reasonable accommodation. The first- and/or second-level supervisors should consult Department Administrative Order (DAO) 215-10, Reasonable Accommodation Policy, the Collective Bargaining Agreement, and the HRD RAB as part of the interactive process established by the Rehabilitation Act in order to fully understand supervisors' responsibilities under the law.

As governed by Section 501 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et. seq., the Rehabilitation Act and DAO 215-10, the determination as to whether an employee may be granted telework as a reasonable accommodation due to a disability should be made through the Reasonable Accommodation Coordinator, the employee's first-line supervisor, and the employee.

TADS Arrangement for Serious Medical Conditions of a Temporary Nature

A TADS arrangement may be appropriate for employees with serious medical conditions or to care for an immediate family member (spouse, child, or parent of the employee) with a serious medical condition of a temporary nature. Immediate family members and serious medical conditions are defined in accordance with 5 CFR § 630, Subpart L. The following set forth the parameters and guidelines of a TADS arrangement:

“The arrangement is for a period of no more than 3 months. However, on rare occasions, the initial period may be extended, but is under no circumstance ever to exceed 6 months. If the medical condition and/or the barriers/limitations are expected to exceed 6 months, upon becoming aware, the employee should immediately seek an accommodation through the Reasonable Accommodations Branch at 301-763-4060 or <hrd.accommodations@census.gov>.”

Criteria

- The employee must have an updated and approved telework agreement in CHRIS.
- The employee may only telework from their approved alternate telework location (i.e., primary residence), unless a second alternate approved worksite is approved within the telework agreement.
- The TADS request approval must be granted by the HRD prior to the employee being permitted to work under a TADS arrangement. A decision will be made on a request no later than 10 working days after all appropriate documentation (i.e., request memo and supporting medical documentation) has been received by the servicing employee relations office. Requests for NPC or Tucson employees should be sent to the Employee and Labor Relations (ELR) section, Human Resources Branch at NPC, and all others to the ERB at headquarters. The immediate supervisor should work with the employee to utilize the appropriate leave options available to the employee while the TADS request is being processed.

Employee procedures:

1. Inform supervisor of his/her request to work from a temporary alternate duty station.
2. Obtain the applicable TADS medical questionnaire from the ERB intranet site at <<https://uscensus.sharepoint.com/sites/HRD/ERB/employeerelations/Pages/Temporary-Alternate-Duty-Station-Requests.aspx>>, or by contacting the ERB at 301-763-3701. For NPC and Tucson, call 812-218-3321.
3. Provide the servicing employee relations office with the completed medical questionnaire.

Supervisory procedures:

1. Confer with the servicing employee relations office regarding medical need and duration, if necessary.
2. Informs the division chief (of the employee requesting TADS) of the request.
3. If supported, provide a written memorandum, which is to be signed by their respective division chief and addressed to the chief of ERB at headquarters or the chief of the Human Resources Branch (HRB) at NPC, where applicable:
 - Employee's name, title, and grade.
 - Brief reason for request (example: medical reasons).
 - Duration of TADS arrangement.
 - Confirmation that there is enough work for the employee to do at the approved telework location.
 - General description of the type of work the employee will be performing.
 - A statement that a supervisor will monitor the daily work of the employee, along with the supervisor's name.
 - Confirmation that the employee has completed the required telework training and has an approved telework agreement in the CHRIS, along with access to the Virtual

Desktop Infrastructure (VDI) or the Virtual Private Network (VPN).

- Confirmation that any Title 5, 13, 15, or 26 data or personally identifiable information (PII) will be accessed only via the Census Bureau's network and in accordance with the current telework policy, Chief Information Officer (CIO) policy, and IT security policy.

Final Decision

The ERB chief at headquarters or the HRB chief at NPC will review the request and provide a written decision to the requesting division chief, who will in turn be responsible for notifying the supervisor and employee. A copy of the decision will be provided to the HRD chief.

Documents

Complete details and required documents needed for this request are available from the ERB at <https://uscensus.sharepoint.com/sites/HRD/ERB/employeerelations/Pages/Temporary-Alternate-Duty-Station-Requests.aspx>.

For questions and/or concerns regarding TADS, please contact the servicing employee relations office, either ERB (headquarters) at 301-763-3701 or the ELR section (NPC) at 812-218-3321.

8. TELEWORK AGREEMENT

All employees must have a telework agreement approved in CHRIS by the employee's first- and second-level supervisor before they can begin to telework. Telework agreement determination should be completed within 15 business days from submission date.

Telework agreements must reflect a current agreement between the employee and the respective supervisor.

The telework agreement must be renewed at the beginning of the performance year and approved consistent with the employee's current summary rating of record. Supervisors are also encouraged to discuss telework participation during progress reviews.

In addition to the annual update, there are many other changes that require updating an existing telework agreement to include a change in position, change in organization, change in supervisor, and change in any other item captured in the online telework agreement at <https://uscensus.sharepoint.com/sites/CensusCentral/SitePages/Telework--Important-Documents.aspx>. For more details, visit the Telework SharePoint site at <https://uscensus.sharepoint.com/sites/CensusCentral/SitePages/Telework.aspx>.

9. TERMINATION OF TELEWORK

Termination Process

Prior to terminating an agreement, the supervisor will notify the employee of the concerns and plans to terminate the agreement. The second-level supervisor updates the approval status in the CHRIS system. After a termination for cause, the employee will be eligible to reapply to the program after a period of 90 days unless the employee has permanently lost eligibility to participate. This period will be utilized by the employee's supervisor to assess the employee's work assignments, improved performance or conduct, and the employee's ability to adhere to the terms of the telework agreement. The supervisor and the employee will work together to address the areas of concern.

Voluntary Termination

Termination or requests to change to a different telework schedule option normally requires at least 30 days' notice. Termination may require an update to the employee's official duty station and the assignment of a seating location within the agency worksite.

Involuntary Termination

The involuntary termination of the telework agreement must occur in the CHRIS system using the telework involuntary termination process. The first- or second-level supervisor should consult the telework program manager if the reason for involuntary termination does not fall in the following list. The second-level supervisor must include the reason the agreement is being terminated. Reasons (which may not be all-inclusive) a second-level supervisor can involuntarily terminate a telework agreement include:

- The employee continues to show a pattern of failing to adhere to the requirements specified in the individual telework agreement after the supervisor has discussed the issue with the teleworker.
- The employee violates confidentiality rules and laws.
- The employee has demonstrated an established pattern of inability to work effectively from an alternative worksite without diminished performance. Diminished performance includes reduced work production, nonresponsiveness to telephone calls, or nonavailability.
- The employee fails to correct identified safety problems related to the alternative worksite.
- Conditions have changed so that the employee's work can be done only at the agency's worksite.
- The employee is officially disciplined for being absent without leave for more than 5 days in any calendar year (this involuntary termination is permanent).
- The employee is officially disciplined for violation of the Office of Government Ethics' Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR Part 2635) for viewing, downloading, or exchanging pornography on a government computer or while performing official government duties (this involuntary termination is permanent).
- The Census Bureau's inability to support costs of telework due to budgetary concerns.
- Failure to report telework hours regularly on the employee's timesheet (routine or situational telework).

10. SAFEGUARDING AND ACCESSING INFORMATION DURING TELEWORK

Instructions on safeguarding and accessing information can be found in DS007: Safeguarding and Managing Information at <<https://uscensus.sharepoint.com/sites/policyportal/Policy%20Repository/DS007.pdf>>.

Generally, Census Bureau employees should telework on government-issued equipment using Virtual Private Network (VPN) or through the VDI on government-issued or personally owned equipment. Keeping the agency's information on our network helps us meet our data stewardship and federal recordkeeping obligations.

Staff are prohibited from accessing Controlled Unclassified Information (CUI), including Title 13 information, Title 26 information, and Sensitive PII except on a Census Bureau-issued laptop via VPN or through VDI on personally owned equipment. Staff may access Uncontrolled Unclassified Information (UUI), including some forms of administratively restricted information such as draft or predecisional documents, on other Census Bureau-issued devices such as smartphones or tablets.

Staff are prohibited from sending CUI to personal accounts, uploading it to file sharing sites, downloading it onto personally owned devices or removable media, or in any other way extracting it from the Census Bureau's IT network for telework.

Staff are further prohibited from printing all documents, or otherwise creating hardcopies including handwritten notes of CUI at the telework site or removing hardcopies of this information from secure Census Bureau facilities for the purposes of telework. This benefits the

Census Bureau not only from a data stewardship perspective, but also from an environmental perspective. The Census Bureau is considered a green environment and encourages all staff to be working paperless as much as possible.

Staff are responsible for securing their telework space to ensure CUI is not shared with unauthorized individuals including family members or others in the household. Staff should take the following steps to secure their workspace:

- Ensure their computer monitor is not visible to others in the household or from an exterior window where someone may look in.
- Ensure their workstation and other devices are locked when unattended.
- Ensure others cannot overhear work conversations where sensitive information may be discussed.

Staff must report any confirmed or suspected data security incident, PII incident, or unauthorized disclosure of CUI to the Census Bureau Computer Incident Response Team and their immediate supervisors within 1 hour of discovery at 301-763-3333 or 866-300-7063.

Information safeguarding and reporting requirements at the Census Bureau are governed by DS007: Safeguarding and Managing Information. Refer to this policy at <<https://uscensus.sharepoint.com/sites/policyportal/Policy%20Repository/DS007.pdf>> or the Data Stewardship Awareness Training for more information.

11. TELEWORK DURING OPERATIONAL STATUS CHANGE

The Census Bureau's dismissal and closure procedures are consistent with OPM's Governmentwide Dismissal and Closure Procedures available at <www.opm.gov/policy-data-oversight/pay-leave/reference-materials/handbooks/dcdismisal.pdf>. Census Bureau employees are responsible for following guidance disseminated during an emergency situation.

Telework-ready employees are required, when there is an announcement of an operating status under which federal offices are closed, to work or notify their supervisor of their intent to request appropriate leave or approval to adjust their work schedule.

Operating status announcements are generally issued when weather or other emergency conditions prevent federal employees from safely traveling to or safely performing work at an approved work location (5 U.S.C. 6329c(b)). The inability to safely travel to an approved work location may result in "closure" of a federal office (i.e., closed to the public and nonemergency employees) for the full day or authorization of a delayed arrival. Authorization of early departure may be based on unsafe conditions at the work location or unsafe travel conditions affecting travel from the work location, both of which make it unsafe for the employee to continue to perform work at the location. Depending on the conditions that affect a workday, the various operating status announcements have different procedures and application to an employee's workday.

In the Washington, DC, area, OPM-issued operating status announcements apply to employees working in all executive agencies with offices located inside the Washington Capital Beltway. Employees working in offices located outside of the Washington Capital Beltway must follow the operating status announcements issued by their bureau/operating unit. While Federal Executive Boards (FEBs) do not cover the entire United States, FEBs are currently located in 28 metropolitan areas that are major centers of federal activity. In these areas, the FEB provides

up-to-date, accurate, and consistent information so federal field office heads can make informed decisions on operating status announcements for their employees in those areas.

Unscheduled Telework

It is government policy that unscheduled telework is authorized to the maximum extent possible to continue work operations during periods of inclement weather or other emergencies without compromising the safety of employees and the public. This type of telework is permitted when authorized by OPM or some other appropriate authority. Unscheduled telework allows telework-ready employees to work from home or at an approved alternative worksite upon notification to their supervisors in accordance with the office policies or the terms of an applicable collective bargaining agreement.

OPM has incorporated the unscheduled telework option into various operating statuses.

Facility Emergencies

Telework for exigent conditions can also be approved for telework-ready employees in specific short-term, emergency situations that affect employees' ability to conduct work. These very unusual situations could include but are not necessarily limited to the following:

- Uncontrolled gas leak in the vicinity of the building that prevents entry to the facility.
- Local police action that prevents entry to the facility.
- Terrorist activity or imminent threat of terrorist action that is not tied to a national or regional.

Emergency Limited to One or More Census Bureau Facilities

In the event of an emergency at a Census Bureau facility where the building (or a portion thereof) is deprived of electricity, network connectivity, adequate lighting, temperature controls, or other similar factors (for example, a water main break), the division chief or equivalent can approve telework for telework-ready employees.

Federal Offices Are Closed

When OPM or other authority announces the federal government is operating under a Federal Offices Are Closed status, employees must telework consistent with their telework agreements when federal or departmental offices in their local commuting area are closed. Excused absences may be granted on a case-by-case basis for telework-ready employees in the above situation only if the employee or group of employees is prevented from safely traveling to or performing work at an approved location due to: (1) an act of God, (2) a terrorist attack, or (3) another condition that prevents the employee or group of employees from safely traveling to or performing work at an approved location. More information on Weather and Safety Leave is available at <<https://uscensus.sharepoint.com/sites/HRD/Policy,Development,Performance/HR%20Policy/Pages/Types-of-Leave.aspx>>.

Telework may not be used to care for elders, children, or other dependents while in an official duty status. If the elders, children, or other dependents can care for themselves, then their presence at the telework location would not interfere with the employee's performance of telework duties. When federal offices are closed, a teleworker may request periods of personal leave during the workday (thus removing themselves from a duty status) to care for an elder, child, or dependent.

When federal offices are closed, the employee may notify the supervisor that the employee is voluntarily extending the workday (without receiving pay premium night differential), as long as it was by employee request. An employee who voluntarily requests to extend the workday beyond the established business hours is not entitled to night differential.

Excused absences can be granted to an employee on a case-by-case basis by the manager or the supervisor without charge to paid personal leave or loss of pay during an emergency if: (1) the emergency adversely affects the alternative worksite (e.g., disruption of electricity or network connection problems that prevent telework),

(2) the telework-ready employee is unable to access another alternative worksite, (3) the telework-ready employee's duties are such that the employee cannot continue to work without contact with their Census Bureau office.

Emergency at the Alternative Worksite

When an emergency affects only the alternative worksite, teleworkers will notify their supervisors within 30 minutes and seek guidance. If the emergency affects the alternative worksite and impacts the employee's ability to perform official duties for an extended amount of time or what could be a major portion of the workday, the employee, with concurrence of the supervisor, is expected to report to the agency worksite or approved secondary alternative worksite. Alternatively, the employee may request supervisory approval of paid personal leave as applicable (i.e., annual, compensatory time, compensatory time off for travel, leave without pay, credit hours, etc.). Supervisors may approve administrative leave, if applicable, only if the employee or group of employees is prevented from safely traveling to or performing work at an approved location due to: (1) an act of God, (2) a terrorist attack, or (3) another condition that prevents the employee or group of employees from safely traveling to or performing work at an approved location.

On a case-by-case basis, the Census Bureau may excuse a telework employee from duty during an emergency (only when consistent with 5 U.S.C. § 6329c), without charge to personal leave or loss of pay if:

- The emergency adversely affects (e.g., disruption of electricity or network connection problems that prevent telework) the alternative worksite.
- The teleworker is unable to access the alternative worksite.
- The teleworker's duties are such that the employee cannot continue to work without contact with the official worksite.

12. CONTINUITY OF OPERATIONS PLAN (COOP)

The Census Bureau is fully dedicated to leveraging telework capabilities to augment, when feasible, continuity and emergency efforts. The use of telework shall be situation-specific in accordance with the Census Bureau's COOP. Due to the nature of Census Bureau's mission, certain functions must be performed in disaster areas or at dedicated continuity facilities. All COOP Emergency Relocation Group (ERG) members, Devolution Emergency Response Group (DERG) members, and Essential Employees must have an approved telework agreement and be prepared to telework at any time.

These employees may be required to telework during emergency closures or other emergencies, including pandemics and for COOP exercises, on any day, even if that day is not a regular telework day or a day with specific approval for situational/

episodic telework. COOP team members may also be required to perform duties outside of their usual or customary duties to ensure continuation of agency-essential missions or activities.

During any period that the DOC is operating under a designated COOP event, including an exercise, the COOP plan shall supersede any telework policy (Public Law 111-292 Section 6504(d)(2)).

Note: There are situations when an employee without a telework agreement may be required to work from an alternative worksite (e.g., home) such as under evacuation orders. This is not considered telework under the terms of this policy. Under an evacuation order, the employee may be required to do any work for which the employee is qualified.

13. SAFETY

The proposed alternative worksite or secondary approved alternative worksite requires compliance with the safety requirements as outlined in the Telework Safety Checklist. When teleworking, the condition, safety, and security of the alternative worksite are the responsibility of the teleworker. Teleworkers are strongly encouraged to evaluate the space to ensure that it is safe and appropriate for the intended teleworking activity. Employees must notify their supervisor immediately of any accident or injury that occur while teleworking at the alternative worksite and must complete any required forms.

While in the act of performing official duties at an alternative worksite, teleworkers may depend on the facts covered by the:

- Military Personnel and Civilian Employees Claims Act of 1964, as amended (31 U.S.C. 3721).
- Federal Tort Claims Act (28 U.S.C. 2671-2680).
- Federal Employees' Compensation Act (FECA), 5 U.S.C. Chapter 81.

14. IT EQUIPMENT AND REQUIREMENTS

Census Bureau employees have a continuing responsibility to safeguard government property and are responsible for the care, security, and effective utilization of the government property, including computers and related equipment they use to perform official duties (see 5 C.F.R. §§ 2635.101(b)(9) and 2635.704(a)). Employees are also responsible and accountable for reading, understanding, and complying with Census Bureau Incident Response procedures.

The Office of the Chief Information Officer (OCIO) will not provide equipment installation outside an agency worksite. Teleworkers will be provided with installation instructions and all required software will be installed at an agency worksite (or by remote control) by Census Bureau IT support staff. If additional maintenance or repair is required, the teleworker may be required to bring the agency-provided equipment to an agency worksite or ship the product as directed by the Census Bureau IT Service Desk to a location where an IT technician can provide complete support of the device.

Employees may use personally owned laptops, personal computers (PCs), or smart devices to remotely connect to the Census Bureau's network. Employees using non-Census Bureau provided equipment are responsible for its service and maintenance. The IT Service Desk will provide only basic connectivity support and will not troubleshoot or repair non-Census Bureau provided equipment.

Teleworkers whose positions require access to the Census Bureau network are expected to personally provide internet service at the alternative worksite. If high-speed internet service is not available at the alternative worksite, and lack of availability would adversely affect the employee's ability to perform the job, telework will not be an option. "Tethering" (connecting a computer to a cell phone to access the internet using the cellular network) is acceptable on an occasional, ad-hoc basis, but not as a daily/regular means of accessing the internet.

15. DISPUTES

For technical guidance on the policy, contact the Telework Program Management Office at 301-763-2900 or the Human Resources Policy Branch at 301-763-4072.

Informal Dispute

Any dispute related to the Census Bureau's Telework Program should be dealt with informally whenever possible. However, this is not required. Informal assistance is available through the Office of the Ombuds at 301-763-4824 or <<https://uscensus.sharepoint.com/sites/director/ombuds/SitePages/Home.aspx>>.

Formal Dispute

A bargaining unit employee may raise a dispute under Article 12, Negotiated Grievance Procedure of the CBA, or by contacting their appropriate local union office. A nonbargaining unit employee may file an administrative grievance under the DAO 202-771, Administrative Grievance Procedure.

REFERENCES

Public Law No. 106-346, Department of Transportation and Related Agencies Appropriations Act, Section 359, October 23, 2000.

Public Law No. 111-292, The Telework Enhancement Act of 2010, codified in 5 U.S.C. Chapter 65, December 9, 2010.

Public Law No. 114-328, The Administrative Leave Act of 2016, Section 1138, December 23, 2016.

Office of Personnel Management, 2021 Guide to Telework and Remote in the Federal Government, November 2021.

Office of Personnel Management, Governmentwide Dismissal and Closure Procedures, November 2018.

Department of Commerce, Telework and Remote Work Plan, December 16, 2021.

**Economic Development Administration
U.S. Department of Commerce**

**And
AFGE Local 3810**

Telework Program

September 28, 2021

**(Supersedes July 1, 2011, February 19, 2013,
October 2014 and July 2018 Departmental policies)**

Asa Williams
President, AFGE Local 3810

Greg Brown
EDA, Chief Financial Officer/Chief Administrative Officer

[This agreement executed by designated lead negotiators after final legal review and technical edits]

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I. SCOPE

The provisions of this document apply to all bargaining unit employees of the Economic Development Administration (EDA). All participation in telework arrangements is voluntary, except for those employees designated as “emergency,” those employees who are part of Continuity of Operations Plan (COOP) operations, or otherwise required to telework as a condition of employment.

II. BACKGROUND

Telework refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of his/her position, and other authorized activities, from an approved worksite (e.g., home) other than the location from which the employee would otherwise work. This definition includes what is generally referred to as remote work but does not include any part of work done while on official travel or mobile work.

The EDA Telework Policy follows the Department of Commerce Telework Plan (August 2021), and the provisions of the Telework Enhancement Act of 2010. OPM policy states the official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to the regular worksite

The purpose of this EDA Telework Program is to promote: (1) recruiting and retaining the best possible workforce; (2) continuing operations during emergency conditions; (3) successful management effectiveness by reducing management costs related to employee turnover and absenteeism; (4) reducing real estate and transit costs; and (5) enhancing work/life balance by allowing employees to better manage their work and family obligations.

EDA recognizes that a well-managed telework program has the potential to lead to such benefits as improved marketability (as a more competitive and inclusive employer); reduced commuting time that can contribute to an improved quality of work/life balance; cost savings in such areas as recruitment and retention of employees; and an improved COOP. In addition to the benefits of reduced commuting time and costs that accrue to employees, and more effective accomplishment of EDA's mission, EDA supports telework as a major element in its efforts to reduce its facility space requirements, thereby reducing its energy consumption, greenhouse gas emissions, surface ozone, rent, and other operating costs.

This program recognizes and supports the need for improved communication between the employee and his/her management on all aspects of the applicable telework arrangements for the employee and for the organization. In addition, this program recognizes that the employee and management are equally responsible for contributing to the success of telework.

III. TYPES OF TELEWORK

There are two types of telework: (1) routine telework in which telework occurs as part of an ongoing, regular schedule; and (2) situational telework that includes ad hoc telework (which is approved on a case-by-case basis, where the hours worked are not part of a previously approved, ongoing, and regular telework schedule), and unscheduled telework in which Federal/ Department offices are open but under an announcement of “Unscheduled Telework” by the Office of Personnel Management (OPM) or other appropriate authority.

IV. DEFINITIONS

ACT OF GOD – An act of God means an act of nature, including hurricanes, tornadoes, floods, wildfires, earthquakes, landslides, snowstorms, and avalanches ([Title 5, Code of Federal Regulations \(CFR\) § 630.1602](#)).

AD HOC TELEWORK – Approved telework performed on an occasional, one-time, or irregular basis; it includes “situational” and “unscheduled telework.” An employee may be approved to telework on an ad hoc basis (not regular/recurring), but must have successfully completed the required DOC telework training or approved bureau/OU specific training via the [Commerce Learning Center \(CLC\)](#) or other system capable of tracking when

employees have successfully completed the course. An employee must have a telework agreement in place before participating.

APPROVING OFFICIAL – The official authorized to approve individual telework agreements. In some cases, the approving official and the supervisor may be the same person.

ALTERNATIVE WORKSITE – The employee’s residence or another location other than the employee’s traditional worksite that has been approved by the approving official for the performance of the employee’s official duties. For purposes of telework, the alternate worksite is considered an official Government worksite.

CONTINUITY OF OPERATIONS PROGRAM (COOP) – Initiative that ensures that Federal Government departments and agencies are able to continue operation of their essential functions under a broad range of circumstances including all-hazard emergencies as well as natural, man-made, and technological threats and national security emergencies

DOMESTIC EMPLOYEE TELEWORKING OVERSEAS (DETO) – Overseas work arrangement where a Federal executive branch employee temporarily performs the work requirements and duties of their domestic Civil Service or Foreign Service (FS) position from an approved overseas location via a DETO Agreement. Employees have no authorization to telework from a foreign location without an approved DETO Agreement. DETO agreements are not needed for U.S. territories or possessions; however, the employee’s locality pay changes.

ELIGIBLE TO TELEWORK – All employees are considered eligible to telework unless: (1) the employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year (5 U.S.C. § 6502(a)(2)(A)) (there are no exceptions); (2) the employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (5 U.S.C. § 6502(a)(2)(B)) (there are no exceptions); or (3) the employee’s performance does not comply with the terms of the written agreement between the supervisor and the employee (5 U.S.C. § 6502(b)(3)).

ELIGIBLE POSITION – A position is an eligible position unless the official duties require on a daily basis (every workday) the direct handling of secure materials determined to be inappropriate for telework by the head of the bureau/operating unit; *or* the employee performs on-site activities that cannot be handled at an alternate worksite.

ERG MEMBER – Emergency Response Group member. A person (including alternates) who may be required to work during a Continuity of Operations (COOP) exercise or activation where they may report to an alternative site, or may be required to perform duties through telework, in order to perform agency essential function or other COOP required function(s).

ESSENTIAL FUNCTIONS – Functions that enable the Federal Government to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.

EVACUATION ORDER – An agency may order one or more employees to evacuate their worksite and work from their homes (or alternative location mutually agreeable to the agency and employee) during a pandemic health crisis without regard to whether the agency and employee have a telework agreement in place when the order to evacuate is issued ([Title 5, CFR § 550.409\(a\)](#)). Under these circumstances, an agency may designate the employee’s home (or alternative location mutually agreeable to the agency and employee) as a safe haven and provide evacuation payments to the employee. An agency must compute the evacuation payments, and determine the time period during which such payments will be made ([Title 5, CFR § 550.404](#)). An evacuated employee at a safe haven may be assigned to perform any work considered necessary or required to be performed during the evacuation period without regard to the employee’s grade/band, level, or title. The employee must have the necessary knowledge and skills to perform the assigned work. Failure or refusal to perform assigned work can be a basis for terminating evacuation payments, and disciplinary action. An evacuation order can be issued for up to 180 days and reissued if the situation still warrants one.

HOTELING – A telework arrangement in which employees are not assigned permanent space in their designated traditional worksite but share offices and conference space as necessary when working at the traditional worksite. Such space is assigned by reservation, much like a hotel. Bureaus/OU's should consider using hoteling or other office sharing arrangement for employees who telework 4 days a week or more in a pay period.

MOBILE WORKERS – An employee who, by the nature of their duties, do not have a designated traditional physical worksite, and typically use their home as their duty station. Due to the nature of their work, they **are not** considered telework-ready employees.

Note: This is different from 'hoteling' arrangements, in which frequent teleworkers use shared space when they are working at their designated traditional worksite.

OFFICIAL DUTY STATION – The location of an employee's position of record where the employee regularly performs his or her duties. If the employee's work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as determined by the approving official. An employee's official duty station determines the appropriate locality area for pay purposes for General Schedule or equivalent employees. It also impacts other expenses such as relocation and travel expenses under the Federal Travel Regulations (FTR).

OFFICIAL TIME – Authorized by [Title 5, United States Code \(U.S.C.\) § 7131](#).

REGULAR/RECURRING TELEWORK – Telework that is performed on the same day(s) of the week on the employee's regularly scheduled tour of duty.

Telework occurs as part of an ongoing regular schedule such that the employee typically teleworks on the same day(s) and works at the traditional worksite on the other days during each biweekly pay period. Employees must receive supervisor/manager approval for the schedule (and any modifications to it), but do not need to obtain additional separate approval for each day they telework.

REMOTE WORKER – An alternative work arrangement by which an employee is scheduled to perform the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite (e.g., home, other alternative location) other than the employee's traditional worksite, either within or outside of the locality pay area of the traditional worksite and does NOT report to the traditional worksite on a regular/recurring basis each pay period. The duty station must be changed to the alternative worksite for pay purposes, relocation expenses, travel expenses, etc., and must be documented on the employee's SF-50 Notification of Personnel Action, even if the alternative worksite is within the same locality pay area as the traditional worksite., **Note: Remote teleworking outside the United States in a foreign country requires approval from the Office of the Chief Information Officer, the Office of Security, the Office of Human Resources Management and the Department of State.**

SITUATIONAL TELEWORK – Includes ad hoc telework as well as "unscheduled telework." It does NOT include regular/recurring telework.

TELEWORK – Also known as "telecommuting," it refers to a workplace flexibility arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved worksite (e.g., home, other approved alternative location) other than the traditional worksite from which the employee would otherwise work ([5 U.S.C. § 6501\(3\)](#)), and reports to the traditional worksite on a regular/recurring basis of at least twice per biweekly pay period. The duty station of the employee remains the duty station of the traditional worksite.

TELEWORK-READY EMPLOYEE – An employee who has completed the Telework Fundamentals for Employees via the Commerce Learning Center; has a signed individual telework (either regular/recurring or ad hoc) agreement; and has the required necessities to work their planned period of telework. Telework-ready employees, similar to all employees, may also be required to perform duties outside of their usual or customary duties to ensure continuation of agency-essential missions or activities.

TRADITIONAL WORKSITE – The physical location where the employee would work absent a telework arrangement.

VIII. POLICY

The DOC recognizes that a well-managed, widely used telework program has the potential to lead to benefits such as: (1) improved marketability (as a more competitive and inclusive employer); (2) reduced commuting time (that can contribute to an improved quality of work/life balance); (3) cost savings (in areas such as recruitment and retention of employees); and (4) an improved Continuity of Operations Plan (COOP). The DOC supports and encourages telework as a major element in its efforts to reduce its facility space requirements, thereby reducing its energy consumption, greenhouse gas emissions, surface ozone, rent, and other operating costs.

The DOC telework policy allows for remote work, but emphasizes it is not an employee's right to remote work even if the duties/responsibilities of their position are conducive for this type of arrangement.

Close and ongoing communications between employees and management in all aspects of telework are essential for a successful work arrangement. The policy acknowledges that the employees and management are equally responsible for contributing to the success of the specific telework agreement.

The policy gives bureaus/OU's maximum flexibility to support telework on a day-to-day basis and in periods where the traditional worksite is unavailable or less available to part of the workforce.

A. General Policy

Participation in telework is open to all eligible employees without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, parental status, military service, or other non-merit factors.

It is DOC policy to allow eligible employees to work at alternative worksites (i.e., home, or other approved location) in lieu of their traditional worksite during an agreed upon regular/recurring time of their regular tour of duty, or on an ad hoc/situational basis, if the employee meets the Act's eligibility criteria, the duties are conducive for teleworking, and the employee has an approved telework agreement in place. Supervisors/managers are encouraged to support telework for eligible employees of at least 4 days per biweekly pay period.

Employees who telework must report to the traditional worksite on a regular/recurring basis of at least twice each biweekly pay period to maintain the duty station of the traditional physical worksite for pay purposes etc., even if their alternative worksite is within the locality pay area of the traditional worksite.

To carry out this policy to the maximum extent, the bureaus/OU's must establish a Telework Implementation Plan (Plan) consistent with this policy, and file that Plan with the Office of Human Resources Management (OHRM). If a bureau/OU Plan is not filed, the bureau/OU will be considered as operating under the DOC policy.

An employee's decision to telework is voluntary unless telework is a condition of employment (i.e., the employee is designated as an "emergency employee"), or is required to perform an agency essential function or other required function(s) as part of a COOP team, or is issued an evacuation order. In these instances, an employee may be required to work at home or at another approved alternative worksite.

To carry out this policy to the maximum extent, the bureaus/OU's must establish a Telework Implementation Plan (Plan) consistent with this policy, and file that Plan with the Office of Human Resources Management (OHRM). If a bureau/OU Plan is not filed, the bureau/OU will be considered as operating under the DOC policy.

An employee's decision to telework is voluntary unless telework is a condition of employment (i.e., the employee is designated as an "emergency employee"), or is required to perform an agency essential function or other required function(s) as part of a COOP team, or is issued an evacuation order. In these instances, an employee may be required to work at home or at another approved alternative worksite.

V. POLICY

- A. An employee may not be authorized to telework if the performance of that employee does not comply with the terms of the written agreement between the agency manager and the employee.
- B. All eligible employees of EDA who meet the definition of "employee" as defined in 5 U.S.C. § 2105 are covered by the policy, in accordance with the Telework Enhancement Act (the Act). Eligible employees may work at alternate work sites in lieu of their traditional worksite during an agreed upon regular/recurring time of their regular workweek, or on an ad hoc basis; the duties of the position are conducive for teleworking; and the employee has an approved individual telework agreement in place.
- C. An employee's decision to telework is voluntary unless telework is a condition of employment (i.e., the employee is designated an "emergency employee") or is required to continue Government operations in times of emergency (like for COOP). In these instances, an employee may be required to work at home or at another approved alternate worksite.
- D. The approving official will determine the number of regular/recurring telework days that an employee can work per week. Normally, employees who telework will work the same hours they work in the regular office. Work schedules and hours of duty may be changed with the supervisor's approval and in accordance with established procedures. If the employee's telework schedule conflicts with organizational requirements, the needs of the organization will take precedence over a signed telework agreement.
- E. Teleworkers and non-teleworkers shall be treated the same for certain purposes:
1) periodic appraisals of job performance of employees; 2) training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; 3) work requirements; and 4) other acts involving managerial discretion.
- F. EDA telework policy allows for remote work as defined above under "Definitions." Management has authority to make the determination if the position qualifies for remote work.
- G. EDA recognizes that some employees will decide not to telework at all, while others will choose to telework only on a limited ad hoc basis, and others will telework to the maximum extent possible.

To accommodate employees desiring to telework, EDA offers two types of telework.

1. Situational telework

- a. Includes employees **not** on a routine telework schedule.
- b. No prior supervisory approval required for unscheduled telework under an OPM or other appropriate authority announcement. However, the employee must notify his/her supervisor in accordance with the terms of the written agreement.
- c. Approval for situational telework. The employee must obtain supervisory approval before performing ad hoc telework.
- d. Sufficient work. The employee is responsible for ensuring he/she has sufficient work for the period of his/her teleworking
- e. Offices are closed. The employee must telework when his/her office is closed for reasons other than Federal law or Executive Order.
- f. Employee may switch to routine telework at any time with supervisory approval, and the individual agreement will reflect the change.

2. Routine (regular/recurring) telework

- a. Includes all employees on a routine (regular/recurring) telework schedule.
- c. Employee obtains approval before ad hoc telework. The employee must obtain supervisory approval before performing ad hoc telework.
- d. No prior supervisory approval required for unscheduled telework under an OPM or other appropriate authority announcement. However, employees must notify his/her supervisor in accordance with the terms of the written agreement.
- e. Sufficient work. The employee is responsible for ensuring that he/she has sufficient work for the period of telework scheduled to be performed.
- f. Offices are closed. The employee must telework when his/her office is closed for reasons other than Federal law or Executive Order.

I. Teleworking

1. Written agreements must indicate that telework-ready employees are required to telework from home or an alternate worksite when their office is closed for other than Federal law/Executive Order. Telework-ready employees must follow their written agreements.
2. Excused absences are permitted only if the employee is prevented from safely performing work at an approved location due to
 - (1) an act of God;
 - (2) a terrorist attack; or
 - (3) another condition that prevents the employee from performing work at an approved location such (a) the emergency adversely affects the telework site (e.g., disruption of electricity, or network connection problems that prevent telework); or (b) the telework-ready employee's duties are such that he/she cannot continue to work without contact with the regular worksite.
3. If the telework-ready employee faces a personal reason that prevents him/her from working successfully at the telework site, following a discussion with their supervisor, the employee may request the appropriate leave (annual, sick, compensatory, credit hours, compensatory time for travel). The employee may also request to change their alternative work schedule, if applicable. The bargaining unit employee may also report to the traditional worksite if it is open, to complete their regularly scheduled tour of duty, and request appropriate leave.
4. Systems are to be in place to support telework in an emergency, including a communication process to notify COOP personnel, emergency, and non-emergency employees of the activation of the agency's emergency plan, and the agency's operating status during the emergency.
5. Telework-ready employees scheduled to telework during their regular tour of duty on a day when their office is closed (or when other employees are dismissed early) are not entitled to receive overtime pay, credit hours, or compensatory time off in lieu of overtime payment for performing work during their regularly scheduled hours.
6. In an emergency requiring the closure of EDA facilities, telework-ready employees required to work when the office is closed must telework from an approved worksite. If the employee does not have access to portable work or an appropriate worksite is not available, the supervisor may excuse a telework-ready employee from duty without charge to paid personal leave or loss of pay during an emergency situation.
7. All time teleworked in a pay period will be recorded per instructions in the appropriate time and attendance system.
8. All employees designated as "emergency" or with COOP responsibility must have an approved individual telework agreement.

- J. Performance Standards. Performance standards for telework-ready employees must be the same as performance standards for non-telework-ready employees. Expectations for performance should be clearly addressed in each employee's performance plan, and the performance plan should be reviewed to ensure the standards do not create inequities or inconsistencies between telework-ready and non-telework-ready employees. Like non-telework-ready employees, telework-ready employees are held accountable for the results they produce. Resources for performance management are available from OPM at www.opm.gov/perform.

VI. ELIGIBILITY CRITERIA

Participation in telework is open to all eligible employees without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factors.

- A. Employees Exceptions. Employees who occupy positions for which telework is conducive may telework under this policy as per the Act, unless they fall within the following exceptions:
 - a. The employee has been officially disciplined¹ for being absent without permission for more than 5 days in any calendar year (5 U.S.C. § 6502(a)(2)(A)).
 - b. The employee has been officially disciplined² for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.³
 - c. The performance of the employee does not comply with the terms of the written agreement between the supervisor and that employee (5 U.S.C. § 6502(b)(3)).⁴
- B. Precluded Due to Nature of Work of Position. While an employee may be eligible because they are not excluded based on the above, they may be precluded from teleworking if the official duties of the position require on a daily basis (every workday) require:
 - a. Direct handling of secure materials determined to be inappropriate for telework by the agency head;
 - b. On-site activity that cannot be handled remotely or at an alternate worksite; or
 - c. Being a mobile worker (not eligible for telework due to the nature of their work).

VII. TELEWORKING AND CARE FOR ELDERS, CHILDREN, OR OTHER DEPENDENTS

If the elders, children, or other dependents residing with a teleworking employee can care for themselves for part of the workday, then their presence at the alternative worksite would not interfere with the employee performing their duties and responsibilities. Teleworking employees who are responsible for caring for dependents at their home or other alternative worksite should coordinate with their supervisors to establish flexible schedules, to request appropriate leave, or to otherwise account for time spent engaging in dependent care.

VIII. ACCOMODATIONS FOR EMPLOYEES WITH DISABILITIES

It is important to distinguish between ordinary requests to telework and requests from persons with disabilities for reasonable accommodation. Approving officials/supervisors should consult Department Administrative Order (DAO) 215-10, "[Reasonable Accommodation Policy](#)," and the Disability Program Manager as part of the interactive process established by the Rehabilitation Act, in order to fully understand supervisors' responsibilities under the law.

As governed by Section 501 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et seq., the Rehabilitation Act and [DAO 215-10](#), the determination as to whether an employee may be granted telework as a reasonable accommodation due to a disability should be made through the Reasonable Accommodation Coordinator, the employee's first-line supervisor, and the employee.

¹ Definition of Officially Disciplined – A disciplinary action that results in the placement of a document in an employee's official personnel file (OPF); the bar on telework participation remains in effect as long as the document stays in an employee's OPF. A suspension or termination related to the items mentioned in Public Law 111-292 that results in a document (Standard Form 50) that permanently remains in the OPF would result in permanent prohibition in telework participation.

² See above.

³ There are no exceptions for A1 or A2

⁴ The length of this prohibition is up to the approving official.

IX. ESTABLISHING THE WORK SCHEDULE

Work schedules identify the days and times an employee will work while teleworking. Normally, telework schedules parallel those at the traditional worksite; however, they can differ to meet the needs of the organization and participating employees' needs. Work schedules may also include fixed times during the day for supervisor/employee telephone conversations, which may be helpful to ensure ongoing communication. For additional information on hours of duty, please visit http://hr.commerce.gov/Practitioners/CompensationAndLeave/DEV01_006627.

X. PROGRAM OVERSIGHT AND RESPONSIBILITIES

Telework refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of his/her position, and other authorized activities, from an approved worksite (e.g., home) other than the employee's traditional worksite. This definition includes what is generally referred to as remote work but does not include any part of work done while on official travel or mobile work.

- A. The OHRM is responsible for oversight of the Department Telework Program and for any reporting requirements to OPM. OHRM will review and monitor the various plans to ensure consistency across the bureaus/operating units with implementing the program.
- B. EDA is responsible for the development, funding, administration (including providing a designated telework coordinator), operation, and the evaluation of its policy and telework implementation plan.
- C. Supervisors are responsible for the overall management and success of teleworking within their work units, including day-to-day operations. Supervisors are encouraged to endorse regular telework taking into account the needs of the organization when requested by eligible employees (for exceptions see V.D). Telework-ready employees and their approving officials are responsible for annually reviewing the written agreement to ensure that it is current. The date of the review must be documented.
- D. Telework Coordinator (TC) conducts oversight over the EDA telework program, provides bureau policy and procedural program guidance, and ensures that all employees have access to telework information. The TC will: 1) provide advice and assistance to EDA personnel tasked with policy and implementation plan development, including working with senior-level managers in establishing and obtaining bureau telework goals, objectives, and reporting requirements; 2) in partnership with the approving official, establish a procedure for notifying each employee of a change in his/her eligibility or ineligibility to telework, and coordinate a process for approving and tracking telework arrangements; 3) answer questions and provide guidance to employees and supervisors as well as an orientation for new teleworkers; 4) develop and implement a reporting system capturing telework participation, hours teleworked, terminations, and denials; 5) maintain a central file of all approved agreements for the bureau; and 6) investigate any allegations of impropriety in regard to teleworking employees and report findings to the EDA Assistant Secretary or the Department as appropriate.

EDA's TC is required to respond to requests from the DOC Telework Program Manager (TPM) for a variety of reporting requirements/initiatives. Below is information that may be requested, although it is not all-inclusive.

- The degree of participation by employees of the bureau/operating unit teleworking during the period covered by the report;
- The method for gathering telework data in the bureau/operating units;
- The reasons for positive or negative variations in telework participation if the total number of employees teleworking is 10 percent higher or lower than the previous year in the bureau/operating units;
- The bureau goal for increasing telework participation to the extent practicable or necessary;
- An explanation of whether or not the bureau met its goals for the last reporting period and, if not, what actions are being taken to identify and eliminate barriers;
- An assessment of the progress made in meeting bureau's participation rate goals and other goals related to telework, such as the impact of telework on emergency readiness, energy use, recruitment and retention, performance, productivity, and employee attitudes and opinions regarding telework; and
- Best practices in the bureau.

The TC for EDA is a position in the Office of Finance and Management Services designated by the Chief Financial Officer/Chief Administrative Officer.

XI. MANDATORY TELEWORK TRAINING

- A. All approving officials must successfully complete the required [Telework Fundamentals for Employees for Managers](#) course via the [Commerce Learning Center \(CLC\)](#) and print a certificate of training completion prior to approving a written agreement.
- B. All employees who desire to telework must successfully complete the required Telework Fundamentals for Employees course via the [CLC](#) before submission of their request to telework. Upon successful completion of the course, the employee must print a certificate of training completion and provide a copy to his/her approving official. Training is not required for renewal of a written agreement.
- C. All employees are also required to complete IT Security and Awareness Training on an annual basis.

XII. TELEWORK AGREEMENT PROCESS

The “Telework Assessment Tool” is a tool for use by the appropriate management official and the employee in helping to determine the appropriateness of the employee teleworking. The tool should be provided to employees prior to their submission of a request to telework. The employee and appropriate management official may choose to discuss results of the tool prior to the actual submission of a request by the employee. The initial discussion between the requesting employee and his/her supervisor should take place within 10 work days of receipt of the assessment tool.

If work is deemed to be portable and an arrangement is reached, the employee is required to complete the online telework training before submitting the agreement for approval and the employee begins to work from an alternate work location. A final decision by the supervisor must be made within 15 work days of receipt of the telework application packet (Appendix A, B, C and training completion certificate).

- A. The telework agreement will include the following mandatory requirements:
 - 1) Term of the agreement: The initial telework agreement will be situational unless entered into in conjunction with the annual review period. The annual review period will take place from November 1 to December 31 and result in a telework agreement that initiates with the first pay period of the upcoming calendar year.
 - 2) Type of telework and plan: The agreement will specify whether the agreement is for routine or situational telework. The agreement will indicate the employee selection of a Routine agreement any time during the term of agreement.
 - 3) Schedule: **Situational** and/or routine (i.e., recurring days) may be specified or flexible due to business necessity. Hours to be worked will be annotated and will comport with regular worksite reporting times.
 - 4) Requirements: The agreement will outline any requirements that support the arrangement (e.g., technology, software, data security).
 - 5) Expectations: The agreement must set forth the expectations agreed upon by management and the employee so the employee has prior knowledge of these expectations. Expectations may include, but are not limited to, external and internal customer service, workflow continuity, advancing work product, and attention to operational challenges, etc.

In rare circumstances, management may find it necessary to require a non-emergency, telework-ready employee to report for an assignment that requires presence at the worksite (e.g. providing a presentation or performing administrative duties at a prescheduled conference).

- 6) Compressed work schedule: Telework agreements will have no impact on an employee’s choice to participate in a compressed work week schedule. An employee’s absence from the office for a compressed work schedule day off may be considered by a supervisor in determining how many telework days are permitted and on which days of the week.

- 7) Expectations for emergency telework: Layout any special conditions or requirements that would be associated with the COOP and other emergency function or when weather emergencies require the closure of an EDA facility.
 - 8) Office suitability: Employee safety and protection from hazards continue to be a high priority, even in an alternative workplace. The employee must complete the self-certification safety checklist (Appendix C) for the proposed space and submit the checklist with the telework agreement application. If the employee's checklist indicates unsafe condition(s) exist at the telework site, the employee must take the necessary corrective actions and resubmit the checklist in order for telework to be approved. Similar to employee workspace on-site, an employee's alternate workspace is available for management's access.
 - 9) The written agreement must provide that an employee may not be authorized to telework if the performance of that employee does not comply with the terms of the written agreement between the approving official and the employee (5 U.S.C. § 6502(b)(3)).
 - 10) All written agreements must contain notification that when the appropriate authority announces, "Unscheduled Leave" or "Unscheduled Telework," due to office closure, telework-ready employees may elect either option by notifying their supervisor consistent with the employee's written agreement. Employees are to be reminded that if they elect to perform unexpected telework, they must have enough work to complete in their period of telework. If the employee does not have enough work, they may either take unscheduled leave for the entire workday or use unscheduled leave to account for hours not worked.
- B. Approved telework packet. A copy of the complete approved application packet (Appendix A, B, and C), including the training completion certificate, must be provided to: a) employee for their records; and b) TC for review, tracking and recordkeeping purposes.
- C. Modification and Termination
- 1) Telework is a workplace flexibility (unless it is actually designated as a condition of employment), not a legal right, and does not change the terms and conditions of employment. The operational needs of the bureau are paramount and employees who telework do not have an automatic right to continue to telework. In accordance with the Act, an employee may not be authorized to continue teleworking if the performance of that employee does not comply with the terms of the written agreement between the approving official and the employee.
 - 2) Management shall provide sufficient notice, when feasible, before modifying or terminating a written agreement to allow the affected employee to make necessary arrangements. The reason for termination **must** be documented, signed by the approving official, and provided to the affected employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect.
 - 3) The employee may request to modify the current agreement (e.g., change the regular teleworking day) by submitting a new "Telework Application/Agreement and Modification of Telework Agreement" (check "Modification") with only the requested change indicated. Approval/Disapproval decisions will be provided within 15 work days.
 - 4) An employee on routine telework may request a switch to situational telework (or vice versa) at any time.

XIII. TERMINATION OF AGREEMENTS AND APPEALS PROCESS

- A. Telework requests and agreements may be terminated or denied by management as long as the denial or termination decision is based on operational needs, conduct, or performance in accordance with the law, not personal reasons.
- B. The approving official must deny or immediately terminate the agreement, as applicable, if the employee fails to be eligible to telework due to [5 U.S.C. §§ 6502 \(a\)\(2\) or 6502\(b\)\(3\)](#).
- C. Approving officials must provide written justification to the affected employee to include information about when or if the employee would be eligible to reapply, and if applicable, what actions the employee should take to improve his/her chance of future approval. Supervisors are to provide employees, and

maintain copies of, signed written denials or terminations of telework agreements. In addition, a copy must be provided to the central file, maintained by the Telework Coordinator.

- D. An employee may terminate his/her written agreement by written notice to the approving official. A copy of the written notice must be added to the central file.
- E. Telework-ready employees wanting to appeal a supervisor's decision, must use the administrative grievance procedure in the Collective Bargaining Agreement, Article 7 "Grievance Procedure," to appeal issues relating to their request to telework, modification to an existing telework agreement, and termination of a telework agreement.
- F. Employees who believe they are the victims of prohibited discrimination should contact the Equal Employment Office office within 45 days of the allegedly discriminatory action.

XIV. THE OFFICIAL DUTY STATION

- A. The location of an employee's position of record where the employee regularly performs his or her duties, or if the employee's work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as determined by their approving official. An employee's official duty station determines the appropriate locality area for pay purposes (5 CFR 531.605).
- B. The official duty station must be documented on the employee's Notification of Personnel Action (SF-50) or equivalent.
- C. For employees temporarily detailed to a position in a different location without a change in the position of record, the official duty station and associated pay entitlements are not affected. For additional information on official duty stations, please see http://www.opm.gov/oca/pay/html/Official_Duty_Station.asp.

XV. DETERMINING THE OFFICIAL DUTY STATION

- A. Pay During Telework Agreements
 - 1) When traditional worksite and telework site are within the same locality pay area, the official duty station is the location of the traditional worksite.
 - 2) When traditional worksite and the telework site are NOT within the same locality pay area:
 - a. The official duty station is the location of the traditional worksite as long as the employee physically reports to the traditional work site at least twice each biweekly pay period on a regular and recurring basis.
 - b. The official duty station is the telework location (i.e., home or other alternate worksite) if the employee does NOT report at least twice each biweekly pay period on a regular and recurring basis to the traditional worksite.
 - 3) If a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the traditional worksite is located, the employee **does not** have to report twice each pay period to the official worksite to maintain the locality payment for that area.

Note: Senior Executive Service (SES) employees do not receive locality pay. Therefore, there are no pay implications if the SES employee works the entire 80 hours of the pay period in a different pay locality area than his/her official duty station. That employee would continue to receive the same pay.

- B. Pay During Temporary Telework Arrangements
 - 1) The intent of this exception is to address certain situations where the employee is retaining a residence in the commuting area for the traditional worksite but is temporarily unable to report to the worksite for reasons beyond the employee's control (e.g., on a special assignment or working while recuperating from an operation).

- 2) One key consideration is the need to preserve equity between telework-ready and non-telework-ready employees. Also, the temporary exception should generally be used only in cases where: (1) the employee is expected to stop teleworking and return to work at the traditional worksite in the near future, or (2) the employee is expected to continue teleworking but will be able to report in the near future to the traditional worksite at least twice each biweekly pay period on a regular and recurring basis.

XVI. PAY AND LEAVE

- A. An employee's locality rate of pay is based on the employee's official duty station, and is determined in accordance with 5 CFR 531.604(b). The bureau/operating unit must determine and designate the official duty station for an employee covered by a telework agreement using the criteria above.
- B. The same premium pay rules apply to employees when they telework as when they are working at the traditional worksite.
- C. Telework-ready employees are governed by the same procedures as non-telework-ready employees for requesting and obtaining leave approval. See the Department's website at [Leave Policies](#). For additional information on leave administration, please visit <http://www.opm.gov/oca/leave/index.asp>.

For additional information on pay administration, premium pay, and work scheduling, please visit <https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/premium-pay-title-5/>.

XVII. IT SECURITY REQUIREMENTS FOR TELEWORK-READY EMPLOYEES

Telework-ready employees must abide by the IT security requirements conveyed in the Commerce Information Technology Security Program Policy, Commerce Information Technology Requirements, Frequently Asked Questions, and IT Security Policy memos. The Telework Agreement signed by the telework-ready employee and their supervisor may describe additional security requirements. DOC IT security documentation can be found at: http://home.commerce.gov/CIO/ITSITnew/IT_Security_Program_Documentation.html

Supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing IT security requirements and to ensure employees are accountable. Antivirus software must be loaded and maintained on the alternate worksite computer.

XVIII. GOVERNMENT FURNISHED EQUIPMENT (GFE)

Under the DOC policy, EDA is allowed but not required to furnish equipment in support of telework, including computers and other electronic tools (e.g., virtual private network (VPN)). EDA will review requests for supporting equipment on a case-by-case basis. The bureau will not provide phone lines, internet access or monthly payments on behalf of employees.

EDA supports a more mobile workforce by using laptop computers supported by docking stations. The laptops may be transported from the worksite to an alternate location with relative ease. EDA will provide desktop support through the Office of the Secretary, IT Service Desk to teleworking employees in regards to connections into the centralized system via remote access tools.

Teleworkers who need access to EDA's centralized IT business systems must be able to access systems remotely.

EDA may deny requests for special equipment or fob-based encryption devices that enable authentication if insufficient workload of a sensitive nature does not justify the cost. However, EDA encourages supervisors to work with staff to identify alternative access options or structure assignments for the telework days that do not require access to the centralized computer system.

XIX. PROTECTING THE SECURITY AND CONFIDENTIALITY OF RECORDS

All telework-ready employees must ensure that records subject to the Privacy Act of 1974, or which have sensitive Personally Identifiable Information (PII) or Business Identifiable Information (BII), are not disclosed to anyone except those who have been authorized access to such information to perform their duties. Bureaus/OUs must ensure that appropriate physical, administrative, and technical safeguards are used to protect the security and confidentiality of such records.

A. Disclosure of Records from an Agency System of Records

1. Telework-ready employees are responsible for ensuring that their disclosure of a record (information) from any agency system of record complies with the Privacy Act of 1974.
2. The Privacy Act of 1974 defines a ‘system of records’ as a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Department of Commerce system of record notices (SORNs) are posted at <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=PAI&browsePath=2005&isCollapsed=false&leafLevelBrowse=false&ycord=0>.
3. The Privacy Act of 1974 prohibits the disclosure of a record (information) from an agency system of record that is not identified as a routine use in that system’s SORN, does not comply with an exemption identified in the SORN, or does not comply with 1 of the 12 exceptions to the non-disclosure-(to third parties)-without-consent rule.
4. A Privacy Act incident occurs when an officer or employee of the agency, who by virtue of their employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by 5 U.S.C. § 552a (or regulations established thereunder), and discloses the material in any manner to any person or agency not entitled to receive it. Knowing misuse or release of information protected by the Privacy Act of 1974 can subject an employee to fines and/or criminal sanctions.
5. Telework-ready employees must immediately report a suspected or confirmed Privacy Act incident to their bureau/OU privacy officer or the Computer Incident Response Team (CIRT) and immediate supervisor.

B. Proper Handling of PII and BII

1. Telework-ready employees are responsible for the safeguarding of PII and BII.
2. PII is information that can be used to distinguish or trace an individual’s identity, such as name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information, which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. Sensitive PII, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.
3. Types of PII considered sensitive when associated with an individual are: social security number (including truncated form), place of birth, date of birth, mother’s maiden name, biometric information, medical information (except brief references to absences from work), personal financial information, credit card or purchase card account numbers, passport numbers, potentially sensitive employment information (e.g., personnel ratings, disciplinary actions, and results of background investigations), criminal history, and any information that may stigmatize or adversely affect an individual. The DOC’s IT Privacy Policy provides that breaches of sensitive PII are subject to notification/reporting requirements.

4. When deciding whether PII is sensitive or non-sensitive, it is important to consider the type of information, obligations, or expectations regarding the protection of information, risk (probability and consequences) of loss or compromise of information, and context of information. Context is particularly important. The same types of information can be sensitive or non-sensitive depending upon the context. For example, a list of names and phone numbers for the Department softball roster is very different from a list of names and phone numbers for individuals being treated for an infectious disease. It is important to use good judgment when deciding whether PII is sensitive or non-sensitive. When in doubt, treat PII as sensitive.
5. The Department's policy states that if sensitive PII must be electronically transmitted, it must be protected by secure methodologies such as encryption, Public Key Infrastructure, or secure socket layers. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements for Cryptographic Modules" provides the standard to which encryption methodologies must conform. The transmission of sensitive PII, even if protected by secure means, must be kept to a minimum. Check with your bureau/OU's Office of the Chief Information Officer to determine methods or services they are using to support the electronic transmission of sensitive PII.
6. In addition to sensitive PII, telework-ready employees must ensure the safeguarding of BII. BII is information that is defined in the Freedom of Information Act as "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." "Commercial" is not confined to records that reveal "basic commercial operations" but includes any records (information) in which the submitter has a "commercial interest" and can include information submitted by a non-profit entity. Terms for BII that must be protected from disclosure include "confidential business information," "confidential commercial information," and "proprietary information."
7. Sensitive PII and BII can be stored on Government systems only, and saved, stored, or hosted only on DOC-authorized equipment (including contractor-owned equipment or a system that is approved to be used as a Government system). Computers that are personally-owned may not be used to save, store, or host sensitive PII and BII that is collected or maintained by the Department.
8. Sensitive PII and BII must be sent encrypted as an email attachment and encrypted on mobile computers, media (e.g., CDs, DVDs, USB drives), and devices (e.g., laptops, hard drives). When faxing sensitive PII and BII, an advisory statement about the contents must be included on the cover sheet, and the recipient must be notified immediately before and after transmission. Exception: According to the Commerce Acquisition Manual (CAM) 1313.301, cardholders shall not transmit credit card information over a facsimile machine. When mailing sensitive PII and BII, it must be physically secured when in transit. Do not mail or send by courier sensitive PII and BII on CDs, DVDs, hard drives, flash drives, USB drives, floppy disks, or other removable media unless the data is encrypted. Sensitive PII and BII must be sealed in an opaque envelop or container and mailed using First Class or Priority Mail, or a commercial delivery service (e.g., Federal Express or DHL). Appropriate methods must be used to destroy sensitive paper PII and BII (e.g., shredding, using a burn bag) and securely delete sensitive electronic PII and BII (e.g., empty the Windows recycle bin).
9. Telework-ready employees and supervisors are responsible for complying with all bureau/OU guidelines on reporting PII and BII incidents. The OMB Memorandum M-07-16 defines a PII incident as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for other than authorized purpose(s), have access or potential access to PII, whether physical or electronic. Telework-ready employees must immediately report a suspected or confirmed PII and BII incident to their bureau/OU privacy officer or CIRT and immediate supervisor.

XX. PRIVACY ACT, SENSITIVE, AND HIGHLY SENSITIVE INFORMATION REQUIREMENTS FOR TELEWORK-READY EMPLOYEES

- A. Decisions on the proper use and handling of Sensitive Information will be made by the approving official who permits the employee to work at home or at an alternate worksite. A telework agreement will be signed by the telework-ready employee and his/her approving official that contains the specific data types allowed to be accessed. Information is generally categorized into the following groups: Non-Sensitive Information; Sensitive Information; and Classified National Security Information.
- B. The physical security standards for PII and other Sensitive and Administratively Controlled Information must be addressed prior to allowing telework. Chapter 35 of the OSY Security Manual provides minimum physical security standards for the office environment that are also applicable during telework. At a minimum, Controlled Unclassified Information (CUI), including PII, should be afforded protection to prevent unauthorized access to the information.
- C. Controlled Unclassified Information (CIU) Registry. The National Archives and Records Administration's (NARA) CUI Office developed the CUI Registry that allows anyone to access the Safeguarding and Dissemination requirements for CUI that must be afforded to information like PII (Privacy) and other unclassified information. The registry may not be all inclusive, as only those categories of unclassified information that have a law, regulation, or government-wide policy governing dissemination and/or safeguarding are provided. Therefore, any Sensitive and Administratively Controlled Information in hard-copy form that does not fall within the parameters of the manual or the registry should be brought to the attention of the Information and Personnel Security Division of OSY.

Teleworkers and Supervisors should visit <http://www.archives.gov/cui/registry/category-list.html> prior to allowing hard copy PII and other administratively controlled information outside the workplace for telework purposes.

Controlled Unclassified Information, Title 13, Title 26, and Title 35, U.S.C. Information, which are legally protected, are covered under the Sensitive Information category.

- D. Highly Sensitive Information. This information is subject to the most stringent security and access control rules, such as courier authorization, hand-to-hand transmission, or agency-specific rules not included in the Department telework policy/handbook. Classified information that requires Secret or Top Secret security clearances for protecting national security information is included in this category. Classified information (Confidential, Secret, or Top Secret) may only be transmitted or removed from official worksites by classified networks or authorized official couriers. This type of information may not be used or accessed in any manner by teleworkers.

XXI. TELEWORK INFORMATION TECHNOLOGY SECURITY POLICY

The Department's Chief Information Officer (CIO) is responsible for issuing and maintaining information technology (IT) and eGov policies and minimum implementation standards, including remote access and safeguarding sensitive information. These policies and minimum implementation standards outline responsibilities of bureau/operating unit CIOs as well as teleworkers to enable an effective working environment for the teleworker and the protection of Department systems from undue risk. The Department's policy on remote access is accessible via intranet at http://home.commerce.gov/CIO/ITSITnew/IT_Security_Program_Documentation.html.

Supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing security policies and procedures, including IT security. Telework-ready employees also agree that their responsibilities, described in Section 3.3.9 of the Department's "IT Security Policy and Minimum Implementation Standards," remain in effect while on telework status. Other pertinent bureau or operating unit policies on IT security may also exist; supervisors are responsible for ensuring that telework-ready employees agree to follow all applicable IT policies.

The workplace and workstation must be set up to accomplish secure information processing, including the proper storage of Sensitive Information in both electronic and paper form. The telework-ready employee, following IT policies, must minimize security vulnerabilities to the workstation and the Departmental network.

XXII. EMERGENCY EMPLOYEES AND COOP TEAM MEMBERS

Employees designated as an “emergency” employee and those designated as a COOP ERG or other COOP team member may be required to report to the traditional worksite, an alternative work site, or telework from home, based on the nature of the emergency.

These employees may be required to telework during emergency closures or other emergencies, including pandemics and for COOP exercises, on any day, even if that day is not a regular telework day or a day with specific approval for situational/episodic telework. COOP team members may also be required to perform duties outside of their usual or customary duties to ensure continuation of agency-essential missions or activities.

If an employee is designated as an “emergency” employee, or COOP ERG, or other member, the supervisor, along with the employee, should make advance and/or situational decisions as to whether the employee must physically report for duty at the traditional worksite, or may work from home or another approved alternative worksite.

For example, if the purpose of the employee reporting for duty at the traditional worksite is to provide policy guidance or to notify specific individuals of emergency requirements, this could be accomplished from home, provided the employee has access to the resources necessary to perform the required services. However, in some cases, the only way to obtain the services of the employee may be through telework from an alternative worksite.

For example, if inclement weather or other emergency situation results in a transportation shutdown, but phone lines remain working, the employee may be able to work from home rather than reporting to the traditional worksite or alternative site (i.e., the COOP site).

During any period that the DOC is operating under a designated COOP event, including an exercise, the COOP plan shall supersede any telework policy (Public Law 111-292 Section 6504(d)(2)).

XXIII. RECORDS MANAGEMENT

Records maintained by employees who telework are subject to the Freedom of Information Act (FOIA), the Privacy Act, and EDA records retention requirements. Supervisors of teleworking employees are responsible for ensuring that the files and records used by those employees are subject to search for documents responsive to FOIA and Privacy Act requests. Teleworkers must maintain official records and files at alternate worksites in the same manner they do when working at their conventional worksites. Once projects/assignments are completed, associated files should be returned to the conventional worksite, if applicable.

APPENDIX A: EDA TELEWORK APPLICATION/AGREEMENT AND MODIFICATION OF TELEWORK AGREEMENT

New Application
 Modification

Section I – To be completed by the Employee

Date of Request: _____ **Proposed Start Date:** _____ **Annual Review Period: Nov. 1 – Dec. 31**

Employee Name: _____ **Grade or Pay Band:** _____

Office: _____ **Telephone:** _____

Supervisor's Name and Title: _____ **Telephone:** _____

Alternative Worksite Home Other

Address: _____ **Telephone:** _____

<p>Telework Level Requested:</p> <p><input type="radio"/> Situational</p> <p><input type="radio"/> Routine</p>	<p>Type of Telework:</p> <p><input type="radio"/> Regularly Scheduled</p> <p><input type="radio"/> Ad Hoc/Unscheduled</p> <p><input type="radio"/> Medical/Reasonable Accommodations</p> <p><input type="radio"/> For COOP or Emergency Purposes (for COOP or ERG Members)</p>
---	---

Work Schedule (time/days) Including AWS Day Off (If Applicable): _____

Telework Days at Alternate Worksite: _____

Equipment Needed to Perform Work at Alternate Worksite: _____

Specific data types access allowed: () Non-Sensitive () Sensitive

Expectations: Expectations may include but are not limited to, external and internal customer service, workflow continuity, advancing work product, and attention to operational challenges, etc _____

The employee certifies and agrees with the following statements and to abide by all of the requirements of the EDA Telework Policy and procedures:

- I acknowledge that I may not be authorized to telework if my performance does not comply with the terms of the individual written telework agreement between management and me.
- I am required to perform the duties and responsibilities of my position.

- I have requested Situational Telework. I understand that I am limited to no more than 80 hours of ad hoc/unscheduled telework during the 12 months period beginning with the initial Situational Telework. I understand that I must telework when my office is closed for reasons other than Federal law or Executive Order. I further understand that I must telework on “Unscheduled Telework” days as designated by OPM or other appropriate authority.
- I have requested Routine Telework. I understand that I must telework when my office is closed for reasons other than Federal law or Executive Order. I further understand that I must telework on “Unscheduled Telework” days as designated by OPM or other appropriate authority. I have the option of performing regular/recurring and/or ad hoc/unscheduled telework for more than 80 hours. Working less than 80 hours of ad hoc/unscheduled telework does not change my election of Routine Telework.
- I understand that I must perform at the Fully Successful or higher (or equivalent) level in order to telework.
- I certify that I have completed an approved interactive telework training program authorized by my bureau, the Telework Safety Checklist, and the Telework Assessment Tool. Training completion date: _____.
- I understand that I can only care for elders, children, or other dependents residing with me while I telework if the dependent(s) can care for themselves for part of the workday and their presence at my alternative worksite does not interfere with me performing my duties and responsibilities. I agree to coordinate with my supervisor to establish a flexible schedule, to request appropriate leave, and/or to otherwise account for time spent engaging in dependent care.
- I understand that I must abide by the IT Security requirements conveyed in the Commerce Information Technology Security Program Policy (ITSP), Commerce Information Technology Requirements (CITRs), Frequently Asked Questions (FAQs), and IT Security Policy memos. .
- When unscheduled leave or telework is announced by the appropriate authorities, I understand that the election is mine but I must notify my supervisor in accordance with the established policy of the office. However, in rare situations, that management may deny my unscheduled leave/telework and require me (a non-emergency” employee) to report for an assignment that requires my presence, and management has discussed this with me in advance of the situation giving rise to unscheduled leave/telework.
- I certify that I will correctly and accurately report all time teleworked in the appropriate T&A system.

Employee’s Signature and Date: _____

Section II – To be Completed by the Approving Official

Approved: () Disapproved: () Reason Not Approved: _____

- I certify that the employee is eligible and authorized to telework, that I have reviewed the employee’s Safety Checklist as well as the Telework Assessment Tool.
- I have completed *Telework 101 for Managers* via CLC.

Approving Official’s Signature and Date: _____

Please provide original application, along with Appendix B-EDA Telework Assessment Tool, Appendix C-EDA Telework Worksite Safety Checklist, and a copy of the telework training completion certificate to EDA's Telework Coordinator in OPCM. Complete packet will be returned to supervisor once reviewed for completeness.

For OPCM Use Only—Telework Program Coordinator

I certify I have reviewed this application and all sections are complete, properly signed and all required forms are attached (Appendices A, B, C and training completion certificate).

Name and Signature: _____ Date: _____

Review Page

Employee Name: _____

Date of Agreement/Modification: _____

Annual Reviews:

Supervisors signature: _____ **Date:** _____

Employees signature: _____ **Date:** _____

Supervisors signature: _____ **Date:** _____

Employees signature: _____ **Date:** _____

Supervisors signature: _____ **Date:** _____

Employees signature: _____ **Date:** _____

Supervisors signature: _____ **Date:** _____

Employees signature: _____ **Date:** _____

Supervisors signature: _____ **Date:** _____

Employees signature: _____ **Date:** _____

Supervisors signature: _____ **Date:** _____

Employees Signature: _____ **Date:** _____

Supervisors signature: _____ **Date:** _____

Employees Signature: _____ **Date:** _____

Supervisors signature: _____ **Date:** _____

Employees Signature: _____ **Date:** _____

TERMS AND CONDITIONS

Alternate Worksite Costs – The employee understands that the Government will not be responsible for any operating costs that are associated with the use of the employee’s home as an alternate worksite, for example, home maintenance, insurance, or utilities. The employee also understands 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.

Liability – The applicant understands that the Government will not be held liable for damages to his/her personal or real property while he/she is 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 – The applicant understands that he/she is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the alternate worksite. The applicant agrees to notify his/her supervisor immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report as soon as possible.

Disclosure – The applicant agrees 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 XIX, Privacy Act, Sensitive Information, and Highly Sensitive Information – Requirement for Telework-Ready Employees.

Performance Not in Compliance with This Agreement – The employee’s failure to comply with the terms of this agreement may result in the termination of this agreement and the telework arrangement. Failure to comply also may result in disciplinary action against the employee if just cause exists to warrant such action.

Maintenance of Records – The supervisor is responsible for maintaining all forms and records associated with this agreement. EDA’s Telework Coordinator, after reviewing complete application packet for completeness, will keep a copy for tracking and reporting purposes. Supervisor will provide a copy of the agreement to the employee for their reference.

APPENDIX B: TELEWORK ASSESSMENT TOOL

Employee's Name _____

The decision to telework should be based on the ability of an employee to work in a setting that may be in his/her home or a Federal facility other than the regular office, without immediate supervision. The following tool is to be used by the supervisor as a basis for discussing the option and appropriateness of telework for a particular employee. Employees are also required to use the assessment tool to help in determining if telework is suitable for their positions.

Please rate yourself or your employee, using the following scale:

5 – Always 4 – Usually 3 – Sometimes 2 – Rarely 1 – Never

1. Employee works without regular monitoring/supervision.
2. Employee is comfortable working alone.
3. Employee independently identified required work products.
4. Employee successfully plans work production schedule.
5. Employee communicates hindrances to successful completion of a task or project in sufficient time to allow for alterations that improve the opportunity for success.
6. Employee is knowledgeable about your organization's procedures/policies.
7. Employee is fully aware of Department information technology security.
8. Employee meets deadlines.
9. If telework will be in the employee's residence, the residence has an appropriate work environment.
10. Employee is willing to provide his/her own equipment if Government-furnished equipment is not available.
11. Employee is computer literate. Yes No
12. Employee has successfully completed the appropriate Commerce online teleworking training course. Yes NO

APPENDIX C: TELEWORK WORKSITE SAFETY CHECKLIST

This checklist is to be completed only if the proposed alternate worksite is in a private residence. This checklist is designed to assess the overall safety of the designated work area of the alternate worksite. Each applicant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the applicant and submitted to the immediate supervisor.

Applicant Name: _____ Date: _____ Office Telephone: _____

Alternate Worksite: Home Other

Address: _____ Telephone: _____

Describe the Designated Work Area:

1. Are stairs with four or more steps equipped with handrails? Yes No N/A
2. Are aisles, doorways, and corners free of obstruction? Yes No N/A
3. Are file/storage cabinets arranged so that open doors/drawers do not create obstacles? Yes No N/A
4. Is the office space neat, clean, and free of combustibles? Yes No N/A
5. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard? Yes No N/A
6. Are circuit breakers/hoses in the electrical panel properly labeled? Yes No N/A
7. Is electrical equipment free of recognized hazards that could cause physical harm (e.g., frayed, loose, and/or exposed wires, bare conductors, etc.)? Yes No N/A
8. Does the building electrical system permit grounding of equipment (i.e., have three-prong receptacles)? Yes No N/A
9. Is there a smoke alarm and clear access to a fire extinguisher? Yes No N/A

By signing this document, the applicant certifies that all of the above applicable questions were answered in the affirmative, or, if answered in the negative, that the applicant will take all necessary corrective actions to eliminate any hazard prior to beginning telework.

Applicant's Signature and Date _____

APPENDIX D: OPTIONAL TELEWORK TERMINATION FORM

The telework option is a work flexibility agreement and not an employee right. As such, it falls under the supervisor’s discretion to determine how work should be accomplished with the organization. Termination from the telework agreement can be either voluntary or involuntary.

This is notification that the telework agreement, which was signed on _____ is no longer in effect and is hereby terminated.

Termination is based on (check one):

- Voluntary Withdrawal
- Involuntary Withdrawal

If telework is involuntarily terminated, the decision is based on:

- Requirements of the current work assignment
- Reassignment or change in duties
- Failure to maintain employee eligibility standards
- Breach in Information Technology Security policies and/or procedures
- Other (please specify):

Receipt Acknowledged

Employee’s Name, Signature and Date: _____

Supervisor’s Name, Signature and Date: _____

2022 Agreement between the Minority Business Development Agency (MBDA), Department of Commerce and the National Federation of Federal Employees (NFFE)

2022 AGREEMENT BETWEEN THE MINORITY BUSINESS DEVELOPMENT AGENCY (MBDA) AND THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES (NFFE)

MBDA and NFFE 2022 Collective Bargaining Agreement

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MBDA AND NFFE 2022 Collective Bargaining Agreement

PREAMBLE

WHEREAS the Minority Business Development Agency (MBDA), Department of Commerce (DOC) and the National Federation of Federal Employees (NFFE or the Union) recognize the statutory right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguard the public interest, contribute to the effective conduct of public business, and facilitate and encourage the amicable settlement of disputes between employees and the Agency involving conditions of employment;

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government;

WHEREAS the Agency and the Union recognize that a mutual commitment to cooperation promotes both the efficiency of the Agency's operations and the well-being of its employees;

WHEREAS the Agency and the Union agree that the dignity of all involved will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

NOW THEREFORE the Agency and the Union, in good faith, and governed by honesty, reason and mutual respect, do hereby make and enter into the following Agreement collectively.

ARTICLE 1: PARTIES AND COVERAGE

Section 1.01

This Collective Bargaining Agreement (CBA or Agreement) is made by and between the Minority Business Development Agency (MBDA), Department of Commerce (DOC) and the National Federation of Federal Employees (NFFE or the Union).

This Agreement, together with any amendments which may be agreed upon during this Agreement, is entered into under the Civil Service Reform Act of 1978 (October 13, 1978 Public Law 95-454 (CSRA)), and in accordance with the regulations of the DOC and the MBDA. NFFE is the exclusive representative of bargaining unit employees as defined by *Section 1.03* below in accordance with the Federal Labor Relations Authority (FLRA) Certificates of Exclusive Representative dated May 29, 2020 (Case No. WA-RP-20-0021). For reference, the FLRA certification is included in *Appendix A: Federal Labor Relations Authority Certification* of this Agreement.

Section 1.02

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the CBA, secure the well-being of employees, and promote the public interest within the meaning of the CSRA and the DOC's labor-management policies and regulations.

Section 1.03

Pursuant to 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7), this Agreement covers all nonprofessional employees with appointments of one year or longer, excluding all professional employees; supervisors; management officials; confidential employees; employees engaged in personnel work in other than a purely clerical capacity; employees engaged in intelligence, counterintelligence, investigative, or security work that directly affects national security; employees primarily engaged in investigation or audit functions relating to the work of individuals whose duties directly affect the internal security of the Agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity; and temporary employees with appointments of less than one year.

Section 1.04

If NFFE becomes certified as the exclusive bargaining representative for any MBDA employees not currently covered by this Agreement, this Agreement shall extend automatically to all employees covered by the certification.

Section 1.05

The following definitions shall apply for purposes of this Agreement:

- A. "Employee" means bargaining unit employee, unless otherwise noted.
- B. "Agency" means the Minority Business Development Agency, Department of Commerce
- C. "Union" means the National Federation of Federal Employees.
- D. "Days" means calendar days, unless otherwise specified.

ARTICLE 2: DURATION AND TERMINATION

Section 2.01

This Agreement will become effective thirty-one (31) calendar days from execution (signing) or upon Agency head approval, whichever occurs first.

Section 2.02

This Agreement shall remain in effect for a period of four (4) years from its effective date and shall be automatically renewable for additional one (1)-year periods unless either party notifies the other party, in writing, at least sixty (60) days, but not more than one hundred twenty (120) days prior to the expiration date of its intention to reopen, amend, modify, or terminate this Agreement. Such written notice will be accompanied by any proposed amendments or modifications to the Agreement being delivered to the other party. The party receiving the written notice may deliver counter-proposals and proposals to the other party during the next thirty (30)-day period. The parties will begin negotiations no later than thirty (30) calendar days prior to the expiration date of this Agreement. If negotiations are not concluded prior to the expiration date, this Agreement shall continue in full force until a new Agreement has been approved.

Section 2.03

Nothing in this Agreement shall serve as a waiver by either party of the right to negotiate over matters that are affected by a change (during the life of this Agreement) to the Federal Service Labor-Management Relations Statute that expands or contracts the scope of bargaining in the federal sector. Such bargaining may be initiated at any time after sixty (60) days from the effective date of the statutory change.

ARTICLE 3: EFFECT OF LAW AND REGULATION

Section 3.01

- A. In the administration of all matters covered by this Agreement, the parties are governed by the following:
 - 1. Existing and or future laws;
 - 2. Government-wide and DOC rules or regulations in effect upon the effective date of this Agreement; and
 - 3. Government-wide and DOC rules or regulations issued after the effective date of this Agreement that do not conflict with this Agreement.
- B. For all government-wide rules and regulation impacting conditions of employment of bargaining unit employees promulgated after the effective date of this Agreement, the Agency shall provide notice to, and bargain with, the Union, in accordance with *Article 9: Mid-term Negotiations*.

Section 3.02

To the extent that provisions of the Agency's published policies, procedures, rules, and regulations specifically conflict with this Agreement, the provisions of this Agreement will govern.

Section 3.03

The Agency shall provide all bargaining unit employees access to the following:

- A. An electronic copy of this Agreement, including all appendices affixed thereto; and
- B. Any published MBDA regulations and policies.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.01

- A. The Agency retains the right:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency;
 2. To hire, assign, direct, layoff, and retain employees or to suspend, remove, reduce in grade, or pay, or take other disciplinary action against employees;
 3. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
 4. With respect to filling positions, to make selections for appointments from:
 - a. Among properly ranked and certified candidates for promotion; or
 - b. Any other appropriate source;
 5. To take whatever actions may be necessary to carry out the mission during emergencies.
- B. In accordance with 5 U.S.C. § 7106(b), nothing in this article shall preclude the Agency and the Union from negotiating:
1. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 2. Procedures which management officials of the Agency will observe in exercising any authority under 5 U.S.C. § 7106; or
 3. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 U.S.C. § 7106.

Section 4.02

The Agency retains all other rights in accordance with applicable laws and regulations, except for those specific modifications contained in this Agreement.

ARTICLE 5: UNION RIGHTS

Section 5.01

The Union will have the right to represent all bargaining unit employees and to present its views to the Agency on matters of concern, either orally or in writing.

Section 5.02

- A. NFFE, after reasonable advance notification (i.e., generally not less than two (2) business days), shall be given the opportunity to be represented at formal discussions as defined by 5 U.S.C. § 7114. Such advance notice shall include a copy of the meeting agenda if one is developed. In accordance with 5 U.S.C. § 7114(a)(2)(A), NFFE shall be entitled to the opportunity to be

represented at any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any grievance, personnel policy, practice, or other general condition of employment.

- B. In any formal discussion held pursuant to this article, the Union representative will be identified. The representative may ask relevant questions and may make a brief statement of the Union's position regarding the subject of the meeting.
- C. For regularly scheduled formal discussions, the Agency shall provide the Union with notice and a meeting agenda, if one is developed, no less than two (2) business days in advance.

Section 5.03

- A. The Union will be given a list of prospective bargaining unit employees' names, position titles, grades, and posts-of-duty not less than two (2) business days prior to the employees beginning their employment with the Agency.

The Union will be provided a reasonable period of time, not to exceed fifteen (15) minutes, for new bargaining unit employee orientation (BUNEO). This time will normally be provided at the front end of the orientation. The Union may distribute copies of the Agreement during this session. The Agency will introduce the Union during each BUNEO orientation.

Section 5.04

On an annual basis, the Union will provide the Agency (Chief Administrative Officer and Labor Relations Specialist, MBDA, MBDA) with an organizational chart that contains all Union stewards and officials. If changes to union stewards and officials happen more frequently, the Union will provide the Agency an updated organization chart within five (5) days of the effective date of the change.

Section 5.05

- A. A copy of any survey created by MBDA, which is intended to be distributed to bargaining unit employees by the Agency, will be first provided to the Union for comment at least seven (7) calendar days in advance of distribution to bargaining unit employees. All surveys shall be voluntary and anonymous with the exception of surveys mandated by other government agencies (e.g., DOC or Office of Personnel Management (OPM)).
- B. Union officials shall be provided a copy of survey results within 14 days of receipt of results.

Section 5.06

Employees assigned to a non-bargaining unit position may not concurrently serve as a Union representative.

Section 5.07 Upon reasonable advance request by the Union, no less than three (3) days in advance, the Agency will provide a meeting space, if available, for meetings in each location of the Agency. Requests by the Union to utilize meeting space will be granted if consistent with availability. It is agreed that the Union will comply with all security and housekeeping rules in effect on the MBDA office work hours, and local security arrangements. The room may be used for the following purposes:

1. Preparing or discussing a grievance;
 2. Preparing for meetings with the Agency;
 3. Conducting informal discussions, including meetings during employee non-duty time to meet employees and generally discuss collective bargaining and labor relations; and
 4. Internal Union business (e.g., internal Union meetings), so long as no official MBDA duty time is utilized for such meetings.
- A. MBDA employee Union representatives may use the Agency office equipment, including computers, telephone(s), e-mail, fax and photocopy machines in connection with labor management activities for which official time is authorized under *Article 7: Official Time*. The Union may not use the above-referenced equipment or services for internal Union business.
 - B. NFFE staff representatives and Union representatives may send email and documents to one another and to bargaining unit employees via the MBDA email system. When the Union sends bargaining unit wide emails to employees, it shall use the BCC line to address recipients.
 - C. Union representatives accessing the MBDA computer system shall comply with applicable law, rules, policies, and regulations.

Section 5.08

The Agency will provide the Local 2 President, or if that position is unfilled, the Chief Shop Steward, for its internal use only, a quarterly electronic bargain unit employee list which will contain the names, grade and step, position titles, division, organization code/name, duty station, and assigned office. The list will also identify employees who are on dues withholding status.

Section 5.09

- A. The Union will distribute an electronic copy of the Agreement to each bargaining unit employee in MBDA. A copy will also be provided to each supervisor or any other non-bargaining unit employee responsible for administering the terms of this Agreement. Five (5) copies of the printed Agreement will be furnished to the Union for its internal requirements by MBDA. Employees will be permitted to access the Agreement on-line through both the MBDA and NFFE web sites. The Agency will encourage bargaining unit members and supervisors to familiarize themselves with the contents of the Agreement.

Section 5.10

The Agency will provide the Union with an office in its MBDA facilities and office equipment in accordance with current law. Changes to the size or location of this office are subject to negotiation by the parties. (The Agency and Union will work together to determine the timing location and size).

Section 5.11

The Agency will provide the Union with one 2 ½'x3 ½' of bulletin board space per floor in MBDA. Material will be posted directly by the Union in a mutually agreed upon area in the office space.

Section 5.12

- A. Upon reasonable notification of at least five (5) business days in advance, the Union may distribute material in non-work areas of the MBDA premises to employees, provided that the employee distributing the material is in a non-duty status, and further provided that the distribution does not create a litter or employee traffic problem and that the material being distributed complies with the requirements of this article.
- B. When the Union wishes to set up displays or tables to distribute materials or gather signatures on petitions in non-work areas of the Agency's premises, it will do so on non-duty time. Furthermore, the Chief Administrative Officer and Labor Relations Specialist, will be notified by the union five (5) business days in advance.
- C. The Union will be permitted to perform desk drops to bargaining unit employees subject to the following constraints:
 - 1. Reasonable notice of a planned desk drop will be given to the Chief Administrative Officer and Labor Relations Specialist. Such notice will be given or in writing in advance at least five (5) business days in advance between receipt of the notice and execution of the desk drop.
 - 2. The employee performing the desk drop will do so on her/his own non-duty time (e.g., during work breaks, lunch periods, before/after work, on annual leave, or Leave Without Pay (LWOP)). When desk drops are performed after work hours, they will be completed in a time and manner consistent with the Agency's security procedures.
 - 3. The following areas will be considered "restricted areas" and desk drops will not be performed in them: management areas or offices in which no bargaining unit employees are located.

ARTICLE 6: UNION REPRESENTATIVES

Section 6.01

- A. The term "Union representative" is used in this Agreement to refer to all bargaining unit employees authorized to represent the Union, including stewards, chief stewards, and Union

officers. No other bargaining unit employee(s) may be authorized by the Union to act on its behalf and receive official time under *Article 7: Official Time*, unless mutually agreed to by the parties.

- B. The Union may select bargaining unit employees as Union representatives to act on its behalf in accordance with the following:
 - 1. Union officers include a president, recording secretary, vice president, secretary-treasurer, communicator, educator, conductor sentinel, and three (3) trustees.
 - 2. The Union president may appoint stewards to represent the Union. The total number of stewards will be no more than two (2). The Chapter President shall designate stewards to ensure adequate Union representation of bargaining unit employees.
- C. Union representatives will receive official time in accordance with 5 U.S.C. § 7131 and *Article 7: Official Time* of this Agreement. Official Time is to be requested in advance and approved by a manager. If the official time interferes with the needs of the service, then an alternate time should be allocated, articulated to the requester, and approved.

Section 6.02

The Union agrees to provide the Agency with a list of Union representatives no later than January 30 of each year. The Union will also provide to the Agency reasonable notification of any changes (additions or deletions) in the form of an updated list in advance of the effective date of the change. Bargaining unit employees will not be eligible for official time to perform representational functions unless they are identified on the most current list of Union representatives provided to the Agency's Chief Administrative Officer and Labor Relations Specialist, MBDA or the parties mutually agree otherwise. All official time use is subject to *Article 7: Official Time* of this Agreement.

Section 6.03

In accordance with applicable law, a Union representative will not be disadvantaged in the assessment of her/his performance based on her/his use of approved/documented official time when conducting labor-management business authorized by *Article 7: Official Time* of this Agreement. The Agency will consider the time spent by Union representatives carrying out their representational responsibilities and interruptions in performing their normal job functions when evaluating the performance of such Union representatives. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with applicable law, rule, regulation, and *Article 16: Performance Evaluation*. The performance of each employee serving as Union representative will be rated on the basis of Agency assigned work consistent with the elements identified in the employee's performance plan.

ARTICLE 7: OFFICIAL TIME

Section 7.01

- A. The Agency and the Union recognize that the use of official time to conduct authorized representational activities is in their mutual interest. Such time is to be accounted for in

QuickTime or any successor system. Only designated Union representatives are entitled to official time under 5 U.S.C. § 7131.

- B. The Chief Steward shall receive up to .5 hours per bargaining unit employee up to eight (8) hours of duty time per pay period as official time. Other Union Representatives shall receive official time as follows:
 - 1. Additional Stewards shall receive up to .25 per bargaining unit employee Up to four (4) hours per pay period. As the bargaining unit grows by 20 bargaining unit employees the union is entitled to add one steward.
- C. In the event that the allotment for the Chief Steward or Stewards is exhausted in a particular pay period, such Union representatives will be granted a reasonable amount of official time, as determined by the Agency, to participate in representational activities in accordance with *Section 7.01(F)* below.
- D. Union representatives will receive official time, if otherwise in duty status, as specifically authorized by law and this Agreement.
- E. The Union may identify a unit employee as a trainee steward and such individual may attend a meeting as an observer in accordance with 5 U.S.C. §§ 7114(a)(2)(A) or (B). There will be a limit of two (2) trainees in any calendar year. Up to four (4) hours of duty time per calendar year may be used by each trainee under this section. Use of duty time for this purpose is subject to the employee providing his or her supervisor at least five (5) calendar days of advance notice in writing, the ability of the employee to be released from work, and the supervisor's approval.
- F. Official time for Union representatives otherwise in a duty status is authorized for the following purposes:
 - 1. Preparation for and attendance at meetings with the Agency concerning personnel policies, practices, or other general conditions of employment or any other matter covered by 5 U.S.C. § 7114(a)(2)(A);
 - 2. Preparation for and attendance at meetings with or proceedings before the FLRA;
 - 3. Preparation for and participation in oral replies to notices of proposed disciplinary, adverse, or unacceptable performance actions;
 - 4. Examinations of employees in the unit by a representative of the Agency in connection with an investigation if:
 - a. The employee or Agency reasonably believes that the examination may result in disciplinary action against the employee; and
 - b. The employee requests representation;
 - 5. Preparation for and attendance at grievance meetings and arbitration hearing;
 - 6. Preparation for and attendance at negotiation sessions with the Agency;

7. Preparation for and attendance at an Agency, Union or jointly sponsored training, conference, seminar or meeting designed to improve representational skills or otherwise improve the labor-management relationship, including Labor-Management Relations Committee meetings and forums;
 8. Investigation, preparation and representation during the grievance procedure (*Article 10: Grievance Procedure*) and arbitration (*Article 11: Arbitration*);
 9. To confer with affected employee(s) about matters covered under this Agreement; and
 10. To prepare and maintain records and reports required of the Union by federal agencies.
- G. To the extent possible, problems/issues will be handled by a steward within the same duty station.

Section 7.02

- A. Bargaining unit employees who are not designated as Union representatives will be granted a reasonable amount of duty time, if otherwise in a duty status, to confer with her/his Union representative concerning matters listed under *Section 7.01(F)(2), (3), (5), (8) and (9)* above, as it involves the individual employee.
- B. Consistent with the Statute, Union representatives requesting official time under this article will request such time by submitting an email to their immediate supervisor. The subject of the email should be 'Official Time Request' and the body of the email should include the following information: date and time of request; approximate amount of time needed; and a general description of the activity. The supervisor will review and respond to the request within 24 hours. If no response is given, the Union representative may elevate the request to the second line supervisor. In case of a representational emergency, the Union representative will notify their supervisor and provide explanation as to why immediate official time is needed. If the request is denied, the request will be elevated to Chief Administrative Officer. If the Agency refuses a Union representatives request for official time, the supervisor will provide an explanation as to why and provide alternate times within the next 24 hours to schedule official time. Once official time is approved, the Union representative must log their time in time and attendance system.
- C. Denial of release and/or disagreement over the amount of time may be challenged under the grievance and arbitration procedures set forth in *Article 10: Grievance Procedure* and *Article 11: Arbitration*.

Section 7.03

Any use of official time under this article shall begin when the Union representative ceases his/her normal job duties and continue through the end of his/her tour of duty or until the time that normal job duties are resumed, whichever occurs first.

Section 7.04

Union representatives who meet the criteria set forth in *Article 44: Telework* and who are authorized to telework may engage in any representational matters listed under *Section 7.01(F)* above while on official time.

Section 7.05

Official time will be authorized for the attendance of Union stewards at any training event conducted by the Union's National Office, provided that the content is provided in advance. Such official time granted under this subsection is in addition to allotment of official time available under *Section 7.01(B)* above.

ARTICLE 8: EMPLOYEE RIGHTS

Section 8.01

- A. The initiation of grievances in good faith is an employee right and will not reflect adversely on an employee's standing and value with the Agency. Employees and Union stewards who have relevant information concerning any matter for which remedial relief is available under this Agreement will cooperate in seeking resolution of such matter. The exercise of an employee's rights in these matters is guaranteed by federal labor law. The Agency shall ensure that employees will be free from restraint, interference, coercion or discrimination, and intimidation or reprisal.
- B. In accordance with 5 USC 7116 it shall be an unfair labor practice for an agency to interfere with, restrain, or coerce any employee in the exercise by the employee of a right under such law. An employee may request a Union steward for the purpose of representing to the Agency any matter of concern over the interpretation or application of this Agreement or of representing the employees to any government agency or official other than the Agency, subject to law and this Agreement.
- C. Discussions between a Union representative and an employee seeking counsel or advice regarding non-criminal investigations are confidential, absent the Agency's overriding need for the information determined on a case-by-case basis, consistent with applicable case law. The Agency agrees not to solicit information from any Union representative concerning the nature of such confidential discussions except as noted above.

Section 8.02

Except as provided by law, nothing in this Agreement will require an employee to become or remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions or by voluntary cash dues payment by a member. Employees have the right to revoke dues withholding subject to law and this Agreement.

Section 8.03

In accordance with 5 U.S.C. § 7102, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C. § 7102, this includes the right:

- A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of government, Congress, or other appropriate authorities; and
- B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 8.04

- A. Any employee who is the subject of a conduct investigation, or is being interviewed as a third-party witness, and who reasonably believes that an interview with the Agency may result in disciplinary action has the right to representation, if requested, by a Union representative.
- B. The Agency shall inform employees of their right to a Union representative in an investigative interview by issuing a notice to all employees during the month of January each year that states, in part, the following:

Employees have the right to be represented by the Union in an examination conducted by the Agency or a representative of the Agency in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - b. The employee requests such representation.
- C. Where a reasonable basis exists to believe an employee may have engaged in a criminal act, the matter shall be referred to the appropriate law enforcement authority.
 - D. At the time the employee is contacted to schedule such an interview, the employee will be provided the following information:
 - 1. The subject matter of the interview in as much specificity as possible, except when doing so would undermine the investigation.
 - 2. That he/she is the subject of the conduct interview or whether the employee is being interviewed as a third-party witness.
 - E. If the employee requests Union representation, the interview will be scheduled sufficiently in advance to allow the employee an opportunity to seek the counsel of a Union representative. A Union representative's unavailability shall not unduly delay the interview.
 - F. If an employee appears for a scheduled interview without representation and reasonably believes, because the subject of the interview has changed, that disciplinary action may result, the employee may request a delay to secure such representation.

- G. If an employee is represented in an interview and the subject of the interview changes to subjects over which the employee and the representative have not conferred, the employee or the representative may request a recess to confer on such issues.
- H. When the person being interviewed is accompanied by a representative furnished by the Union, the role of the representative includes, but is not limited to, the following rights:
 - 1. To clarify the questions;
 - 2. To assist the employee in providing favorable or extenuating facts;
 - 3. To suggest other employees who have knowledge of relevant facts; and
 - 4. To advise the employee.
- I. All interviews shall be conducted in a respectful and professional manner.
- J. The employee and the Union representative may take such notes as they deem necessary.
- K. The Agency recognizes the importance of completing an investigation of an employee in as timely a manner as practicable. When an employee has been advised that he/she is/was the subject of an investigation, and a determination is made not to propose discipline or take other action, the Agency will notify the employee to that effect, in writing. In the event that the Agency's administrative investigation of an employee exceeds thirty (30) days, upon request, the employee will be provided an update of the status of the investigation.

Section 8.05

If there is a disagreement between the employee and the Agency regarding the employee's right to Union representation, the meeting will be delayed no more than one (1) full workday, in order to permit the employee to consult with her/his Union representative, and for the supervisor to consult with the Chief Administrative Officer and Labor Relations Specialist, MBDA. Contact with Union representatives and/or HR officials should occur as soon as the meeting is scheduled.

Section 8.06

Employees are required to provide complete and truthful answers in response to questions in matters of official interest. An employee who fails to provide such answers is subject to disciplinary action, including removal.

Section 8.07

In accordance with the Privacy Act, 552, managers are expected to respect the privacy of their employees, protect confidential information regarding their employees, and only share such information with individuals with a "need to know." The Agency will not access employee email accounts, except for cause.

Section 8.08

The Agency has determined that employees shall not be required to disclose an arrest or conviction that a court has ordered purged from the employee's record in any interview, on any official form or statement, or during any investigation with the Agency or an Agency representative, unless required by policy, law or regulation.

Section 8.09

Employees recognize they must comply with all lawful orders and instructions from management officials. Employees are reminded of the principle, "work now, grieve later". However, no employee will be subject to disciplinary or adverse action for refusing to comply with an unlawful order.

Section 8.10

Under the Whistleblower Protection Enhancement Act, the Agency recognizes the right of every bargaining unit employee to be free from reprisal for providing information in connection with a violation of any law, rule, or regulation, and/or evidence supporting mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

ARTICLE 9: MID-TERM NEGOTIATIONS

Section 9.01

- A. The Agency agrees not to unilaterally establish or change any personnel policy, practice, or condition of employment without providing notice to, and bargaining with, the Union, in accordance with this article and applicable law.
- B. Additionally, in accordance with 5 U.S.C. Chapter 71, the Union or the Agency may initiate mid-term bargaining by proposing changes in conditions of employment provided that such changes are not covered by this or any other CBA between the parties and provided further that such changes do not relate to matters over which either party has expressly waived its right to bargain during the negotiation of this Agreement.
- C. This article establishes ground rules for mid-term bargaining between the parties. The provisions of this article apply to all mid-term negotiations between the parties unless modified by other articles in this Agreement or agreed to by both parties.

Section 9.02

- A. The Agency shall provide the Union with reasonable advance notice, but normally not less than fifteen (15) calendar days of the proposed changes in conditions of employment. Written notice of the intended changes by the Agency will be served on the Chapter President or his/her designee. The notice shall include:
 - 1. A description of the proposed change;

2. A description of the impact of the change on the bargaining unit;
 3. An explanation of how this change will be implemented; and
 4. An explanation of why the proposed change is necessary.
- B. Following receipt of a notice proposing changes in conditions of employment, the receiving party will be entitled to a briefing upon request. Unless agreed otherwise, a briefing will be scheduled by the party initiating the notice at a mutually agreeable date, time, and location, no later than fifteen (15) calendar days from the date of notice.
- C. Unless otherwise agreed, proposals must be submitted within fifteen (15) calendar days of the briefing if one is held. If no briefing is held, proposals must be submitted within fifteen (15) calendar days of the receipt of the notice. Unless agreed otherwise, the parties shall meet to begin negotiations within fifteen (15) calendar days of the proposals being submitted.

Section 9.03

- A. For briefings requested consistent with this article, official time will be approved for up to three (3) Union representatives designated by NFFE unless additional representatives are authorized by the Agency. Union representatives located outside the commuting area of the briefing location may participate telephonically or through some other electronic means.
- B. Management has determined it will have up to four (4) representatives on its bargaining team. The Union bargaining team will include up to four (4) representatives. Management retains the right to determine to increase the number of representatives on its bargaining team. In such event, the Union may also add an equal number of representatives to its bargaining team. In accordance with 5 U.S.C. § 7114(b)(3), negotiation sessions will be scheduled at reasonable times and convenient places.
- C. All agreements are tentative until full agreement is reached.
- D. Mid-term agreements reached will be reduced to writing and executed by both parties.
- E. Agreements will set forth an effective date. The termination date of a mid-term agreement will be mutually agreed upon by the parties. The effective date will be thirty-one (31) calendar days from execution or upon Agency head approval, whichever occurs first.
- F. Unless otherwise agreed, copies of agreements executed pursuant to this article will be distributed by the Union to affected employees in a paper or electronic format as appropriate.
- G. Agreements negotiated under the provisions of this article will be subject to Agency head approval pursuant to 5 U.S.C. § 7114(c). In the event of a disapproval, the Union will have the option of renegotiating either the entire disapproved agreement or the portion that has been disapproved.

- H. If one of the parties invokes impasse procedures, the Agency shall postpone the implementation of any changes until the impasse is resolved, except as provided by law, prior to a decision by the Federal Service Impasses Panel (FSIP).

ARTICLE 10: GRIEVANCE PROCEDURE

Section 10.01

- A. The Agency and the Union recognize and endorse the importance of bringing to light and addressing employee concerns through the negotiated grievance procedure promptly and, whenever possible, informally.
- B. A grievance may be initiated by an employee, a group of employees, the Union or the Agency.
- C. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 10.02

The term "grievance" is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment, A grievance should include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this agreement or any local Memorandum of Understanding not in conflict with this Agreement.

- A. This procedure will be the only procedure available to bargaining unit employees for the processing and disposition of grievances as defined in *Section 10.02(A)* above, except when the employee has a statutory right of choice, that is, adverse actions, actions taken for unacceptable performance, or Equal Employment Opportunity (EEO) complaints, OIG Complaints, complaints filed under DAO 202-955, Harassment Complaints, and Whistleblower Complaints.
- B. The grievance procedures of this article shall not apply to the following;
 - 1. Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating prohibited political activities);
 - 2. Retirement, life insurance, or health insurance;
 - 3. A suspension or removal under Section 752 of Title 5 (relating to national security matters);
 - 4. Any examination, certification or appointment;
 - 5. The classification of any position that does not result in the reduction of grade of the employee;
 - 6. Matters already filed with the Merit Systems Protection Board (MSPB) as an adverse action which are, therefore statutorily precluded from duplicate filing under this procedure;

- 7. Matters over which an employee has filed a written complaint of discrimination through the formal EEO complaint process;
 - 8. The termination of a probationary employee;
 - 9. Matters specifically excluded by other articles of this Agreement; and
 - 10. Non-selection from among a group of properly ranked and certified candidates consistent with 5 C.F.R. § 335.103(d).
- D. Employees who believe they have been illegally discriminated against on the basis of any protected status (e.g., race, color, religion, sex, genetic information, pregnancy, national origin, age, or disability) have the right to raise the matter under the statutory procedure or the negotiated grievance procedure of this Agreement, but not both.

Section 10.03

- A. Grievances under this article may be initiated by employees in the unit either singly or jointly, or by the Union on behalf of employees.
- B. Where an employee has initiated a grievance and does not elect to be represented by the Union, the Union will have a right to be present at all discussions between the employee and the Agency concerning the grievance and the union will be notified ahead of the meeting as early as possible. The resolution of grievances must be consistent with the terms and conditions of this Agreement. The Union will be provided with a copy of the Agency's response.

Section 10.04

Grievances will not be considered unless they are filed with the Agency within fifteen (15) business days of the incident which gives rise to the grievance or within fifteen (15) business days after the aggrieved became aware of the matters out of which the grievance arose, whichever occurred later. Timelines may be extended by mutual consent of both parties.

Section 10.05

The parties are encouraged to seek informal resolution of grievances.

- A. Step 1

A grievance is required to be presented in writing to the employee's immediate supervisor with a simultaneous electronic copy to the Chief Administrative Officer and Labor Relations Specialist assigned to MBDA. If the grievance pertains to discipline, the deciding official will not be the proposing official. In this case, the grievance will be presented to the next level supervisor in the chain of command and will follow the chain of command through the grievance process

- 1. The grievance will specify the following:

- a. The nature of the grievance;
 - b. Whether the grievance involves an individual or group of employees;
 - c. To the extent possible, the articles of the Agreement alleged to be violated;
 - d. To the extent possible, any statute, regulation or Agency policy alleged to be violated, if applicable;
 - e. The approximate date and nature of the action or incident and the individuals involved, if available;
 - f. The name of the Union representative(s);
 - g. The remedy sought.
2. If requested by either party, the meeting shall take place within fifteen (15) calendar days of the submission of the grievance. Grievance meetings will be scheduled at a time agreeable to all parties. The meeting shall include the proposing official, the Labor Relations Specialist assigned to MBDA, the employee, and the employee's Union representative. Such meeting shall be held face-to-face unless the parties agree otherwise.

The grievant and the Union will be provided with a written response to the grievance within fifteen (15) business days of the close of the Step 1 meeting. The response must indicate the right to submit the grievance to Step 2 below. If the agency does not respond within the time frame, then the union may advance the grievance to Step 2. Timelines may be extended by mutual consent of both parties.

3. At any step of the grievance process, Management and Union Representatives shall have the authority to settle the grievance.
4. The Union may elect to withdrawal the grievance in whole or in part at any point in the grievance process.

B. Step 2

1. If an employee is dissatisfied with the decision rendered at Step 1, they may appeal the grievance to the next level supervisor in the chain of command with a simultaneous electronic copy to the Labor Relations Specialist assigned to MBDA. Such appeal must be filed in writing within fifteen (15) business days of receipt of the Step 1 decision.
2. If requested, within fifteen (15) business days of the filing, the parties shall hold a Step 2 meeting. The meeting shall include the next level management official in the chain of command, the employee, the Labor Relations Specialist assigned to MBDA, the employee's Union representative. Such meeting shall be held face-to-face unless the parties agree otherwise.

3. Within fifteen (15) business days of the Step 2 meeting, a next level management official shall issue a final decision.
4. If the Union is dissatisfied with the final decision, the Union may invoke arbitration within thirty (30) calendar days in accordance with *Article 11: Arbitration*.
5. The parties may agree to have additional representatives attend any step of the grievance procedure.
6. New issues may not be raised at the Step 2 level by either party unless they have been raised in the original Step 1 grievance procedure.

Section 10.06

- A. The parties shall have the obligation of maintaining a complete record during the steps of the grievance process, including the obligation to produce all witnesses who have information relevant to the matter at issue. The Union's request for the participation of a witness, who is an employee of MBDA, will normally be approved, absent a severe workload interruption.
- B. The parties agree to exchange information that is relevant and necessary to understand the dispute and maximize the potential of settling the matter.
- C. Failure to cite a specific Agreement provision, regulation, or statute shall not bar an employee or the Union from amending the grievance to include such violations provided the issue has been raised in the grievance at Step 1.

Section 10.07

- A. Grievances are considered group grievances if two (2) or more grieving employees have designated the Union to serve as their representative on one (1) or more grievances involving the same facts and the same issues, or the Union has filed one (1) or more grievances on behalf of two (2) or more employees involving the same facts and the same issues.
- B. Group grievances will be processed in accordance with the grievance procedure outlined above, except that such grievances, at the Union's option, may be initiated at Step 2 in *Section 10.05(B)* above. The Union will submit the grievance to the Senior Career Executive (SES) and the Labor Relations Specialist assigned to MBDA.

Section 10.08

- A. If the Agency is aggrieved, its representative shall file a grievance with the NFFE FL 2 President, as appropriate, within thirty (30) calendar days of the act or awareness of the act causing the grievance, whichever occurred later. At the request of the Agency, representatives of the parties shall meet within fifteen (15) calendar days from the date of submission of the grievance. Within fifteen (15) calendar days of said meeting, the Union official shall render a decision, in writing, to the Senior Career Executive (SES) and the Labor Relations Specialist assigned to MBDA. If such

decision fails to resolve the matter, the Agency may invoke arbitration in accordance with the procedures set forth in *Article 11: Arbitration*.

ARTICLE 11: ARBITRATION

Section 11.01

- A. Matters not settled in the grievance procedure for which arbitration is invoked will be arbitrated pursuant to the terms of this article.
- B. There are two (2) types of arbitration procedures available:
 - 1. Conventional Arbitration: Shall be used unless a matter is covered by expedited arbitration.
 - 2. Expedited Arbitration: Expedited arbitration may be used to resolve specified disputes in accordance with *Section 11.04* below.

Section 11.02

- A. The party invoking arbitration will make a written request to the Federal Mediation and Conciliation Service (FMCS), with a copy to the other party, seeking a list of seven (7) randomly selected arbitrators having federal sector experience to the extent available, and are also available to conduct the arbitration at the location designated by the parties, within the period of time mutually agreed upon by the parties.
- B. The parties will meet within fourteen (14) calendar days after receipt of the list to select an arbitrator. If the parties cannot agree upon an arbitrator from the list, they will alternately strike names from the list. A coin flip will determine which party will strike first. When a single name remains on the list, that person will serve as the arbitrator.
- C. Within fourteen (14) calendar days after selection of an arbitrator, the parties shall jointly contact the arbitrator for the purpose of scheduling mutually agreeable dates for a hearing. If, within fourteen (14) calendar days of the date the arbitrator is first contacted, the parties do not mutually agree on the date(s) for a hearing on the merits, the arbitrator shall, upon request by either party, set a hearing date.

Section 11.03

- A. The following procedures apply to all arbitrations.
 - 1. The cost of arbitration will be shared equally by the Agency and the Union to include all regular fees, including travel expenses of the arbitrator hearing the case.
 - 2. Arbitration hearings will be held on the Agency's headquarters facility, normally at the appellant's duty station, and at the Union's offices on a rotating basis, absent mutual agreement otherwise by the Parties of a different location.

3. The grievant, the grievant representative, and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.
4. The arbitrator shall have the sole discretion to determine who may testify.
5. Unless mutually agreed upon by the parties, the arbitrator will not have the authority to keep the record open to hear testimony of additional witnesses. Each party has the responsibility and obligation to produce its witnesses on the day of the hearing.
6. The arbitrator shall have the authority to make all arbitrability and/or grievance determinations. The arbitrator shall make grievance and/or arbitrability determinations prior to addressing the merits of the original grievance. Such determinations shall be made within the hearing and shall not be bifurcated.
7. The arbitrator's decision shall be final, binding and, precedential. For the purposes of this Agreement, "precedential" means an interpretation of this Agreement that is binding on the bargaining unit to the extent not contrary to law and the interpretation may be given due weight by an arbitrator hearing subsequent related matters.
8. The arbitrator shall possess the authority to make an aggrieved employee whole to the extent such remedy is not limited by law or applicable regulation, including the authority to award back pay and interest in accordance with 5 C.F.R. § 550.801(a), reinstatement, retroactive promotion where appropriate, to issue an order to expunge the record of all references to a disciplinary, adverse, or unacceptable performance action, if appropriate and attorney's fees in accordance with the Back Pay Act.
9. Once an arbitration date has been established, a party requesting that an arbitration hearing be postponed, delayed, and/ or canceled for any reason (which results in any fees being charged by the arbitrator and/or court reporter) shall pay any resulting fees.
10. In any grievance where the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, they will equally share the cost of any fees being charged by the arbitrator and/or court reporter. The fact that one party has no objection to the request of the other party for postponement, delay, or cancellation of the arbitration hearing will not absolve the requesting party from the paying of all the resulting fees being charged.
11. The strict rules of evidence are not applicable, and the hearing shall be informal.
12. The parties have the right to present and cross examine witnesses and issue opening and closing statements.
13. The arbitrator may exclude testimony or evidence which is determined to be irrelevant or unduly repetitious.
14. Testimony shall be under oath or affirmation.

15. The arbitrator may ask questions of or request information from either party to complete the record at hearing. The arbitrator may also draw an appropriate inference when either party fails to present facts or witnesses that the arbitrator deems necessary and relevant.
 16. The Agency will make employees available as witnesses when requested by the Union. If the Agency determines that it is not administratively practicable to comply with the Union's request, and the arbitrator determines the employee's testimony is relevant, then the hearing may be postponed.
 17. Bargaining history may not be used in an arbitration hearing unless the party proposing to use it has notified the other in writing at least seven (7) calendar days prior to the hearing of its intent to use it.
 18. The parties will request that the Arbitrator render a decision within thirty (30) calendar days of submission of post-hearing briefs or within thirty (30) calendar days of the arbitration if no briefs are submitted.
- B. The following procedure applies to conventional arbitration only. A verbatim transcript of the arbitration proceeding will be made by an authorized court reporter unless the parties mutually agree not to have a transcript made. The arbitrator and each party will be provided with a copy. The cost of the transcript shall be equally borne by the parties.

Section 11.04

- A. A grievance concerning the following matters may be submitted for expedited arbitration:
1. Dues withholding;
 2. Denials of official time;
 3. Improper maintenance of personnel records;
 4. Denials of a work schedule or telework request;
 5. Bulletin board postings or literature distribution by the Union;
 6. Denials of an outside employment request; or
 7. Any other matters which the parties involved in the dispute mutually agree upon.
- B. The party invoking expedited arbitration must make a written request to other party within fifteen (15) calendar days of receipt of the final decision in the grievance procedure (*Article 10: Grievance Procedure*). If no final decision has been issued, the request will be made within fifteen (15) calendar days from the date such decision should have been issued. The arbitrator will be selected in the same manner as provided for in *Section 11.02* above. An arbitrator unable to hear an expedited arbitration case within thirty (30) calendar days will be deemed unavailable and the parties will select another arbitrator.

- C. The hearing will be conducted as soon as possible and will be informal in nature. The parties may arrange for a pre-hearing conference with or without the arbitrator to consider means of expediting the hearing. The arbitrator will issue a decision as soon as possible, but no later than twenty (20) calendar days after the official closing of the hearing, unless otherwise agreed by the parties.
- D. The following procedures apply to expedited arbitration only:
 - 1. No briefs may be filed. A transcript is not required. However, if either party requests a transcript, it will be made and the requesting party will pay the cost. Such transcripts shall not be provided to the arbitrator unless otherwise requested.
 - 2. The arbitrator will issue a bench decision, if possible. If not, he/she will issue a brief written decision within fourteen (14) calendar days of the close of the hearing.

Section 11.05

- A. The arbitrator shall hold the hearing notwithstanding that one (1) party refuses to attend the arbitration. The first issue to be addressed shall be the question of whether the case is properly before the arbitrator. If the case is proper, the grievance will be heard on the merits. The party going forward will notify the other party of its intent, listing the date and the location of the hearing.
- B. Any written decision by the arbitrator will be provided to the designated representatives of the parties in both paper and electronic forms.

Section 11.06

In accordance with the Back Pay Act, reasonable attorney fees will be provided to employees (the Union) who suffer unwarranted and unjust personnel actions if the employee (the Union) is the prevailing party and the arbitrator determines that payment of attorney fees is warranted in the interest of justice, including any case in which a prohibited personnel practice was engaged in by the Agency or any case in which the Agency's action was clearly without merit, and is otherwise consistent with applicable law.

Section 11.07

The jurisdiction, authority, and expressed opinions of the chosen arbitrator will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement, or impose on either the Agency or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. The parties reserve the right to take exceptions to any award to the FLRA.

Section 11.08

The grievant, or his/her representative, may request that the Agency provide such written information as is relevant to the subject matter of the grievance and necessary to its resolution consistent with 5

U.S.C. § 7114(b)(4). If the Agency refuses to provide all necessary and relevant information, that issue may be joined with the grievance and processed to arbitration. At arbitration, the arbitrator shall review the information denied to the Union “in camera” and decide whether or not it is to be provided to the Union consistent with applicable law.

ARTICLE 12: DISCIPLINARY ACTIONS

Section 12.01

- A. For the purpose of this article, a disciplinary action is defined as a letter of reprimand or a suspension of fourteen (14) days or less.
- B. Disciplinary actions will be taken only for such cause as will promote the efficiency of the Service. Such actions must be consistent with applicable laws and government-wide regulations.
- C. If a disciplinary action is rescinded, all documentation relative to the action will be removed from the Electronic Official Personnel Folder (eOPF) with confirmation of said action sent to the employee.

Section 12.02

- A. Progressive discipline, fairness, equity, and the principle of similar penalties for similar offenses guide Agency discipline determinations as warranted by the circumstances of each case.
- B. Prior to deciding what disciplinary action is a proper response to the incident or act, the Agency will consider the factors outlined in *Appendix D: Douglas v. Veterans Administration (5 MSPB 280 (1981))*, if relevant.
- C. In deciding what action may be appropriate, the Agency will give due consideration to the relevance of any mitigating circumstances and any information provided by the employee in the course of the inquiry leading to the action.

Section 12.03

Unless prohibited by law, any and all documents or any other evidence, upon which a disciplinary action is based, will be made available to the affected employee and her/his designated representative upon request. This provision in no way limits the Union's right to information under 5 U.S.C. § 7114.

Section 12.04

- A. An employee has a right to Union representation at any examination of them by the Agency, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.
- B. Where the Agency has relied on witnesses to support the reason for a disciplinary action, to the extent any written statements were taken, they will be made a part of the file which is provided

to the employee and his/her representative. The Agency shall advise any bargaining unit employee serving as a witness that his/her statements may be shared with a third party.

Section 12.05

- A. For Letters of Reprimand the following procedures will apply:
1. The Agency will hand-deliver the letter to the employee, if practicable, provided the employee is in a duty status. Letters that are not hand-delivered may be sent via trackable means.
 2. The letter will include the specific reasons for the action, the retention period in the eOPF, if applicable, and the employee's rights and time limits for filing a grievance.
 3. Letters of Reprimand will be removed from an employee's eOPF no later than two (2) years from the date of issuance. Letters of Reprimands older than two years will not serve as a basis for future progressive discipline.
 4. Letters of Reprimand are grievable as per Article 10.
- B. The following procedures shall apply for a suspension of fourteen (14) calendar days or less:
1. The Agency will hand-deliver the notice to the employee, if practicable, provided the employee is in a duty status. Letters that are not hand-delivered may be sent via trackable means.
 2. In cases where a suspension is proposed for reasons of off-duty misconduct, the Agency's written notification will also contain a statement of the nexus (relationship) between the off-duty misconduct and the efficiency of the Service. An employee's off-the-job conduct shall not result in disciplinary action unless a nexus to the job is demonstrated by the Agency. If the Agency elects to change the stated nexus prior to issuing a final decision letter, the employee will be informed of such changes or modifications in writing and be given an opportunity to respond prior to final Agency action.
 3. An employee has the right to make an oral and/or written reply within fifteen (15) calendar days of the employee's actual receipt of the letter of proposed action. An employee, who chooses to make an oral reply must schedule the meeting within seven (7) calendar days of his/her actual receipt of the letter of proposed action. Prior to the expiration of the fifteen (15) calendar days, the employee will have a reasonable amount of duty time (not to exceed four (4) hours) to prepare for and to make the oral and/or written reply. If the employee elects to make an oral reply, the oral reply will be made to the deciding official. The employee may submit within five (5) calendar days of the oral reply, a written outline of the points covered upon conclusion of the oral reply.
 4. The deciding official shall issue a written decision based upon the evidence presented and the employee's response, if any, within a reasonable period of time normally within 30 calendar days following the oral or written reply.

5. The final decision in any sustained suspension will be made by a management official other than the official who issued the notice of proposed action. The final decision letter will contain the Agency's determination with respect to each charge and/or specification made against the employee in the notice of proposed action, and the dates of the suspension. The final decision will contain a statement of the employee's appeal rights including the right to file a grievance as stated in the negotiated grievance procedure contained in this Agreement, if applicable.

ARTICLE 13: ADVERSE ACTION

Section 13.01

- A. An adverse action, for the purpose of this article, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, a reduction in pay, based on performance and/or conduct, and a furlough (when not a condition of employment) of thirty (30) calendar days or less of an employee.
- B. Adverse actions will be taken only for such cause as will promote the efficiency of the Service. Such actions must be consistent with applicable laws and government-wide regulations.
- C. If an adverse action is rescinded, all documentation relative to that action will be removed from the eOPF.

Section 13.02

- A. Progressive discipline, fairness, equity and the principle of similar penalties for similar offenses guide Agency discipline determinations as warranted by the circumstances of each case.
- B. Prior to deciding what adverse action is a proper response to the incident or act, the Agency will consider the factors outlined in *Appendix D: Douglas v. Veterans Administration (5 MSPB 280 (1981))*, if relevant.
- C. In deciding what action may be appropriate and in accordance with applicable law and regulation, the Agency will give due consideration to the relevance of any mitigating circumstances and to information provided by the employee to the Agency in the course of the inquiry leading to the adverse action.

Section 13.03

Unless prohibited by law, any and all documents or any other evidence, upon which an adverse action is based, will be made available to the affected employee and her/his designated representative, upon request. This provision in no way limits the Union's right to information under 5 U.S.C. § 7114.

Section 13.04

- A. The employee has a right to Union representation at any examination of them by the Agency, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee so requests representation.
- B. Where the Agency has relied on witnesses to support the reasons for an adverse action, to the extent any written statements were taken, they will be made a part of the file which is provided to the employee and her/his representative upon request. The Agency shall advise any employee serving as a witness that his/her statements may be shared with a third party.

Section 13.05

- A. In all cases of proposed adverse action, except for emergency suspensions and actions taken in which there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given written notice stating the specific reasons for the proposed action thirty (30) calendar days in advance of the action and informed of their right to reply to the proposed action. The written notice shall include the following:
 - 1. Specific action proposed;
 - 2. Specific reason for proposed action;
 - 3. Deciding official to whom the employee may respond;
 - 4. Employee's right to respond orally and/or in writing, including affidavits or other written statements in support of his/her response;
 - 5. Employee's response will be considered by the deciding official;
 - 6. The deciding official will consider the relevant factors outlined in *Appendix D: Douglas v. Veterans Administration (5 MSPB 280 (1981))*, as appropriate;
 - 7. Employee's right to be represented by a Union Representative or by an attorney of his/her choice;
 - 8. Employee's status during the notice period; and
 - 9. The employee is entitled up to four (4) hours of duty time to review the material relied upon to support the reasons given in the notice and confer with their representative as appropriate.
- B. In cases where an adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification will also contain a statement of the asserted nexus (relationship) between the off-duty misconduct and the efficiency of the Service.
- C. An employee may request an oral reply within seven (7) calendar days of his/her actual receipt of the letter of proposed action. An employee also has the right to make a written reply within

fifteen (15) calendar days of the employee's actual receipt of the letter of proposed action. If the employee elects to make an oral reply, the oral reply will be made to the deciding official. The employee may submit a written outline of the contents of the oral reply within three (3) calendar days of the reply meeting, and the Agency shall consider them prior to making a final decision.

- D. The deciding official shall issue a written decision based upon the evidence presented and the employee's response, if any, within a reasonable amount of time ideally within 30 days following the oral or written reply.
- E. The final decision in any sustained adverse action will be made by a management official other than the official who issued the notice of proposed action. The final decision letter will contain the Agency's determination with respect to each charge and/or specification made against the employee in the notice of proposed action. The final decision will contain a statement of the employee's right to appeal an adverse decision to the MSPB or to binding arbitration, but not both.

Section 13.06

- A. If the Agency's final decision is to affect an adverse action against a bargaining unit employee, the employee may either appeal the decision under the appellate procedures in accordance with applicable law or file a grievance under the negotiated grievance procedure. Under no condition may an employee appeal an adverse action under both the applicable appellate procedures and to arbitration.

The Union must notify the agency's Chief Administrative Officer and the Labor Relations Specialist assigned to MBDA of any appeal to arbitration filed by the union and will include the matter to be arbitrated. The Union must invoke arbitration within thirty (30) days of the date the employee receives the final decision issued by the Agency.

- B. The standard of proof in any arbitration over this matter will be the preponderance of evidence.
- C. Both parties will exchange their anticipated witness lists seven (7) days prior to the hearing date.
- D. The Agency may request to hold a pre-arbitration settlement conference with NFFE following the Union providing the Agency notice pursuant to *Section 13.06(B)* above with respect to any employee who was not represented by NFFE at the proposed adverse action stage. If requested, the meeting will take place at a mutually agreed-upon location (including telephonically) and time within fourteen (14) days from the date NFFE invokes arbitration. Such meeting will not result in a delay of the arbitration hearing or require either party to produce evidence.

ARTICLE 14: NOTICES TO EMPLOYEES

Section 14.01

The Agency presents an employee with a written notice specified in Section 14.02 of this Article; the

employee shall be given an extra copy of the notice which shall contain the following statement: "An extra copy of this notice is enclosed herein. This copy may, at your own option, be furnished to NFFE, Local 2."

Section 14.02

For purposes of this Article, the term "written notice" includes, but is not limited to:

- A. Letters of proposed disciplinary or adverse action;
- B. Letters of advance notice on a decision to impose a reduction-in-force (RIF);
- C. Letters placing an employee on leave restriction;
- D. Notice of a decision to separate a probationary employee;
- E. Notice of involuntary assignment to a different position or location;
- F. Letters of decision for disciplinary actions;
- G. Letters of decision for adverse actions; and
- H. Letters to term employees indicating that for cause they will be terminated.

ARTICLE 15: POSITION CLASSIFICATION

Section 15.01

- A. The Agency has determined that the position description will accurately reflect the duties, responsibilities, and supervisory controls pertaining to the employee filling that position.
- B. The Agency has determined to prepare new position descriptions within sixty (60) calendar days but no longer than ninety (90) calendar days of assigning employees to do the work of the position in those instances where no classified position description exists which accurately describes the duties to be performed.
- C. In the case of new or revised position descriptions, copies shall be provided to NFFE Local 2 within thirty (30) calendar days of the modification being made, and no later than the date it is provided to the employee. Where modifications in position descriptions result in a change in conditions of employment, the Agency will provide NFFE with appropriate notice.

Section 15.03

- A. It is agreed that employees whose duties and responsibilities deviate substantially from those reflected in the position description may seek resolution by requesting a review of a position

description reflecting these duties or make a request for a desk audit as provided by the Office of Personnel Management and Department policies.

- B. Desk audits will be performed upon written request of either an employee or the employee's supervisor. Normally, when requesting a desk audit, an employee is required to submit a rationale in support of her/his request to the immediate Supervisor, if the Supervisor is unavailable then the employee may elevate to the next level Supervisor. Supervisory approval and a revised description of duties and responsibilities should also accompany the request. To the extent the supervisor does not approve the employee's request within thirty (30) days, the employee may forward their request directly to the MBDA servicing Classification Human Resources Office. To the maximum extent possible, desk audits will be conducted in a timely manner, generally no more than ninety (90) days from submission of the request to Human Resources and or the governing party responsible for performing the desk audit.
- C. In a classification appeal resulting from a desk audit within the Agency:
 - 1. The employee has the right to Union representation;
 - 2. The Agency will be notified in advance of Union representative attendance at a meeting under this section.
 - 3. A copy of the written evaluation resulting from the desk audit will be provided to the employee.
 - 4. The employee has the right to make written comments on his/her desk audit as part of the appeal.

Section 15.04

In accordance with 5 U.S.C. § 7121, an employee may grieve the classification of a position which results in a reduction in grade or pay of the employee.

ARTICLE 16: PERFORMANCE EVALUATION

Section 16.01

- A. This article is intended to be interpreted and applied in a manner consistent with 5 U.S.C. Chapter 43, 5 C.F.R. Part 430 & 432, and 5 U.S.C. § 9508. This article does not pertain to temporary employees on an appointment of less than one hundred eighty (180) days.

Section 16.02

MBDA management and bargaining unit employees must follow the Department of Commerce's Performance Management System, DAO-202-430 and all Departmental policies and procedures within these systems. An employee's request for a formal or informal reconsideration of a performance rating must be resolved under the administrative grievance procedure DAO 202-430.

The Bargaining Unit Employees Performance plan includes:

- A. Critical Elements: An employee will have three (3) to five (5) critical elements in the performance plan, as identified by the Agency which are consistent with the duties and responsibilities in the position description, the Department's and MBDA's strategic plans and priorities.
- B. Performance Standards: Qualitative and/or quantitative measures of success appropriate to the employee's critical elements. Standards will be clearly written and attainable.
- A. Progress Review:
 - B. The supervisor shall hold at a minimum of one progress review at the mid-point of the performance period. Additional progress reviews may be held at the supervisor's discretion. Progress reviews will be documented on the performance appraisal form, CD-430. Before each progress review, employees are encouraged to summarize their performance accomplishments and submit to their supervisor prior to each progress review meeting.
- C. An objective of the performance management system is to improve communications between the Rating Official and the employee concerning performance expectations and results. The Rating Official shall hold a mid-year progress review. The midyear progress review will be documented on the performance appraisal form. After each progress review, employees are encouraged to summarize the discussion and transmit it to their supervisor. These reviews are in addition to the initial meeting to develop the performance plan and the annual rating discussion.
- D. Summary Rating: At the end of the rating period, the Rating Official assigns a summary rating level of 1, 2, 3, 4, or 5. A summary rating of 3 or higher means that an employee has met the performance expectations of each critical element.
- E. Certification: The performance plan must be signed and dated at the beginning of the rating period by the employee and the Rating Official to indicate that the performance plan has been received by the employee. The performance plan must be signed at the conclusion of the rating period when the summary rating is determined and discussed with the employee. The employee's signature serves as acknowledgement of receipt of the performance plan and final rating.

Section 16.03

- A. The Rating Official and the employee will meet at the beginning of the review period, normally within 60 after the end of each fiscal year, to discuss all performance criteria set forth in the employee's performance plan.
- B. The rating official shall inform the employee when there is a decrease in work performance that may result in a rating lower than a level 3. Such notification shall occur as soon as practicable and provide sufficient time to improve performance.
- A. The Rating Official and newly hired employee shall meet normally within thirty (30)

calendar days after entrance on duty (EOD) to discuss performance expectations and the performance plan.

- C. The year-end evaluation will be issued to the employee normally within thirty (30) calendar days after the end of the rating period (September 30). The only exceptions to this rule are as follows:
- D. New employees, who are un-ratable at the end of the appraisal period because they have not served in a position for at least the minimum appraisal period (120 days) of the operating unit, must be rated within 30 days after they have served for the minimum appraisal period
- E. When the employee is not available to receive the evaluation due to absence for sick leave or absence due to an on-the-job injury, the evaluation will be prepared by the Rating Official (provided the employee had one hundred and twenty (120) calendar days to perform under the performance plan prior to being absent) but will not be effective or used in any employment consideration until the evaluation has been provided to the employee either in person or by sending it to the employee's official mailing address. The employee shall be permitted an opportunity to submit written comments.
- F. When a rating official changes positions or leaves the Department:
More than 120 days remaining of the appraisal period, or less than 120 days remaining in the appraisal period he or she should complete interim ratings for his or her employees (who served in their current position 120 days) before leaving the position and/or the Department. In many cases, these interim ratings may become the final rating of record for employees who serve in several positions (for less than 120 days) throughout the remainder of the appraisal period. In both situations, the departing supervisor must do the following:
Request written accomplishments from each employee. Prepare/sign the interim rating for each employee (check interim ratings on Summary Rating page of CD-430). Transmit the interim rating to the new supervisor. Discuss the employee's performance without divulging the interim rating. Notify the employee that the interim rating may be changed by the new supervisor before it becomes final on September 30.

Section 16.04

An employee's summary rating is used in the following personnel actions:

- A. Within-Grade Increases (WGI): An employee must have a current rating of record of "fully successful" or better in order to be granted a WGI.
- B. Awards: See *Article 32: Awards*.
- C. Promotion: In order to receive a career ladder promotion, an employee must have a current rating of record of "fully successful" or better.
- D. RIF: See *Article 17: Reduction-in-Force (RIF)*.

Section 16.05

This section involves unacceptable performance

A. Scope:

1. For purposes of this article, an action based on unacceptable performance under 5 U.S.C. § 4303 is a reduction in grade or removal of an employee who fails to demonstrate acceptable performance in one (1) or more critical elements of the performance plan.
2. Actions taken under this article for unacceptable performance shall be supported by substantial evidence.
3. The provisions of this article do not apply to the removal of probationary, temporary, or term employees under 5 U.S.C. § 7511.

B. Performance Improvement Period:

For each critical element in which the employee's performance is at the "unsatisfactory" level, the Agency will provide the employee a reasonable period of time (usually thirty (30) to ninety (90) calendar days, depending on the nature of the employee's duties) to demonstrate acceptable performance (defined as meeting at least the "minimally successful" criterion), commensurate with the duties and responsibilities of the employee's position. The Agency will inform the employee that, unless his/her performance improves to and is sustained at an acceptable level during such period of time, the Agency will reduce the employee's grade or remove him/her from his/her position or federal service.

1. The Agency will notify the employee in writing of the critical element(s) for which performance is unacceptable, inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position and advise the employee what he/she must do to bring his/her performance up to the "minimally successful" level. The notice will also explain what efforts will be made by the Agency to assist the employee in improving performance. Assistance may include, but is not limited to, formal training, closer supervision, counseling, or more frequent progress reviews. The Agency may give an employee such notice at any time during the performance appraisal cycle.

C. Proposal Notice: The Agency will follow these procedures when proposing to take an action under this article:

1. Provide the employee a thirty (30)-calendar day advance written notice of the proposed action. The notice will identify both the specific instances of unacceptable performance and the related critical elements and standards.
2. Provide the employee with a copy of any information relied upon to support the proposal. This provision in no way limits the Union's right to additional information under 5 U.S.C. § 7114 or any other applicable law, rule, or regulation.
3. Advise the employee in writing of his/her right to representation.

4. Grant the employee a reasonable amount of duty time, normally up to eight (8) hours, with supervisory approval, to prepare his/her response to the proposed action. The Agency will consider a written request from the employee for additional duty time to prepare his/her response.
5. Provide the employee the opportunity to reply to the notice orally and/or in writing within fifteen (15) days from the date the employee receives notice of the proposed action. The Agency will consider a written request to extend the reply period.
6. If the employee elects to make an oral reply, it will be made to the Deciding Official in person, unless agreed otherwise. The employee may submit a written outline of the points covered upon conclusion of the oral reply. At the option of the Agency, a verbatim transcript or summary of the oral reply shall be made. If a verbatim transcript is made, the Agency will pay the cost of the court reporter. However, if NFFE determines it wants a copy of the transcript, NFFE would share equally in the cost of the court reporter. Each party shall bear the cost of purchasing its own copy of the transcript. The Agency will pay the travel and per diem expenses of the employee to attend the oral reply, subject to applicable law and regulation.

D. Decision Notice:

1. The Agency will consider the employee's oral or written reply and give the employee a written decision letter concerning the proposed action normally within a reasonable time after expiration of the advance notice period. Normally, the written decision will be issued by a management official who is in a higher position than the person who proposed the action. The decision letter will be issued prior to or on the effective date of the action and will specify the instances of unacceptable performance by the employee on which the action is based.
2. The decision letter will inform the employee of his/her right either to appeal under 5 U.S.C. § 7701 [MSPB] or to file a grievance under *Article 10: Grievance Procedure* of this Agreement, but not both.

- E. Recordkeeping: If an action for unacceptable performance is canceled or overturned and the matter is not subject to further appeal or legal action, all documentation relative to that action (or proposed action) in the employee's eOPF will be removed with confirmation of removal sent to the employee. The Agency will not remove or destroy any documentation required to be preserved under laws, rules, or regulations.

ARTICLE 17: REDUCTION-IN-FORCE (RIF)

Section 17.01

Pursuant to 5 C.F.R. § 351.201, a RIF is the release of a competing employee from his/her competitive level by furlough for more than thirty (30) calendar days, separation, demotion, or reassignment requiring displacement, when the release is required because of a lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment or restoration rights, or reclassification of an employee's position due to erosion of duties when the reclassification will take

effect after an agency has formally announced a RIF in the employee's competitive area and when the RIF will take effect within one hundred eighty (180) calendar days.

Section 17.02

- A. At least thirty (30) calendar days before the Agency provides formal notice of a RIF to the Union, the Agency shall inform the Union in writing that it has made a preliminary determination to conduct a RIF.
- B. At the same time as it informs the Union, the Agency will provide the Union with the reasons for the action. Nothing stated above compromises the Union's entitlement to obtain information from the Agency under 5 U.S.C. § 7114(b)(4).
- C. Within seven (7) calendar days of receiving the information from the Agency, and if requested, the Agency shall brief the Union on the Agency's preliminary RIF determination.
- D. Following the briefing, the Union shall have five (5) calendar days in which to submit its written comments regarding the Agency's preliminary determination.

Section 17.03

- A. In the event the Agency decides to proceed with a RIF, the parties agree to expedited impact and implementation bargaining, beginning no later than thirty (30) calendar days after the date the Agency provided the RIF notice provided in *Section 17.02(A)* above.
- B. The parties may negotiate over any RIF-related issues negotiable under law and this Agreement.

ARTICLE 18: PERSONNEL RECORDS AND ACCESS TO INFORMATION

Section 18.01

- A. Employees who have regular access to an Agency-owned computer will have access to their official personnel record through the eOPF system. Employees may access their eOPF using an Agency owned computer to review and make copies of forms or documents in the eOPF.
- B. Employees who have, other than routine access to an Agency-owned computer, may request a copy of any document(s), other than an extensive request, from the eOPF at any time via email to the Agency-designated point of contact at the MBDA Human Resources Office. The Agency shall provide the employee with a hard or electronic copy of the requested document(s) within seven (7) calendar days of receiving the employee's email request. Before disclosure of a record is made to employees, their identity must be verified.
- C. Employees may personally make or provide copies of documents from their eOPF, including to their personally designated representative. The only exception is a copy of records restricted by law or government-wide rule or regulation.

Section 18.02

The eOPF will be purged in accordance with applicable government-wide regulations. However, any employee documentation file maintained by a supervisor is not part of the eOPF. Employees may request from their supervisor to review any files maintained by their supervisor if they exist.

Section 18.03

The Agency will enter and maintain performance appraisals in the employee's eOPF. Access to the eOPF is limited to the employee management officials with a need to know and those others referenced in the current system of records description in accordance with the Privacy Act, 5 U.S.C. § 552(a).

ARTICLE 19: MERIT PROMOTION

Section 19.01

- (a) All bargaining unit positions will be filled based on merit, and except where otherwise provided by law, without regard to an employee's color, race, religion, national origin, politics, marital status, membership or non-membership in an employee organization, non-disqualifying physical handicap, age, sex, genetics, or based on personal favoritism.
- (b) The Employer shall make every effort to utilize to the maximum extent possible the skills and talents of its current employees. Careful consideration will be given to filling vacant positions through the utilization of present employees.
- (c) The competitive procedures of this Article will apply to those circumstances set forth and defined in the Employer's Merit Assignment Program, 5 Code of Federal Regulation (C.F.R) 335.103, and the procedures as set forth by the Office of Personnel Management (OPM).
- (d) Competitive procedures do not apply to the following actions.
 - (1) Career ladder promotions where competition has taken place earlier.
 - (2) Upgrading of a position due to application of a new classification standard without a significant change in duties, or from the correction of an initial classification error.
 - (3) A promotion resulting from an employee's position being classified at a higher grade (with no further promotion potential) because of additional duties and responsibilities, commonly known as accretion of duties. The noncompetitive upgrade requires the employee to continue to perform the same basic function in the new position that is a clear successor to and absorbs the duties of the old position. In addition, there are no other employees within the organizational unit to whom the additional duties and responsibilities could have been assigned. The Agency agrees that a position's grade will not be increased by an accretion of duties solely to avoid a competitive promotion action.
 - (4) Promotion of an employee who failed to receive proper consideration in a prior competitive promotion action.
 - (5) Actions taken under RIF.
 - (6) Conversion of a temporary promotion to a permanent promotion, provided that the temporary promotion was originally made under competitive procedures, and that the normal minimum area of consideration for the position was used to recruit candidates.
 - (7) Details to higher-graded positions or temporary promotions not to exceed one hundred twenty (120) days.

Section 19.02

- (a) Vacancy announcements will be made available through the Office of Personnel Management web site, (www.usajobs.opm.gov) (USAJOBS). All Bargaining Unit employees will be provided access to such announcements at their regular work sites.
- (b) The minimum areas of consideration are –for GS-15, and equivalent, and below, status employees of the Employer, as well as Senior Level (SL) positions, and Scientific or Professional (ST) positions filled using competitive procedures.
- (c) The Employer shall attempt to find candidates within the minimum area of consideration but may expand the area of consideration if the minimum area of consideration does not produce enough high-quality candidates or the Employer finds it is necessary to conduct a broader search.
- (d) Announcements for Bargaining Unit positions shall be open for a minimum of seven calendar days, but no more than fourteen (14) calendar days under specifically identified circumstances. The Director, Human Resources, except where otherwise prohibited, may make exceptions to the length of the open period, prior to the time frame of the opening, for objective, mission-oriented purposes, documenting such reasons in the case file.
- (e) Vacancy announcements will, as a minimum, contain the following information:
 - (1) the title, series, and grade of the position, as well as the number of vacant positions expected to be filled and an announcement number.
 - (2) duty location and office.
 - (3) the area(s) of consideration.
 - (4) the duties of the position.
 - (5) the minimum qualifications required, all selective placement factors, if any, and all positive education requirements, if any.
 - (6) the pertinent knowledges, skills, and abilities to be evaluated.
 - (7) a statement of whether the position has promotion potential, and if so to
 - (8) what grade, and, if applicable, that the position is a trainee or understudy position.
 - (9) Department of Commerce (DOC) equal employment opportunity policy.
 - (10) the opening date of the announcement.
 - (11) the closing date of the announcement.
 - (12) instructions on how to apply.
 - (13) whom to contact for additional information.
 - (14) pay ranges.
 - (15) a statement of the amount of travel involved, if more than occasional.
 - (16) Reasonable Accommodation Policy; and
 - (17) any special notes or instructions, e.g., whether reapplication is necessary for positions being re-announced, the authority to extend temporary promotions, the changes effected by an amendment, and so forth.

(f) A career ladder position is one identified as developmental and is filled at a grade lower than the target (maximum) grade level for that position. The target level is identified on the Request for Personnel Action (RPA) (SF 52) and on the vacancy announcement. All employees in career ladder positions shall be promoted the first pay period after they can perform at the next higher level, and they become minimally eligible to be promoted (must meet time in grade requirements).

Section 19.03

- (a) Employees shall fully satisfy the time-in-grade and time-after-competitive appointment requirements as well as qualification requirements for the position at the time of any consideration for selection.
- (b) Candidates shall be rated basically qualified for a position if they meet the minimum qualification requirements for a General Schedule position described in OPM's Qualification Standards for General Schedule Positions as supplemented by valid job-related selective placement factors, if any.

Section 19.04

- (a) The best qualified candidates shall be identified through an impartial evaluation of eligible candidates based upon uniformly applied job-related evaluation criteria.
- (b) The supervisor and/or office head of the position to be filled has the responsibility for preparing the rating criteria, i.e., crediting plan. The Human Resources staff shall review the criteria for reasonableness and appropriateness.
- (c) Candidates shall be evaluated based upon their most recent performance appraisal; experience; education; pertinent job-related training; self-development and outside activities; and awards (achievements that earned an employee special recognition, both monetary and non-monetary) earned within the last five (5) years.

Section 19.05

- (a) Before beginning the ranking procedures, the application shall be reviewed by Human Resources to ensure the candidate is within the area of consideration, meets minimum qualifications (including selective placement factors, if identified), and meets time in grade requirements.
- (b) Rating and ranking shall be accomplished by an automated system and Human Resources staff.
- (c) Based upon the span of numerical scores, the HR specialist (or panel members) shall identify the logical or meaningful breakpoint that distinguishes the best qualified candidates from the other qualified candidates. The best qualified candidates shall be those individuals with the highest scores. There shall be a significant, or meaningful, break in numerical rankings separating the best qualified group from the remaining candidates.
- (d) A list of qualified candidates is received from HR and an interview panel, if determined necessary, is established to screen the applicants. The members of the panel shall meet to evaluate best candidates. If convened, panels will consist of at least three (3) persons

responsible for evaluating candidates. The panel members shall be at the grade being filled or higher and at least one (1) panel member should be a subject matter expert in the same field as the vacant position. The interview shall be sufficient to provide the applicant an opportunity to inform the panel members of any qualifications not apparent from the resume.

- (e) The best qualified candidates shall be referred in alphabetical order to the selecting official. Individual scores shall not be provided.

Section 19.06

- (a) The recommending and/or selecting official may offer an additional interview to the best qualified candidates.
- (b) The selecting official is not required to select a candidate from the referral list and may select from any other appropriate source. He or she may request an extension of the area of consideration or additional recruitment efforts or may fill the job by some other type of placement action. However, if selection is to be made from among those candidates who were rated and ranked under merit staffing procedures, the range of selection is limited to those candidates who have been identified as best qualified.
- (c) If the selecting official does not act within ninety (90) days after receiving the list of best qualified candidates, the merit promotion list shall be canceled. Exceptions may be granted by Human Resources in extenuating circumstances.
- (d) An employee selected for promotion will normally be released from his/her current position at the end of the pay period closest to fifteen (15) calendar days after the selection date. An extension of an employee's release date may be requested for extenuating circumstances with agreement from the Human Resources Director.

Section 19.07

Employees shall be notified in writing, or electronically, if they do not meet the requirements of the position, their application is incomplete, or they were referred to the selecting official but not selected. The Employer shall provide notification as soon as possible.

Section 19.08

A promotion folder shall be established in Human Resources for each specific promotion or other placement action filled under the competitive procedures of this Article. All documentation concerning merit selection actions shall be maintained in accordance with the recordkeeping provisions of OPM, this Agreement, DAO 205-1, and DAO 205-16, Managing Electronic Records and contain proper markings. It shall be kept for two (2) years or until a formal OPM evaluation of the program, whichever time is shorter and absent any grievance concerning such an action. The folder shall contain the following information:

- (1) a copy of the vacancy announcement.
- (2) a copy of the position description.
- (3) selective factors used (if any).

- (4) any quality ranking factors.
- (5) all rating and ranking factors used.
- (6) a list of all eligible candidates and their applications.
- (7) a list of and identification of breakpoints of best qualified candidates.
- (8) the name of the applicant selected and the selecting official.
- (9) copies of all written and electronic correspondence with applicants; and
- (10) copies of the interview questions, along with the composition of any interview panel, and name(s) of the recommending and/or selecting official.

Section 19.09

- (a) An employee who feels that he or she has been denied a promotion because of a violation of this Article may grieve through the negotiated grievance procedures of Article 10 (Grievance Procedures) as established by this Agreement or file a formal complaint through the procedures of Article 20 (EEO). However, a non-selection from a group of properly ranked and certified individuals is not by itself a basis for a grievance.
- (b) In the processing of complaints or grievances concerning actions taken under this Article the Union shall, upon request, be furnished with copies of all records, subject only to the Employer's authority to withhold such records under applicable laws and regulations that pertain to the subject action.

ARTICLE 20: DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY

Section 20.01

In accordance with the Rules and Regulations of the Equal Employment Opportunity Commission (EEOC), and within the limits of authority delegated to the Agency, specifically, the Office of Civil Rights agree to work together to provide equal opportunity for employment and to prohibit discrimination in employment because of race, religion, color, sex, sexual harassment, sexual orientation/preference, national origin, age, genetic information, or disability.

Section 20.02

Nothing in this Agreement prohibits an employee from being represented by a Union steward at any stage of the EEO complaint process including the counseling stage unless the employee designates another representative.

ARTICLE 21: HEALTH AND SAFETY

Section 21.01

The general safety and health responsibilities of the Agency are as follows:

- A. To assure compliance with all applicable Occupational Safety and Health Administration standards and related rules and regulations.
- B. To provide adequate support in the administration of the safety and health program.
- C. To assure the prompt cessation of unsafe or unhealthy working conditions.
- D. To provide adequate safety training for all employees, specifically in such areas as evacuation of buildings during suspected fire or bomb threats.
- E. The Union will be notified at least one (1) workday in advance of any meetings held with bargaining unit employees to discuss health and safety issues, other than routine safety briefings. The Union will be allowed to send one (1) representative to these meetings on official time.

Section 21.02

- A. Pursuant to 29 C.F.R. Part 1960, an employee may decline to perform his/her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, and there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. In the event an employee declines an assignment under these conditions, he/she shall be free from reprisal. The Agency shall notify all affected employees of the existence of a dangerous condition or any possible unsafe condition immediately.

Section 21.03

The Agency will take appropriate action to ensure that employees are familiar with the proper means of leaving the office during a suspected emergency threat. Where an emergency threat is reasonably suspected, the Agency will evacuate affected employees to safer areas or take other appropriate precautions.

Section 21.04

When it is necessary for an employee to leave work because of a serious illness or incapacitation, the Agency will offer assistance to ensure that the employee is transported to a medical treatment facility.

Section 21.05

- A. The Agency will provide the Union with access to all information related to health and safety in the workplace pursuant to the Occupational Health & Safety Act and applicable law and regulation. The Agency shall provide such information to the Union as requested.

Section 21.06

The Agency will provide the NFFE Local 2 with reasonable advance notice of any planned construction that will affect bargaining unit employees' conditions of employment.

Section 21.07

- A. The Agency shall maintain its current Employee Assistance Program (EAP) consistent with law, rule, and regulation. It is the policy of the Department of Commerce (DOC) to offer counseling to all employees. The Employee Assistance Program (EAP) is a confidential service that can help in a variety of situations.

ARTICLE 22: HOURS OF WORK

Section 22.01

- A. **Basic Work Week:** The present administrative workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday, and the current basic workweek and normal tour of duty within the administrative workweek is five (5), eight (8)-hour workdays. The Agency shall inform every new employee of the days and hours of his/her workweek. Except as provided below, prior to implementing a change in the basic workweek, the Agency will notify the Union as far in advance as possible, but not less than seven (7) calendar days.
- B. **Rest Periods:** Supervisors shall authorize rest/break periods during the workday, normally with a fifteen (15) minute break during the first and second half of the workday. It is recognized that some employees may not receive rest/break periods due to work requirements. Work assignments may be communicated during a break.
- C. **Lunch Period:** A thirty (30)-minute meal period per tour of duty is authorized.
- D. **Breaks and/or lunch periods** may not be used to shorten the workday or increase the lunch period.
- E. **Administrative Workweek:** The administrative workweek is the seven (7)-day calendar week, eighty (80)-hour biweekly pay period commencing at 12:01 a.m. Sunday and ending at 12:00 midnight on the following Saturday with normally two (2) consecutive lieu days (days off). The Agency shall inform every new employee of the days and hours of his/her workweek.
- F. **Normal Workday:** The normal administrative workday consists of eight (8) hours of work time except for those employees working an alternate work schedule. The normal meal break is thirty (30) minutes.
- G. **Core Hours:** Employees will be in a work status during core hours. Absence from work during these hours must be requested of and approved by the supervisor as indicated by an approved leave request in writing or on an electronic form, or an approved Alternative Work Schedule (AWS) or telework agreement. Core hours are Monday through Friday from 9:00 a.m. to 3:00 p.m. Employees should be logged on during the core hours between 9:00 a.m. to 3:00 p.m., Any hours that an employee voluntarily works after 6PM will not be entitled to night differential, unless the work hours are mandated by the Agency.

- H. Core Day: The designated day that employees are present at the designated worksite. The Agency's designated the core day is Monday. If a federal holiday is observed on a Monday, the core day will be cancelled for this week.
- I. Basic Eight (8)-Hour Schedule: This is a fixed five (5)-day schedule that does not vary from day to day. It is an eight (8)-hour day. An employee will be provided a thirty (30) minute unpaid lunch period at approximately mid-day. Any other schedule (tour of duty) is subject to approval by the employee's supervisor in accordance with this Agreement.

Section 22.02

- A. Available Schedules: Employees shall be eligible to work Alternative Work Schedules (AWS) as long as they have achieved a "fully successful" or higher summary rating and have not had any documented conduct issue(s) in the last twelve (12) months.
- B. Management will approve or deny each schedule request within one (1) pay period of the date of submission, when feasible.
- C. Upon request, a denial of request for a particular work schedule will be provided to the employee in writing, stating the reasons for such denial. Such denial would include one of the following reasons: a reduction of an agency's productivity, a diminished level of services furnished to the public, or an increase in the cost of agency operations.
- D. Alternate and Flexible Work Schedules:
 - 1. Alternative Eight (8)-Hour Schedule: This is a fixed schedule that does not vary from day to day, with established arrival and departure times. The schedule includes ten (10) workdays in each pay period, with each workday being eight (8) hours in length. This schedule differs from the normal eight (8)-hour schedule in that the established arrival and departure times need not coincide with the basic work hours for a particular shift.
 - 2. Ten (10)-Hour Compressed Work Schedule (CWS): This is a fixed, non-flexible schedule (meaning it does not vary from day to day). Arrival and departure times are set and approved in advance. Eight (8) workdays of ten (10) work hours each (four (4) days each week) constitute the pay period. A ten (10)-hour schedule may not include any combination of half-days or workdays of less than ten (10) work hours.
 - 3. Five-Four-Nine (5-4-9) (CWS): This is a fixed, non-flexible schedule (meaning it does not vary from day-to day). The schedule includes nine (9) workdays in each pay period, with eight (8) of those days consisting of nine (9) work hours each and one (1) day consisting of eight (8) work hours. An approved variation of this consists of eight (8) nine (9)-hour days and two (2) four (4)-hour days.
 - 4. Flexitime Flexible Eight (8)-Hour Schedule (Gliding Schedule): This is a flexible (non-fixed) schedule with a basic work requirement of an eight (8)-hour day and forty (40)-hour workweek. The employee will work an eight (8)-hour day, but arrival and departure times

are flexible as long as daily core hours are worked (see *Section 23.01(G)* above regarding core hours). Absence from work during core hours requires supervisory approval.

Section 22.03

- A. Consistent with 5 C.F.R. § 610.121, an employee will be informed of a cancellation or revision of their approved alternate work schedule in writing within one (1) pay period in advance of the change.
- B. Management will approve or deny each alternate work schedule or work schedule request within one (1) pay period of the date of submission.
- C. Management's denial of request for a particular work schedule will be provided to the employee in writing, stating the reasons for such denial, upon request.
- D. Hardship Schedule Requests:
 - 1. Agency employees may submit hardship schedule requests. The request should be submitted in writing to the immediate supervisor and must provide a brief explanation of the hardship.
 - 2. Hardship schedule requests will be approved or denied within one (1) pay period of the date of submission, if feasible.

Section 22.04

This section provides for procedures for establishing special temporary work schedules.

- A. Training: Employees scheduled for training will revert to a Monday-Friday eight (8)-hour schedule consistent with the hours of the training program unless a mutually agreeable arrangement is made with the supervisor or designee.
- B. Temporary Duty: When an employee covered by this agreement is assigned to a temporary duty station within the Region using another schedule, either traditional or AWS, the Agency may allow the employee to continue to use the schedule used at his or her permanent work site, if suitable, or require the employee to change the schedule to conform to operations at the temporary work site.
- C. Temporary Changes to Employee's Work Schedules: Except as provided for by 5 C.F.R. § 610.121(a), an employee's regularly scheduled workday or workweek shall not be changed solely to avoid payment of overtime or earning of compensatory time.

Section 22.06

- A. When the Agency seeks to change an employee's tour of duty, it will provide fourteen (14) calendar days' advance notice to the NFFE Chief Steward and all affected employees, except as provided for by 5 C.F.R. § 610.121. Such change shall be limited to the employee's tour of duty and shall not affect approved leave, AWS, or telework arrangements.

- B. Except as provided for by 5 C.F.R. § 610.121(a), the Agency shall not change employee tours of duty/schedules in order to avoid paying overtime. To the extent practicable, the Agency shall schedule overtime contiguous (i.e., next or together in sequence) to an employee's normal tour of duty.
- C. Emergency events will be addressed in accordance with *Article 24: Changes in Operational Status*.

ARTICLE 23: COMPENSATORY TIME

Section 23.01

The Agency will compensate employees for work performed outside normal duty hours if the supervisor approves the compensatory hours in advance and in writing.

Compensatory time will be allowed for any Management-mandated extra time worked, so long as allowed by law and government-wide regulations.

A compensatory time request will be submitted through the time keeping system, WebTA, for supervisory approval.

Section 23.02

In order to inform employees whether they are exempt or nonexempt for purposes of the FLSA, the Agency will indicate each employee's FLSA status on the Standard Form 50.

Section 23.03

- E. Generally, supervisors or their designees may approve or disapprove the earning of credit hours in advance. Supervisors may approve an employee's standing request to work credit hours on a particular day(s). Supervisors may also approve credit hours an employee has already worked on a retroactive basis. If two (2) or more similarly qualified employees request credit hours resulting in a conflict, the more senior employee shall be permitted to earn the credit hours. If such a conflict reoccurs, the supervisor will assign credit hours on a rotational basis.
- F. Once earned, an employee may use credit hours in fifteen (15)-minute increments in the same manner as leave. The use of credit hours is subject to prior supervisory approval.
- G. Full-time employees can carry over up to twenty-four (24) credit hours from pay period to pay period. Part time employees can carry over up to one-quarter of their bi-weekly work requirement. Credit hours typically will be used in the following pay period.
- H. Subject to applicable law and regulation, an employee shall have the option to elect credit hours or overtime for the time worked in excess of eight (8) hours in a day. In no event shall the Agency use credit hours in lieu of paying overtime.

ARTICLE 24: HOLIDAYS

Section 24.01

Employees are entitled to compensation for all federal holidays. Holiday means any day designated as a holiday by a federal statute or declared by an Executive Order. Federal holidays that fall on weekend days (Saturday and Sunday) will be observed either on Friday or on Monday, as determined by the OPM.

Section 24.02

- A. If an employee is required to work on the day observed as the holiday, he/she shall receive holiday premium pay for regularly scheduled, non-overtime tours of duty, not to exceed their normal tour of duty hours. Employees who are required to work on a holiday receive their rate of basic pay, plus holiday premium pay at a rate equal to the rate of their basic pay, for each hour of holiday work pursuant to 5 U.S.C. § 5546(b).
- B. An employee who is required to perform work on a designated holiday is entitled to holiday pay for the hours worked.

Section 24.03

The Agency shall apply early dismissal announced for holidays uniformly office-wide unless certain employees have coverage requirements.

ARTICLE 25: LEAVE

Section 25.01

- A. Employees shall earn and Management will grant annual and sick leave in accordance with applicable laws and regulations. Careful consideration shall be given the desires and needs of the employees in granting annual and sick leave, subject to operational requirements.
- B. When supervisor charges leave for tardiness, the employee(s) will be so notified and will not work during the charged leave period.
- C. Employees will normally use the electronic time and attendance system, currently WebTA or a manual Application for Leave (OPM-71) for requesting scheduled leave. A request for leave approval does not guarantee that leave will be granted. Personnel shortages, conflicting requests, overtime, etc., may necessitate a change in leave periods or cancellation of approval leave. If leave is denied, the supervisor must be given a reason for the denial.
- D. Except in emergency situations, leave used for personal purposes shall be requested and approved in advance to permit careful scheduling of leave for all employees concerned

and to meet the needs of the work unit.

- E. In the event of a death in the immediate family of any employee, Management will make every effort to grant annual leave, sick leave (or leave without pay if there is no accrued annual or sick leave) as requested.

Section 25.02

- A. The Agency has determined that annual leave will be granted consistent with workload and staffing needs in a manner which permits each employee to take consecutive days off up to two (2) consecutive weeks or more of annual leave each year. The Agency shall make every reasonable effort to grant employee requests for annual leave consistent with workload and staffing needs. Full consideration will be given to each employee's preferred vacation period.
- B. Supervisors will consider and respond to requests for annual leave according to the following process:
 - 1. Leave requests will be responded to normally within 24 hours after the request is received.
 - 2. Employees may submit leave requests no earlier than one (1) year in advance of the requested leave date(s). Employees will be granted leave on a first come, first served basis based on the date the request is submitted. An employee's annual leave request will be granted unless the request conflicts with a previously approved request and is inconsistent with workload and staffing needs. The supervisor will inform the affected employee of the status of their request within a reasonable amount of time.
 - 3. When annual leave requests are submitted on the same date the leave will be approved based on first come first serve basis.

Section 25.03

- A. When an employee may be reasonably expected to know in advance of their starting time that he/she will not be at work on time, he/she will immediately notify the supervisor or designee. If the supervisor or designee is unavailable, the employee shall send notification by voicemail, e-mail or text detailing their need for leave. In addition, the employee will provide his/her immediate valid contact information and his/her expected time to report to work. Where it is not possible for the employee to notify in advance, due to circumstances outside employee's control, he/she shall provide notification as soon as possible. The supervisor will not unreasonably deny the employee's request.
- B. In unusual or exceptional circumstances where an employee is temporarily incapacitated, the employee shall request sick leave at the earliest practicable time.

Section 25.04

Upon advance request, the Agency shall make every reasonable effort to grant, consistent with workload and staffing needs, an employee's request for annual leave that occurs on a religious holiday.

Section 25.05

- A. The Agency agrees annual leave requested by the employee shall be scheduled and approved in accordance with 5 C.F.R. § 630.308, so employees will not lose annual leave at the end of the leave year whenever possible, consistent with work requirements. Employees may carry over annual leave, not in excess of two hundred forty (240) hours, at the end of the leave year if the annual leave was approved and scheduled in advance and the employee was prevented from using the leave due to a business exigency and/or illness. In accordance with law, rule, and regulation, an employee may also carry over annual leave due to administrative error which results in annual leave being forfeited through no fault of the employee.
- B. To avoid leave forfeiture, 'use or lose' annual leave must be requested no later than three (3) pay periods prior to the end of the leave year. Annually the Agency will notify all employees advising and reminding them of the regulations concerning "use or lose" annual leave and the need to request annual leave to avoid unintended forfeiture of such annual leave.
- C. Annual leave may be restored if such leave was approved by the third pay period prior to the end of the leave year and was later denied and forfeited. An employee's leave may be restored if forfeited due to an administrative error that resulted in annual leave being forfeited through no fault of the employee.

Section 25.06

When leave has been requested and approved, the Agency will not rescind approval absent an emergency situation, as defined by 5 U.S.C. § 7106 (a)(2)(D) or unanticipated workload or staffing needs. When previously approved leave must be canceled, the employee will be notified and will be advised of the change in writing and be provided an explanation as to why the action was taken. Every reasonable effort shall be made to accommodate the employee to reschedule his/her leave. The Agency will make every reasonable effort not to cancel previously approved leave, particularly where an employee's expenses are non-refundable, consistent with this Agreement.

Section 25.07

- A. The granting of advanced annual leave by the Agency is discretionary. However, the Agency may grant advanced annual leave, when the employee requesting advanced annual leave:
 - 1. Is eligible to earn annual leave;
 - 2. Does not request more advanced annual leave than would be earned during the remainder of the leave year or for the remainder of the period during which the employee will be employed, such as a term limited appointment;

3. Is not on a leave restriction letter or has not been the subject of a performance or conduct based action within the last twelve (12) months; and
 4. Is expected to return to work after having used the leave.
- B. As annual leave is earned by the employee, the earned annual leave will be used to repay any outstanding advanced annual leave balance, or the employee may repay any outstanding balance.

Section 25.08 LWOP

The Agency will consider all employee applications for LWOP. The Agency will administer LWOP equitably and approval or disapproval of employee requests will be made with due consideration of personal hardship and the needs of both the Agency and the employee in accordance with applicable laws, regulations, and this Agreement.

ARTICLE 26: SICK LEAVE

Section 26.01

Employees will earn sick leave in accordance with applicable statutes and regulations. Employees may utilize sick leave in fifteen (15)-minute increments. Employees may not be charged sick leave without consent.

Section 26.02

- A. Approval of sick leave will be granted to employees when they are incapacitated for the performance of their duties by such reasons as sickness, injury, or pregnancy.
- B. Sick leave will be granted for contagious diseases as set forth in applicable statutes and regulations. Sick leave will generally be granted for medical, dental, or optical examination or treatment when required and requested prior to the beginning of the absence.
- C. The Federal Employees Family Friendly Leave Act authorizes covered full-time employees to use a total of up to 40 hours (5 workdays) of sick leave per year to (1) give care or otherwise attend to a family member having an illness, injury, or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee; or (2) make arrangements for or attend the funeral of a family member. In addition, a covered full-time employee who maintains a balance of at least 80 hours of sick leave may use an additional 64 hours (8 workdays) of sick leave per year for these purposes, bringing the total amount of sick leave available for family care or bereavement purposes to a maximum of 104 hours (13 workdays) per year.
- D. When an employee may be reasonably expected to know, in advance of their starting time that he/she will not be at work on time, he/she will immediately notify the supervisor or designee. If the supervisor or designee is unavailable, the employee shall send notification by voicemail, e-mail or text detailing their need for leave. In addition, the employee will provide his/her immediate valid contact information and his/her expected time to report to work. Where it is

not possible for the employee to notify in advance due to circumstances outside the employee's control, he/she shall provide notification as soon as possible. The supervisor will not unreasonably deny the employee's request.

- E. In unusual or exceptional circumstances where an employee is temporarily incapacitated, the employee shall request sick leave at the earliest practicable time.

Section 26.03

- A. Employees may be required to furnish administratively acceptable evidence to the supervisor or designee to substantiate a request for approval of sick leave if sick leave exceeds three (3) consecutive workdays or a reasonable basis exists to believe sick leave abuse is occurring or in accordance with a leave restriction memorandum. Medical certificates must:
 - 1. Include a statement that the employee is under the care of physician;
 - 2. Include a statement that the employee was incapacitated for duty and the days the employee was incapacitated;
 - 3. Include information concerning the expected duration of when the employee was unable to work; and
 - 4. Must be signed by or contain the stamped signature of the medical provider.
- B. Where the Agency has a reasonable basis to question whether an employee is properly using sick leave (e.g., when sick leave is used frequently or in unusual patterns or circumstances), the Agency may request that the employee provide an explanation. Absent a reasonably acceptable explanation, the employee may be orally counseled that continued frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.
- C. If a reasonable basis continues to exist for questioning an employee's use of sick leave, the employee may be notified in writing that for a stated period (not to exceed six (6) months), the employee is on sick leave restriction. A sick leave restriction is a series of instructions establishing the specific requirements for the use of sick leave. This includes that no request for sick leave, or other leave in lieu of sick leave, will be approved unless supported by administratively acceptable medical evidence, which will be submitted to a representative designated by the Agency. Any such written notice will describe the frequency, patterns, or circumstances which led to its issuance. A sick leave restriction will be rescinded at the end of the period if the employee fully complies with the requirements of the restriction. A sick leave restriction may be extended an additional six (6) months if the employee fails to fully comply with the requirements of the restriction. Such sick leave restriction may be extended if the circumstances warrant it.
- D. The issuance of sick leave restriction shall be subject to the grievance and arbitration provisions of this Agreement.

- E. Employees who, because of illness, are released from duty, and are not subject to the restrictions of *Section 28.03(C)* above, will not be required to furnish administratively acceptable medical evidence to substantiate sick leave for the day released from duty. Subsequent days of absence will be subject to the provisions of the subsections above.
- F. Employees who are not subject to the restrictions of the subsections above will not be required to furnish administratively acceptable medical evidence on a continuing basis if the employee suffers from a chronic condition which does not necessarily require medical treatment although absence from work may be necessary and the employee has previously furnished medical certification of the chronic condition. The Agency may periodically require further administratively acceptable medical evidence to substantiate an employee's continued use of this provision. Such evidence will be submitted to a representative designated by the Agency.

Section 26.04

- A. An approved absence, which would otherwise be chargeable to sick leave, will be charged to annual leave if requested by the employee and there is no just cause for the Agency to deny such request.
- B. An employee who becomes ill while on annual leave may have the time of illness changed to sick leave provided that the employee notifies the supervisor on the first day of the illness and otherwise complies with the requirements of *Section 28.02* of this article.

Section 26.05

- A. The Agency may advance sick leave when all of the following conditions are met:
 - 1. The employee is eligible to earn sick leave;
 - 2. The employee's request does not exceed thirty (30) workdays; or whatever lesser amount complies with applicable regulations;
 - 3. There is no reason to believe the employee will not return to work after having used the leave;
 - 4. The employee has provided administratively acceptable medical documentation of the need for advanced sick leave;
 - 5. The employee is adopting a child, or the employee or family member has a serious health condition, or to make arrangements necessitated by the death of a family member or to attend the funeral of a family member (e.g., spouse, parent, or child); and
 - 6. The employee is not subject to the restrictions of *Section 28.03(C)* above.
- B. Even if all of the conditions above have been met, the Agency may deny advanced sick leave to probationary employees during the first year of their probationary period.

- C. Advanced sick leave is not available for routine medical visits or minor illnesses.
- D. As sick leave is earned by an employee, the earned sick leave will be used to repay any outstanding advanced sick leave balance or the employee can repay it.

Section 26.06

The Agency will treat as confidential any medical information given by an employee in support of a request for sick leave. The Agency may disclose such information subject to its Privacy Act obligations, for work-related reasons on a need-to-know basis only.

Section 26.07

The Agency will implement this article consistent with 5 C.F.R. § 630.

ARTICLE 27: BEREAVEMENT LEAVE

- A. In accordance with applicable law and regulation the Agency will grant sick leave to an employee to make arrangements necessitated by the death of a family member or attend the funeral/memorial service of a family member.
- B. An employee is entitled to use up to one hundred four (104) hours (13 days) of sick leave each leave year for such bereavement purposes. For part-time employees, the amount of sick leave is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week. For example, an employee who works twenty (20) hours a week may not be granted more than fifty-two (52) hours of sick leave for bereavement purposes.
- C. Normally, absence due to bereavement is charged to sick leave. An employee may not be charged LWOP or have any leave charged against his or her Family and Medical Leave Act (FMLA) entitlement, unless specifically requested by the employee and approved by the Agency.
- D. An employee has the option of using annual leave or LWOP for bereavement purposes.
- E. Family member, for the purposes of bereavement, is defined by applicable law and regulation:
 - 1. Spouse, and parents thereof;
 - 2. Sons and daughters, and spouses thereof;
 - 3. Parents, and spouses thereof;
 - 4. Brothers and sisters, and spouses thereof;
 - 5. Grandparents and grandchildren, and spouses thereof;

6. Domestic partner and parents thereof, including domestic partners of any individual in *items (2) through (5)* of this definition; and
 7. Any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.
- F. The associated definitions for the term son or daughter, parent, domestic partner, and committed relationship are provided by 5 C.F.R.

ARTICLE 28: FAMILY MEDICAL LEAVE ACT (FMLA) AND FEDERAL EMPLOYEE PAID LEAVE ACT (FEPLA)

Section 28.01

- A. Employees may be entitled to leave under the provisions of the Family and Medical Leave Act in accordance with 5 USC §6381-6387 to a total of 12 administrative workweeks of unpaid leave during any 12-month period for:
- a) the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b) the placement of a son or daughter with the employee for adoption or foster care.
 - c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
 - e) Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
- B. An employee seeking to request leave for Family Medical Leave in accordance with Public Law 116-92, should submit such request four weeks in advance of the proposed start date. Approval of leave for this reason will be consistent with entitlements under FMLA and will be considered on its own merits.
- C. When an employee reports a medical condition, which may impede his/her ability perform the essential functions of the position, the Agency's Reasonable Accommodation Coordinator will work with the employee to initiate the interactive reasonable accommodation process outlined in DAO 215-10. Efforts will be made to accommodate employees in need of position modification on a temporary basis to the extent management's rights are not impeded.

Section 28.02

- A. Beginning October 1, 2020, the Agency will comply with the Federal Employee Paid Leave Act (FEPLA) which provides 12 weeks of paid parental leave in connection with a qualifying birth or placement (for adoption or foster care).

- B. Paid parental leave granted in connection with a qualifying birth or placement under FEPLA is substituted for unpaid FMLA leave and is available during the 12-month period following the birth or placement. In order to be eligible for paid parental leave under FEPLA, a Federal employee must be eligible for FMLA leave under 5 U.S.C. 6382(a)(1)(A) or (B) and must meet FMLA eligibility requirements.
- C. Paid parental leave under FEPLA is limited to 12 work weeks and may be used only during the 12-month period beginning on the date of the birth or placement involved. Within these 12 work weeks, paid parental leave is available as long as an employee has a continuing parental role with the child whose birth or placement was the basis for the leave entitlement.
- D. Under FEPLA, an employee may not use any paid parental leave unless the employee agrees in writing, before commencement of the leave, to subsequently work for the applicable employing agency for at least 12 weeks. This 12-week work obligation begins on the employee's first scheduled workday after such paid parental leave concludes.

Section 28.03

An employee may substitute paid time off that is annual leave, sick leave (as appropriate), compensatory time off, or credit hours for LWOP.

ARTICLE 29: OTHER ABSENCES

Section 29.01

An excused absence is an approved absence from duty without loss of pay and without charge to leave.

Section 29.02

As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, such employee shall be granted an excused absence to vote which will permit the employee to report to work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time. If a manager rejects an employee's request for administrative time off to vote, the matter will immediately be referred to the employee's second-line manager for a determination whether the granting of administrative time off is appropriate.

Section 29.03

Employees are expected to report for work on time and be ready, willing, and able to perform the duties of their position during their assigned tour of duty. Infrequent instances of tardiness of short duration may be excused by the supervisor or designee for good cause. Habitual instances of tardiness may be charged absence without leave (AWOL) as determined by the supervisor or designee.

Section 29.04

In accordance with OPM and DOC leave regulations, administrative leave may be granted up to four (4) hours of excused absence, for blood donation to an American Red Cross-sponsored event or in emergency situations to local hospitals or blood banks of nonprofit institutions approved by the Agency based upon advanced request and consistent with workload and staffing needs. The Agency shall make reasonable efforts to release employees to donate blood.

Section 29.05

- A. Bone marrow and organ donation is covered by applicable law and regulations.
- B. To request such leave, the employee will provide documentation to their supervisor consistent with the regulatory requirements and this Agreement.

Section 29.06

Employees shall be granted court leave when called to jury duty or when serving as a witness on behalf of the federal, state, or local government.

Section 29.07

Subject to workload considerations, the Agency may grant an employee up to a total of two (2) hours of administrative leave per calendar year for the purposes of attending an Agency-sponsored health benefits fair, reviewing health benefits information and materials, and seeking supplemental retirement counseling. The Agency shall make reasonable efforts to release employees for such purposes.

ARTICLE 30: AWARDS

Section 30.01

- A. Each fiscal year, the Agency will grant awards annually in a fair, equitable, and objective manner in accordance with this Agreement and applicable rules and regulations. Incentive awards will be administered in accordance with Department of Commerce policies and directives and are linked to performance. Performance awards are not guaranteed, but rather are based on individual employee performance and agency funding. As part of the Agency's efforts to recognize outstanding work performance by employees, it conducts an annual employee recognition program where it highlights & promotes major accomplishments within the organization. This program also reinforces commitment to the core values influencing the work within MBDA. Award categories include: The National Director's Award, Leadership (Core Value), Professionalism (Core Value), Integrity (Core Value), Teamwork (Core Value), and Work-Life Balance (Core Value). In each respective category, an employee is recognized whose contributions during the fiscal year exemplify agency standards. The recognition comes with either a monetary or non-monetary award for each recipient.

Section 30.02

- A. The Employer will, if requested, annually provide the Union with an electronic data file, within the second quarter of the fiscal year, containing the following information on awards made under this Article: grade and step; summary rating scale; type of award received (i.e., performance award, QSI, time off award, incentive award, etc.) amount of award received; race, national origin, gender, and age (RNOGA).

Section 30.03

- A. The Agency and the Union agree that the performance awards program applicable to all bargaining unit employees will be provided as follows:
 1. Employees who receive a "Level 3 or higher summary rating will be eligible to receive Performance Award.
 2. To be eligible for a QSI, an employee must demonstrate a continuous level 5 performance. QSIs shall be reviewed and approved by an official with authority to do so.
 3. Employees who receive a "minimally successful" or "unsatisfactory" summary rating will not be eligible for a Performance Award.
- B. Annually the Agency will provide the Union with an updated copy of the implementation plan developed by the Agency, including the established award ranges and/or amounts.
- C. Performance awards will be issued to employees as timely as possible; however, the Agency will make every reasonable effort not to exceed ninety (90) days after receipt of their annual performance ratings.

ARTICLE 31: DETAILS AND SPECIAL ASSIGNMENTS

Section 31.01

- A. A detail is defined as a temporary assignment of an employee to a different position for a specified period with the employee returning to regular duties at the end of the assignment. This includes positions at higher or lower grades. An employee who is on a detail is considered to be permanently occupying his/her regular position and is not required to meet the qualifications of the temporary position.
- B. 5 C.F.R. § 335.103(c)(1) provides:
 1. *Competitive actions.* Except as provided in paragraphs (c)(2) and (3) of this section, competitive procedures in Agency promotion plans apply to all promotions under § 335.102 of this part and to the following actions:
 - a. Time-limited promotions under § 335.102(f) of this part for more than 120 days to higher graded positions (prior service during the preceding 12 months under noncompetitive time-

limited promotions and noncompetitive details to higher graded positions counts toward the 120-day total). A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that might lead to a permanent promotion was made known to all potential candidates;

- b. Details for more than 120 days to a higher-grade position or to a position with higher promotion potential (prior service during the preceding 12 months under noncompetitive details to higher graded positions and noncompetitive time-limited promotions counts toward the 120-day total);
 - c. Selection for training, which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for a promotion as specified in §410.302 of this chapter;
 - d. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted by reduction-in-force regulations);
 - e. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service; and
 - f. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.
- C. If an employee has been assigned higher level duties improperly, the Agency will take such action as necessary to compensate the employee, as permitted by applicable law and regulations.
- D. Details of more than thirty (30) consecutive calendar days will be formally documented by the placement of an SF-50 in the employee's eOPF.

Section 31.02

- A. The Agency may affect details or non-competitive temporary promotions of one hundred twenty (120) days or less from among appropriately qualified employees (to be eligible for a temporary promotion, employees must meet minimum OPM qualifications and time-in-grade requirements).
- B. For permanent employees, volunteers for details of more than sixty (60) consecutive days will be solicited from interested and qualified employees in the order set forth in *Section 33.01(E)* above. If there are too many volunteers, selection will be made in descending order using SCD, unless competitive procedures are used to identify the best qualified candidate. If there are insufficient volunteers, the Agency will select from among appropriately qualified employees in reverse order of SCD.

- C. Volunteers for non-competitive temporary promotions of more than sixty (60) days, but less than one hundred twenty (120) consecutive days will be solicited from interested and qualified employees who meet minimum OPM qualifications and time-in-grade requirements for the temporary promotion. If there are too many volunteers, selection will be made in descending order using SCD.
- D. If the most senior qualified applicant received the same or a similar opportunity within the last twelve (12) months, he/she will be passed over until all other qualified volunteers have been selected.
- E. In cases where the Agency announces, in advance of the solicitation, that it will not pay travel or per diem expenses, consideration will be given to all qualified employees, including those who are willing to take the detail without these costs.

Section 31.03

- A. In the event that the Agency opts to split a detail between two (2) or more employees, all participating employees shall, if applicable, receive the higher rate for the period of time they perform the higher-level duties even if it is less than one hundred twenty (120) days.

ARTICLE 32: PROBATIONARY EMPLOYEES

Section 32.01

- A. The termination of a probationary employee is not subject to the grievance or arbitration provisions of this Agreement.
- B. Employees in the competitive service serve a probationary period of twelve (12) months. However, a probationary employee may be terminated at any time during the period. During the probationary period, the employee's conduct and performance in fulfilling the duties of their position will be observed, and the employee may be separated from the Service in accordance with law and applicable regulations.

Section 32.02

All notices to separate a probationer will contain a statement concerning the employee's right to appeal, in accordance with law and regulation, to the MSPB, EEOC, or other federal agencies, if the claim is within its jurisdiction.

Section 32.03

Prior to receiving notice of termination, probationary employees may choose, up to the effective date of their termination, to submit a letter reflecting a voluntary resignation.

Section 32.04

If performance issues arise during the probationary period, the supervisor shall raise any such issues with the employee in order to improve the employee's performance.

ARTICLE 33: REASSIGNMENTS

Section 33.01

- A. A “reassignment” is defined as any change from one position to another without promotion or change to a lower grade. The Agency may direct a reassignment as an exception to *Section 39.02* below when required by law, regulation, budget, to settle an outstanding EEO or other case, or other legitimate reason.
- B. The parties shall work together to minimize the adverse impact in employees involuntarily reassigned/realigned under this article

ARTICLE 34: WORKERS COMPENSATION

Section 34.01

Employee(s) and/or witness(es) should report all on-the-job injuries immediately or as soon as possible to the Agency.

Section 34.02

The Agency will provide the employee or her/his representative (upon designation by the employee in writing to the supervisor) the proper form(s) in paper or electronic format and assistance required for medical treatment and/or claim for benefits to be filed with the Office of Workers’ Compensation.

Section 34.03

The Agency will provide employees or their representatives (upon designation by the employee in writing to the supervisor) access to documents concerning workers’ compensation benefits available, as well as procedures for filing for benefits.

Section 34.04

At the time an on-the-job injury or illness occurs, the Agency will assist an employee to get necessary emergency or appropriate medical treatment.

Section 34.05

The Department’s OWCP provides guidance when an employee has been on workers’ compensation benefits (OWCP) for over one (1) year with no anticipated return to full duty and have been removed from the agency rolls that they should apply for disability retirement to protect themselves if they lose FECA benefits. We will refer an injured worker to their Benefit/Retirement office for the process of disability retirement.

ARTICLE 35: TELEWORK

Section 35.01

An employee's official duty station is their official workplace. Use of a workplace other than the official workplace requires approval under Agency policy. The Agency encourages the use of alternative workplaces, including telework when consistent with the work to be performed, the mission of the Agency and the needs of the individual employee's organization. Employee participation in the telework program is voluntary, and the Agency shall not compel an employee's participation. The telework program is governed by the Telework Enhancement Act of 2010 and applicable laws, rules, regulations, and policies consistent with this Agreement.

Section 35.02

Employees may request to telework for up to two (2) days per workweek.

Section 35.03

- A. All employees whose position is eligible for telework may apply for telework unless they:
 1. Have been officially disciplined for being absent without permission for more than five (5) days for any calendar year; or
 2. Have been officially disciplined for violation of subpart (G) of the Standards of Ethical Conduct of Employees of the Executive branch for reviewing, downloading, or exchanging pornography, including child pornography on a federal computer or while performing Federal Government duties; or
 3. Have less than a fully successful (satisfactory) performance rating at any time during the rating period and have been formally notified.
- B. An employee who wishes to telework will initiate a request to telework through their immediate supervisor and may do so at any time. The employee will submit the appropriate forms and take the required annual training to participate in the telework program.
- C. Upon receipt of the request, the supervisor or designee will evaluate the employee's and position's suitability for participating in the program. The supervisor will review the application form with the employee and will approve or disapprove the telework request within seven (7) calendar days. In the case of the denial of a request to telework, the supervisor will provide a written explanation on the form of the reasons for the denial.
- D. If approved, the employee and supervisor or designee will enter into a telework agreement. The Agency will retain the completed and signed agreement. A copy will be provided to the employee.

Section 35.04

- A. Telework policies and procedures may have no impact on the current work schedule provisions governing covered employees. Employee teleworkers will work tours of duty that are consistent with their tour of duty at their Agency workplace. Supervisors or designees will approve telework schedules in advance to ensure that the employee's time and attendance can be properly certified and to preclude any liability for premium or overtime pay. An employee already on a flexible schedule may vary their start and/or stop time with supervisory approval. An employee working a compressed schedule (e.g., 5-4-9, 4-10) is not eligible to vary start and/or stop times.
- B. Time and attendance reporting procedures will remain the same for employees who telework. Employees will document days and hours spent teleworking by entering the appropriate codes on their electronic time sheet each pay period.
- C. During the regular duty hours, absences from the alternative work site (e.g., visits on official business to attend meetings or use of annual or sick leave) will be coordinated with and approved by the supervisor or designee at the earliest time practicable.
- D. All rules governing premium pay apply to teleworkers. Employees will receive overtime or compensatory time off, when ordered and approved in advance, by the supervisor or designee, in accordance with *Article 25: Overtime and Compensatory Time*.
- E. Employees are expected to attend training, mandatory meetings, meetings where in-person attendance is essential, and workshops at the office or other sites regardless of whether they are working within their approved telework location.

Section 35.05

- A. Intermittent (ad hoc) telework is a flexible workplace arrangement that may be approved on a short-term basis for a work situation of limited duration (one (1) to five (5) days) when an employee has a telework agreement in place. Intermittent telework must be approved in advance by the supervisor or designee. Examples of intermittent telework include telework as a result of inclement weather, special work assignments or emergency.

Section 35.06

- A. Employees who are approved to be teleworkers will use a government-issued laptop computer, configured in accordance with specifications established by the Agency, if available. Agency-provided equipment must not be altered or upgraded in any way except by Information Technology staff. The Agency will not be liable for damages to an employee's personal or real property while the employee is working at the telework site. Employees will comply with the applicable Agency Information Technology Policies when working at a telework site.
- B. If there is a problem with the hardware or software applications on the teleworking equipment, the employee is required to contact their immediate supervisor or designee to report the problem. Support may be provided via the telephone during normal business hours. Teleworkers should not expect after-hours and weekend support. If the problem cannot be

resolved over the telephone, the employee is required to bring the equipment on-site the next workday so that the problem can be resolved.

- C. Approved teleworkers will be required to obtain and maintain internet access through an internet service provider. Access and use of any Agency equipment, software, or internet connection is subject to applicable Agency policies.
- D. Employees need to ensure that they can receive telephone calls while working at the telework site, including during those times the employee is utilizing the internet access. While teleworking, an employee must be able to be reached at the phone number provided in the telework agreement during their hours of duty.
- E. Teleworkers will ensure that all Agency records and information (electronic and hard copy) are protected under the terms of the Privacy Act and Agency information security requirements.
- F. Teleworkers are responsible for taking reasonable precautions in preventing any loss or damage to equipment issued to them.

Section 35.07

If an employee is teleworking and the regular duty station closes due to an emergency situation on the telework day, the teleworker will continue to work until the end of the scheduled workday. If there is an emergency situation (e.g., inclement weather or power outage) at the telework site when the employee is teleworking and the employee's main office is closed due to the emergency situation, the employee may request Weather and Safety Leave in accordance with the Administrative Leave Act of 2016. If there is an emergency situation at the telework site when the employee is teleworking and the employee's main office remains open, the employee may return to the main office, request an alternative work location or request appropriate leave. Whether an emergency situation exists is the exclusive determination of the Agency.

Section 35.08

Telework may not be revoked arbitrarily (i.e., for reasons other than listed in 36.03 (A) 1-3). If an employee's telework agreement is revoked, they may appeal the decision to the MBDA Chief Operating Officer with a copy to the Labor Relations Specialist assigned to MBDA. If the revocation is sustained, the Chief Operating Officer will provide their rationale for the decision.

Section 35.09

Application of this telework agreement may vary by unit or location, but related policies must support efficiency of service. The number of telework days per week will not vary by unit or location unless renegotiated by mutual consent of both parties.

Section 35.10

Employees understand they are covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the telework site. The employee

agrees to notify the supervisor as soon as practicable usually within twenty-four (24) hours of any accident or injury that occurs at the telework site and to complete any required forms. The supervisor or designee will investigate such a report as required by the regulations of the Office of Worker's Compensation and Agency Policy. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's telework site, except to the extent the government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act. Matters arising under this section are not grievable nor are they arbitrable under this Agreement.

ARTICLE 36: OUTSIDE WORK OR ACTIVITY

Section 36.01

- A. Outside work or activities are permitted unless they are prohibited by statute or regulation or would require (to avoid a conflict of interest) the employee's disqualification from matters central or critical to the performance of his or her official duties.
- B. Employees shall obtain written approval from a DOC or MBDA ethics Counselor before engaging in outside paid or unpaid work with a prohibited source as defined by 5 C.F.R. § 2635.203.
- C. Employees will not engage in any outside work or activity in which they are identified as a DOC or MBDA employee without obtaining prior approval from MBDA. All outside work must take place outside official duty hours or while on authorized leave.
- D. Teaching, speaking, and writing as part of outside work or activity must be in compliance with 5 C.F.R. § 2635.807; § 3501.105; the current DOC Ethics guide and MBDA Ethics policies; and this Agreement. Employees are encouraged to consult with the MBDA ethics counselor prior to engaging in teaching, speaking, and writing work or activity.
- E. Should the Agency issue any supplemental standards, it will notify the Union and negotiate as appropriate prior to effectuating the proposed standards.
- F. Consistent with 5 C.F.R. § 2635, disciplinary action will not be taken against an employee who has engaged in outside work or activity in good faith reliance upon the advice of the ethics official, provided that the employee, in seeking such advice, has made full disclosure of all relevant circumstances.
- G. If it is later determined the previously approved outside work or activity is in violation of law or regulation or it is a conflict of interest, the employee will be given notice in writing to cease such employment immediately, but no later than fifteen (15) calendar days from receipt of the notice.
- H. Upon notification of a violation of a prohibition contained in law, or the determination that relevant facts were withheld by the employee at the time the employee sought ethics advice (and the non-disclosed facts would have resulted in different advice provided to the employee), the employee will immediately cease the outside work or activity.

- I. When an employee knows or believes a change in the assigned duties or other changes may have a material impact on the advice previously provided by the ethics counselor, the employee shall submit an updated request for approval to engage in the outside work or activity within seven (7) calendar days. And if the request is disapproved, the employee will cease such work or outside activity immediately, but not later than fifteen (15) calendar days.

Section 36.02

- A. The Agency will approve or disapprove an employee's request to engage in outside work or activity as soon as practicable, but not later than fourteen (14) calendar days from receipt of the employee's request or fourteen (14) calendar days from the receipt of additional information requested by the Agency. If a request is disapproved, the Agency will provide the employee with a written narrative explanation, setting forth the reason(s) for the disapproval. The written narrative explanation is in addition to the MBDA Ethics form. If a response is not received within the period prescribed, the request will be considered denied and be subject to the negotiated grievance procedure.
- B. A denial of a request to engage in outside work or activity may be grieved in accordance with this Agreement.

ARTICLE 37: TRAVEL AND PER DIEM

Section 37.01

- A. The Agency agrees to schedule travel during the regular work hours and workweek of the employee, to the maximum extent practicable. Employees may travel outside of their regular work schedule if they so choose and if authorized by the Agency. The time spent traveling outside the established workday results in the travel being considered hours of work for non-exempt employees, and is compensable, if it meets the appropriate provisions of Title 29 of the FLSA (e.g., travel results from an event which cannot be scheduled or controlled administratively).
- B. Employees traveling on their own time, at their option, are responsible for any additional costs resulting from travel deviations.

Section 37.02

If circumstances require an employee's attendance at a temporary duty station at a time too early to permit travel on that day during the employee's regularly scheduled working hours, the employee may, with supervisory approval, travel during regularly scheduled hours on the preceding day. With supervisory approval, if the preceding day is a non-workday, an employee may travel during the regularly scheduled hours on the last workday preceding the non-workday. If an employee chooses to do so, subsistence reimbursement and use of the government travel card will be limited to what the employee would have been entitled to if traveling on a non-workday.

Section 37.03

- A. Employees who are unable to return from temporary duty stations during normal duty hours may, with supervisory approval, return that evening or the following day during normal duty hours. An employee electing to travel the next day should return at the earliest practicable opportunity during the regularly scheduled hours of work.
- B. If the scheduling of a meeting is within the control of the Agency, and it is administratively feasible, the Agency will attempt to reschedule the meeting to avoid required travel on non-workdays. Emergency travel can be required on non-workdays.

Section 37.04

If employees are required to travel, the Agency will provide employees with as much advance notice as reasonably possible.

Section 37.05

In cases of emergency travel, an employee is expected to use the government-issued individual travel card to cover necessary official travel expenses. The Agency will accommodate a traveler who does not have a travel card through a cash advance or other government-provided means to avoid having an employee use personal funds to cover official travel expenses.

Section 37.06

- A. The Agency agrees to reimburse employees when in a travel status for authorized expenses incurred by them in the discharge of their official duties to the extent allowable by law and government-wide regulation.
- B. Official travel generally begins when the employee leaves home, the office, or other authorized point of departure and ends when the employee returns home, to the office, or the other authorized point of departure.
- C. A per diem allowance will not be allowed for travel within the employee's commuting area.

Section 37.07

When a privately owned vehicle is used for official business, the employee providing such automobile will be reimbursed in accordance with government travel regulations. In no case may an employee be required to use her/his privately owned vehicle in connection with official business.

Section 37.08

When an employee in a travel status becomes ill and is expected to remain so for any significant length of time, the Agency will cover all normal travel expenses in connection with returning that employee to her/his normal post-of-duty area as promptly as possible.

Section 37.09

- A. Time spent traveling will be considered hours of work and therefore compensable for employees non-exempt from the FLSA if:
 - 1. An employee is required to travel during regular working hours;
 - 2. An employee is required to drive a vehicle or perform other work while traveling;
 - 3. An employee is required to travel as a passenger on a one (1)-day assignment away from the official duty station; or
 - 4. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.
- B. Time spent in a travel status away from the official duty station for employees exempt from the FLSA shall be deemed employment only when:
 - 1. It is within her/his regularly scheduled administrative workweek, including regular overtime work; or
 - 2. The travel:
 - a. Involves the performance of work while traveling;
 - b. Is incident to travel that involves the performance of work while traveling (e.g., deadhead travel in order to drive an empty truck back to the point of origin); or
 - 3. The travel results from an event that could not be scheduled or controlled administratively, including travel by an employee to such an event and the return of such employee from such an event to her/his official duty station (e.g., training scheduled solely by a private firm or job-related court appearance required by a court subpoena).

Section 37.10

- A. A copy of official MBDA travel regulations and/or guidelines and GSA travel regulations will be made accessible to employees on the Agency's Intranet site. These guidelines will include the appropriate use of government credit cards. All such regulations and guidelines will be explained to the employees upon request. The Agency agrees to provide the Union notice of changes to government travel regulations in accordance with *Article 9: Mid-term Negotiations*.

Section 37.11

- A. If an employee's position requires travel, the employee should consult their supervisor, sign up for associated training, and apply for a work travel credit card. The agency does not approve the employee's application for credit.

ARTICLE 38: CONTRACTING OUT AND WORK JURISDICTION

Section 38.01

The Agency's contracting-out practices will conform to applicable law, rule and government-wide regulations.

Section 38.02

If the Agency decides to contract out work that may result in the loss of work normally performed by bargaining unit employees, which is not otherwise covered by OMB Circular No. A-76, the Agency will notify National NFFE and bargain to the extent required by law and this Agreement.

- A. The Agency shall provide NFFE a copy of each Request for Proposal (RFP) within fifteen (15) days of issuance for any solicitation of services that may result in the loss of work normally performed by bargaining unit employees, which is not otherwise covered by A-76.

ARTICLE 39: TRAINING

Section 39.01

- A. The Agency agrees to provide employees with training necessary to assist employees in the performance of official duties, subject to budgetary and workload considerations.
- B. The Agency recognizes that training for staff consists of participation in conferences, workshops and other activities in which employees share their own work and are exposed to the current scholarship in their fields. Therefore, the Agency encourages employees to participate in professional activities of their occupation. The Agency will consider requests for duty time, use of earned credit hours or compensatory time, as appropriate, to participate in training, professional meetings, professional development, conferences, or continuing education courses.

Section 39.02

Supervisors encourage employees to develop a written Individual Development Plan (IDP) to enhance the employee's development in her/his current position. This plan will identify development needs and suggested activities to meet those needs. Such activities may include formal classroom training, on-the-job training, self-study, developmental job assignments, and other activities. When working with the employee in preparing the employee's IDP and at other times, the supervisor will counsel employees and provide feedback concerning their goals, objectives, knowledge and skills, and development activities. When an employee learns of a training opportunity in which they are interested, the employee should discuss the opportunity with the supervisor.

Section 39.03

This section addresses training courses/conferences requests not specifically related to an employee's position or IDP but furthering an Agency goal. When budgetary and workload considerations permit employee training, the Agency will consider such factors in selection of training and attendees, including but not limited to:

- A. Workload and mission requirements;
- B. Whether an employee has made a request or requests for particular training or to attend a training conference;
- C. The value of the conference/course offering to the employee and employing organization;
- D. The extent to which the employee has not had the opportunity to attend similar course/conferences in the past;
- E. Whether the employee is an officer or member of the organization presenting the conference/course;
- F. The extent to which the employee can share/disseminate materials and information from the conference/course upon returning to the duty station, through formal and informal channels.

Section 39.04

- A. Employees have an individual responsibility for researching training opportunities that can increase their potential or enhance their opportunity for advancement.
- B. When new technology or equipment is introduced that creates the need for different knowledge, skills, or abilities, the Agency agrees to offer training to those employees affected, within budgetary limitations. In the event the Agency introduces new technology and the Agency has determined training is necessary, if the Agency does not provide training, employees shall not be assessed on competencies related to the use of such technology, until training is received.

Section 39.05

- A. All training and all related expenses should be submitted by the employee, approved by the supervisor, and authorized within a reasonable amount of time, generally at least thirty (30) calendar days in advance of the starting date of the training. Requests for training should cite appropriate sections of the employee's annual performance appraisal and/or the employee's IDP.
- B. Once an employee is authorized/approved for a training program, the training course/program is a work assignment.
- C. Employees who fail to satisfactorily complete training for which the costs have been approved and authorized by the Agency will reimburse the Agency for all tuition and related expenses that it incurred for such training. If the reason for non-completion of the training is beyond the employee's control, the Agency will waive this requirement.
- D. An employee who is unable to attend training for which he/she has been authorized shall inform the Agency of her/his inability to complete the training as soon as possible after becoming

aware of the impediment to attendance. If the Agency is unable to obtain a refund of fees paid or substitute another employee, *Section 50.05(C)* above applies.

ARTICLE 40: DUES WITHHOLDING

Section 40.01

- A. This article is for the purpose of determining the process for the voluntary allotment of Union dues through biweekly payroll deduction(s).
- B. This article covers all eligible employees:
 - 1. Who are members in good standing of the Union;
 - 2. Who have voluntarily completed Standard Form 1187, Request for Payroll Deduction for Labor Organization Dues; and
 - 3. Who receive compensation sufficient to cover the total amount of the allotment.
- C. The Agency shall automatically withhold, on a biweekly basis, the appropriate amount of dues from any bargaining unit employee who has submitted an SF-1187.

Section 40.02

Certification and remittance procedures shall be as follows:

- A. Dues will be wire transferred to the bank account designated by the Union;
- B. The Union's National President or a chapter officer who has submitted proper notification to the servicing personnel office is authorized to make the necessary certification of SF-1187.

Section 40.03

The Union will:

- A. Inform and educate its members on the voluntary nature of the system for allotment of Union dues, including the conditions under which the allotment may be revoked;
- B. Purchase and distribute Form SF-1187;
- C. Inform the Agency of changes in the certification and remittance procedures;
- D. Forward properly executed and certified SF-1187s and SF-1188s to Agency on a timely basis;
- E. Forward an employee's revocation (SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Agency on a timely basis when such revocation is submitted to the Union;

- F. Inform the Agency of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) calendar days of the date of such final determination; and
- G. Inform the Agency of any change in the formula for membership dues and provide updated electronic calculation tables to be used in processing dues withholding.

Section 40.04

The Agency is responsible for processing voluntary allotment of dues in accordance with this article. The Agency will:

- A. Upon receipt of a properly certified SF-1187 or SF-1188, verify receipt by email to the NFFE Chief Steward.
- B. Withhold dues on a biweekly basis;
- C. Provide to the Union or designee monthly, generally within six (6) calendar days of the close of a pay calculation, remittances and reports as follows:
 - 1. Transmit to the Union the total amount deducted for all and total amount remitted to the Union;
 - 2. The Agency also will provide the following information, via electronic file transfer:
 - a. Employees' names in alphabetical order by last name;
 - b. Last four digits of an employees' social security numbers, if available (the Union has the responsibility for ensuring the confidentiality of this information);
 - c. Grade & step;
 - d. Division/office;
 - e. Adjusted base pay (including locality pay);
 - f. Pay plan;
 - g. Total amount of dues withheld;
 - h. Pay period;
 - i. Pay period ending date;
 - j. Duty city (four digit # field);

- k. Duty state (two digit # field); and
 - l. Duty county (three digit # field).
- D. Discontinue allotments when required by OPM rules and regulations;
- E. Notify the employee and the Union when an employee is not eligible for an allotment, along with the reasons for the decision (e.g., a temporary promotion out of the unit);
- F. Withhold new amounts of dues upon certification from the Union's National President, provided that the formula for withholding has not been changed during the past twelve (12) months.

Section 40.05

The effective dates for actions under this Agreement are as follows:

- A. The SF-1187 will be submitted to Enterprise Services as soon as practical but no later than the pay period following receipt of the SF-1187 by the Agency.
- B. Changes in the formula for dues withholding will begin the first pay period designated by the Union's National Office (this formula shall be provided to the Agency a minimum of thirty (30) days prior to the effective date of the change).
- C. Revocation notices for employees who have had dues allotments in effect for more than one (1) year will be submitted to the MBDA Human Resources Office during pay period fifteen (15) each year. The revocation will be effective within two (2) pay periods following submission to the HR Office. Revocations may only be affected by submission of a completed SF-1188 that has been initialed by the chapter president or his or her designee. If the SF-1188 is not initialed, the Agency shall return the SF-1188 to the employee and direct the employee to the Chapter President for initialing. To revoke such dues withholding, employees will have had dues withheld for at least one (1) year.
- D. The Agency shall reactivate the dues allotments in effect for employees who return to their permanent positions from details or temporary appointments in non-bargaining unit positions within one (1) pay period after the employee returns. Any employee with a new appointment, must make a new election pursuant to *Section 52.04* above.
- E. Termination due to loss of membership in good standing will be effective on the beginning of the first pay period after the date of receipt of notification by the Agency.
- F. For termination due to separation or movement out of the bargaining unit, dues deduction will cease the day prior to the effective date of the action.

Section 40.06

The Agency will work with the HR servicing office to request the deduction of Union dues from an employee's back-pay award when the employee has an allotment for dues withholding in effect at the time of the action giving rise to the back pay.

Section 40.07

On a quarterly basis, the Agency will provide the Union with a report of any bargaining unit employees who have retired or separated from the Agency's employ.

ARTICLE 41: LABOR MANAGEMENT COOPERATION

Section 41.01

In order to promote effective labor-management relations, it is agreed that representatives of the parties to this Agreement will form a committee and confer on a regular basis as outlined herein to exchange information on matters of mutual concern and interest. The parties will attempt to resolve problems in the spirit of cooperation.

Section 41.02

The parties agree that to accomplish the goals of *Section 53.01* above, a labor management relations committee shall be established as follows:

- A. **Scope:** The Committee is not a forum for grievances or a forum for negotiations. Subjects may include but are not limited to workplace issues such as safety and health, training, and working conditions of employees.
- B. **Scheduling:** The parties shall exchange an agenda for a session in advance. The provision of an agenda by one (1) party to the other will prompt the scheduling of a committee session within usually no more than thirty (30) calendar days. Such meetings will be held on a quarterly basis and may occur more frequently as mutually agreed.
- C. **Conduct of Meetings:** Meetings pursuant to this article shall be held face-to-face unless mutually agreed otherwise.
- D. **Membership:** The Committee shall be composed of no more than eight (8) total members with an equal number of Agency designated and Union designated representatives. NFFE's Chief Steward within MBDA shall identify the Union's representatives upon submission of an agenda or within five (5) days of receiving an agenda from the Agency.

ARTICLE 42: TRANSIT SUBSIDY

Section 42.01

- A. The Agency will continue to subsidize a qualified employee's use of public transit by paying for transit passes up to the maximum extent allowed by applicable law and published policies of the Department of Transportation. <https://transitapp.ost.dot.gov/index.cfm>
- B. The subsidy must be in a form not readily convertible to cash or used for purposes other than intended (e.g., fare cards, passes, tokens, or other instruments issued by authorized local transit authorities).
- C. Direct cash subsidies to employees are prohibited.

ARTICLE 43 ANTI-BULLYING

Section 43.01

Prohibited workplace harassment, which includes bullying, offensive comments/conduct, or discrimination, based on race, color, religion, sex (including sexual harassment and pregnancy discrimination), sexual orientation, gender identity, national origin; age (40 years of age and over), genetic information, or disability (physical or mental) or retaliation for protected EEO activity will not be tolerated. In addition, harassing conduct, where unwelcome verbal or physical conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, will not be permitted. For guidance on addressing claims of harassment can be found in the Department Administrative Order 202-955.

ARTICLE 44 TERM OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect for a period of four (4) years from the date of approval.

SECTION 2. At least sixty (60) days, but no earlier than ninety (90) calendar days prior to the expiration date, either Party may notify the other Party, in writing, of the intent to terminate or modify this Agreement. The written notice shall have attached the requesting Party's proposals for negotiation.

Negotiations will commence within five (5) weeks of the date of the original notice requesting negotiations. If negotiations proceed past the expiration date of the Agreement, the Agreement will automatically be extended until negotiations are concluded

SECTION 3. If neither Party serves notice to renegotiate this Agreement prior to its expiration, it will be automatically extended for another year.

SECTION 4. If, over the life of the Agreement, either Party believes that the Agreement, either Party believes that the Agreement would be more effectively implemented with the

modification of certain provisions, that Party may propose that such provisions be opened up for bargaining. If the other Party concurs, the provisions will be bargained.

FOR MANAGEMENT

FOR THE UNION:

Larry Crenshaw Jr.
Chief Negotiator
Minority Business Development Agency

Carmen West
Chief Shop Steward, NFFE Local 2

Jeremiah Jones
Chief Operating Office
Minority Business Development Agency

Angela Washington

Angela Washington
Co-Shop Steward, NFFE Local 2

Pamela Cox

Pamela Cox
Secretary, NFFE Local 2



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF COMMERCE
MINORITY BUSINESS DEVELOPMENT AGENCY
(Agency)

and

NATIONAL FEDERATION OF FEDERAL
EMPLOYEES
(Labor Organization/Petitioner)


CASE NO. WA-RP-20-0021

CERTIFICATION OF REPRESENTATIVE

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S. Code. A majority of the valid ballots has been cast for a representative for the purpose of exclusive recognition.

IT IS HEREBY CERTIFIED that the National Federation of Federal Employees has been designated and selected by a majority of the employees of the above-named Agency, in the unit described below, as their representative for purposes of collective bargaining, and that pursuant to Chapter 71 of Title 5 of the U. S. Code, the named labor organization is the exclusive representative of employees in the following appropriate unit:

- Included: All nonprofessional employees of the U.S. Department of Commerce, Minority Business Development Agency headquarters.
- Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).



Jessica S. Bartlett, Regional Director
Washington Regional Office

Dated: May 29, 2020

MEMORANDUM OF AGREEMENT

BETWEEN

National Environmental Satellite, Data, and Information Service
National Centers for Environmental Information (NCEI)
Asheville, NC

And

The American Federation of Government Employees, Local 446

This Memorandum of Agreement (MOA) is entered into by the National Environmental Satellite, Data, and Information Service (NESDIS), National Centers for Environmental Information (NCEI) (the Employer), Asheville, NC and The American Federation of Government Employees, Local 446 (the Union), collectively known as the "Parties." This MOA is for the purposes of concluding mid-term bargaining over *Article 39: Telework* of the Parties Collective Bargaining Agreement (CBA). This MOA will serve as an amendment to the Parties CBA dated July 31, 2019. Article 39 of the Parties CBA is hereby amended and replaced in its entirety by the following. All other Articles and Provisions of the CBA, which are not amended below, remain in full effect:

Article 39: Telework

Section 1. Policy

The Parties agree bargaining unit employees may telework consistent with the agency's telework policy subject to mission requirements and applicable law, government-wide rules and regulations. As of the Effective Date of this Agreement, the Parties will follow the NOAA Telework Implementation Plan, dated November 4, 2021, with the clarifications listed in Section 3.

Section 2. Scope

This article does not cover remote work, sometimes referred to as 100% or full-time telework; or situational telework as a result of an evacuation order.

Section 3. Clarifications to 2021 NOAA Telework Plan

A. Teleworkers and Non-Teleworkers Shall be Treated the Same for Certain Purposes:

1. Periodic appraisals of job performance of employees;

2. Training, rewarding, reassigning, promoting, reduction in grade, retaining, and removing employees;
3. Work requirements and/or developmental assignments;
4. Other acts involving managerial discretion.

B. Maximum Amount of Teleworking

1. In accordance with OMB duty station requirements, teleworking employees will be required to report to the Veach-Baley Federal Building duty station at least twice each pay period in order to stay within locality pay requirements for Asheville, NC. Therefore, the maximum number of telework days allowed are eight days per pay period. Scheduled leave and holiday time off can preclude the twice each pay period reporting requirement. The twice each pay period reporting requirement may be temporarily suspended in accordance with the “Temporary Telework Arrangements” section of the NOAA Telework Implementation Plan.
2. For telework eligible employees, supervisors may impose reasonable, business-related limitations on the frequency of telework and such limitations will be based on job functions, documented misconduct, or documented performance issues and other mission-related priorities. Telework suitability based on job functions will treat employees with similar work functions the same.
3. Mere managerial preferences alone are not grounds to deny an employee the maximum allowed days of telework described in B.1.

Section 4. Updates to NOAA Telework Implementation Plan

Upon written request by either Party, the Parties agree to engage in bargaining consistent with **Article 9 (Mid-Term Bargaining)** should there be any changes to the NOAA Telework Implementation Plan. In accordance with Article 9, written requests to bargain must be submitted within 5 business days following receipt of a new or revised NOAA Telework Implementation Plan.

Once all signatures have been obtained below, this MOA will be forwarded by Management for Agency Head Review (AHR) consistent with 5 U.S.C. § 7114. Once the Agreement has been approved by the Agency Head or absent disapproval by the Agency Head, 31 days after execution, the Agreement shall become effective. If the MOA fails AHR the parties may attempt to renegotiate the MOA. This MOA will remain in place throughout the full term of the CBA, including any rollover, or until renegotiated.

Jennifer Thatcher, Negotiator
NOAA/NESDIS
National Centers for Environmental Information

Christine Surette, Chief Negotiator
President
AFGE Local 446

Josie L. Weller, Chief Negotiator
NOAA/OHCS/ELR

Dean J. Carter, Negotiator
Vice President
AFGE Local 446

12/08/2021

Date Executed

12/07/2021

Date Executed



**American Federation of
Government Employees
Local 3908
P.O. Box 652
Saline, MI 48176
www.afge3908.org**

April 13, 2023

Agency –

Please accept this letter as AFGE Local 3908’s official position regarding the proposed 2023 Telework and Remote Work Policy. This memorandum is intended as an update to the Union’s original counterproposal, dated February 23, 2023, initially provided in response to the Agency’s Notification of NOAA Telework and Remote Work Policies issued to the Union on February 10, 2023.

Union Position

In accordance with Article 28 of the 2021 Collective Bargaining Agreement between AFGE Local 3908 and the GLERL (CBA), the Union refuses to mutually consent to open the CBA to Mid-Term Negotiations regarding the Agency’s proposed 2023 Telework and Remote Work Policy.

Union Argument

The Union contends that the 2021 Telework Policy is incorporated into the CBA under Article 19, Section 3(A)(4) and 3(B)(4). The pertinent sections state: “[e]mployees who are telework eligible and have a telework agreement in place, *will follow the telework policy* and agreement as those employees may have to continue work from the telework location.” (*emphasis added*).

The CBA was implemented in April 2021, therefore telework policy in Article 19 is the 2018 Telework Policy, as described in the October 2018 Telework Implementation Plan which also covers Remote Work. Therefore, the 2018 Telework Policy was originally incorporated into the CBA. Since any change to the 2018 Telework Policy would be a change to the CBA, the parties must mutually agree to Mid-Term Negotiations under Article 28.

On November 8, 2021, the Agency notified the Union of an intent to implement the 2021 NOAA Telework Implementation Plan. It is the Union’s position that the 2021 Telework Policy was not properly negotiated. The 2021 Telework Policy should have been negotiated under Article 28, not under Article 9, and implemented only after Mid-Term Negotiations had concluded. However, since the Union did not object, and the policy has been in place since 2021, the Union accepts the 2021 changes to the 2018 Telework Policy as a past practice.

Therefore, the 2021 Telework Policy is incorporated into the CBA. The Union contends that Article 28 – Changes and Amendments to the Agreement controls because the proposed 2023 Telework and Remote Work Policy would substantially alter and contradict the explicit terms of



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the CBA. As such, the parties are obligated to mutually consent to the opening of the agreement for the purpose of amending any portion.

At this time, the Union does not consent to opening of the CBA for the purpose of amending the current 2021 Telework Policy. As such, the Union requests that the Agency continue applying the 2021 Telework Policy to all Bargaining Unit Employees.

Respectfully, on behalf of AFGE Local 3908,

Mark Rowe

Mark Rowe
President
AFGE Local 3908

**Collective Bargaining Agreement
Between
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Alaska Fisheries Science Center and
Northwest Fisheries Science Center
And
International Federation of Professional and Technical
Engineers
Local 8A
NOAA Fisheries Chapter**



UNITED STATES DEPARTMENT OF COMMERCE
Office of the Acting Chief Financial Officer and
Assistant Secretary for Administration
Washington, D.C. 20230

AHR-FY22-13

MEMORANDUM FOR: Karolyn Turcotte
Labor Relations Officer
Workforce Relations Division
Office of Human Capital Services
National Oceanic and Atmospheric Administration

FROM: Mary O'Connor *Mary O'Connor 6/15/2022**
Acting Director, Office of Policy and Programs
Office of Human Resources Management

SUBJECT: Agency Head Review: Re-Submitted Negotiated Collective
Bargaining Agreement Between the National Oceanic and
Atmospheric Administration, National Marine Fisheries Service,
Alaska Fisheries Science Center and the Northwest Fisheries
Science Center and International Federation of Professional and
Technical Engineers, Local 8A, NOAA Fisheries Chapter

I have examined the Collective Bargaining Agreement (CBA) between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS), Alaska Fisheries Science Center and the Northwest Fisheries Science Center and International Federation of Professional and Technical Engineers (IFPTE), Local 8A, NOAA Fisheries Chapter. The agreement is the second version of the Parties' CBA following changes that were implemented after Agency Head Review. The Parties executed the agreement on May 16, 2022. The Agency has until June 15, 2022, to approve or disapprove the agreement.

The review was conducted in accordance with Title 5, United States Code (U.S.C.) § 7114(c) and the Department of Commerce Labor-Management Relations Handbook. I have determined that the CBA is consistent with applicable Federal laws, rules, and Government-wide regulations. Accordingly, I approve the agreement.

Please contact me at MOConnor@doc.gov if there are questions on this matter.

*PDF issues, signed via word and then made into PDF.

Collective Bargaining Agreement
Between
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Alaska Fisheries Science Center and
Northwest Fisheries Science Center
And
International Federation of Professional and Technical Engineers
Local 8A
NOAA Fisheries Chapter

This collective bargaining agreement is entered into by and between the National Oceanic and Atmospheric Administration National Marine Fisheries Service Alaska Fisheries Science Center and Northwest Fisheries Science Center, hereinafter referred to as Management, and the International Federation of Professional and Technical Engineers, Local 8A, NOAA Fisheries Chapter, as the exclusive representative of all full-time and part-time non-supervisory personnel of the Centers, hereinafter referred to as the Union.

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Article 1: General Provisions

Section 1. Parties

This Collective Bargaining Agreement (CBA) is entered into by and between the National Oceanic and Atmospheric Administration (NOAA) Alaska Fisheries Science Center and Northwest Fisheries Science Center, hereinafter referred to as "Management," and the International Federation of Professional and Technical Engineers (IFPTE), Local 8A, Fisheries Chapter as the exclusive representative of all full-time and part-time non-supervisory personnel of the Centers, hereinafter referred to as the "Union." The "Union" and "Management" are collectively referred to as the "Parties."

Employees excluded from the Unit are vessel employees, employees of the Auke Bay Laboratories, management officials, supervisors, guards, persons engaged in Federal personnel work in other than purely clerical capacity and/or short term temporary employees (less than 90-day appointment), as described in 5 U.S.C. §7112 (b)(2), (3), (4), (6), and (7).

Section 2. Purpose and Intent

This Agreement has been established under the authority of Title 5 of the United States Code, Chapter 71 (the Federal Service Labor-Management Relations Statute, or the Statute). In the Statute, Congress finds that the recognition of labor organizations and collective bargaining safeguards the public interest and contributes to the effective conduct of public business. Per the Statute, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Federal Government.

This Agreement has been made in the spirit of mutual cooperation. It is the intent of the Parties that Labor-Management conflicts arising during the life of the Agreement be resolved promptly and informally whenever possible. To that end, the Parties will make every effort to expeditiously bring such problems or disputes to the attention of the Union or Management at the lowest possible level.

It is the intent and purpose of both Parties of this Agreement to foster an understanding of personnel policies, procedures and practices, and matters affecting the conditions of employment; and to foster amicable discussion of matters of mutual interest to the Parties. The Parties hereby agree that the Labor-Management relationship and all matters relative thereto will be consistent with the provisions and intent of the Statute as well as all applicable laws, rules, and regulations, and will contribute to an effective and efficient workforce and work environment.

By endorsement of this Agreement, the Parties affirm their commitment to the success of the NOAA mission of science, service, and stewardship, and affirm their commitment to the aspirational values of safety, integrity, teamwork, excellence, and inclusion.

Section 3. Common Interests

Management and the Union agree to support certain common interests. These interests include the following:

- 1) To help prevent hazards to life, health, and property;
- 2) To constantly strive to optimize the quality and quantity of work produced by the organizations involved;
- 3) To maintain and improve the quality of superior employee communications on technical and personnel matters of concern;
- 4) To foster cooperation which will increase the efficiency of all employees;
- 5) To promote the judicious use of leave by every employee;
- 6) To address the conditions which prompt grievances and misunderstandings;
- 7) To improve employment conditions through suggestions and resolutions of problems;
- 8) To cultivate strong morale of all employees in the service;
- 9) A continued effort to conserve materials, supplies, and equipment used by all activities covered by this agreement; and
- 10) To make the organizations a workplace of choice, for personnel with AFSC and NWFSC; organizations that care for their people; and organizations that are constantly trying to improve how they conduct business.

Section 4. Time Frames

All time periods specified in this agreement as “days” refers to calendar days. Any time requirements identified in this agreement can be extended by mutual written consent of all parties unless precluded by law, rule or regulation.

Article 2: Mutual Rights and Obligations

Section 1. Management Rights

Chapter 71 of Title 5 USC §7106:

(a) Subject to subsection (b) of this section, nothing in Title 5, Chapter 71 USC, or in this Agreement, shall affect the authority of management --

- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- (2) in accordance with applicable laws--
 - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from --
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(b) Nothing in this section shall preclude Management and the Union from negotiating:

- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2. Employee Rights

Employees who are adversely affected by the exercise of any management authority identified in Section 1 have the right to seek representation. Specifically, Employees have the right to seek their own representation in a grievance or appellate procedure established by law, rule, or regulation. Employees may be represented by:

- 1) a representative of the Union,
- 2) a private attorney, or
- 3) any other representative of their choosing, except as specified in the grievance and appeals procedures in the Agreement.

Employees shall have the right, freely and without fear of penalty or reprisal, to organize or join, or to refrain from joining any lawful employee organization. No employee will be required by this agreement to join or remain a member of the union or to pay money to the union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Employees have the right to act for a labor organization in the capacity of a representative and, in that capacity, the right to present the views of the labor organization to Management or otherwise appropriate authorities. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by the Employees under this Agreement. Management shall take action, consistent with regulations, as may be required to ensure that no interference, restraint, coercion or discrimination is practiced within the Service to encourage or discourage membership in any employee organization.

Section 3. Employee Participation

Management may make reasonable efforts to involve employees in the development and implementation of personnel policies, practices, and procedures that affect them in their work, improve employee morale, and contribute to the effectiveness of the public service. Management retains the right to make final decisions and issue policy regarding the above, subject to Impact and Implementation required by law and this Agreement.

Section 4. Employee Protections

Management shall not discipline or discriminate against any employee because they have filed a complaint or given testimony under law. Management shall take such action, consistent with regulations, as may be required to ensure this provision is not violated.

No employee shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy of the agency.

The provisions of this article shall not nullify or abridge the rights of employees or the union to grieve or appeal the exercise of the management rights set forth in this article through appropriate channels as provided by law.

Management will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings, or undertakings not related to their performance of official duties.

Section 5. Outside Activities

Employees shall have the right to engage in outside activities of their own choosing without being required to report to Management on such activities, except as required by law or regulation. Outside work engaged in by employees must not involve a conflict of interest and must not interfere with or be detrimental to the efficient discharge of the official duties of employees during the hours they are expected to be available to perform the work of the Centers.

Section 6. Non-discrimination

No employee will be discriminated against based on race, color, religion, sex (including sexual harassment and pregnancy discrimination), sexual orientation, gender identity, national origin, age (40 years of age and over), disability (physical or mental), or genetic information. Further, no employee will be discriminated against because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

No supervisor or management official will discipline, threaten, harass, or discriminate against an employee who meets with or seeks the advice of a counselor, management official, commission, or representative of the union in accordance with regulations and/or the union contract. Nothing in this provision limits management's right to discipline employees for engaging in misconduct.

Article 3: Representation

Section 1. Exclusive Representation

Management agrees to recognize the Union as the exclusive representative of the employees in the bargaining unit and that the Union is entitled to act for them and negotiate collective bargaining agreements covering all employees in the bargaining unit. The Union will provide to Management a list containing the name, union position (i.e. steward, etc), duty location, email address, and telephone number of those bargaining unit members acting as representatives of the Union and that have the right to use official time as specified in this agreement.

Section 2. Union Representatives

The Union will designate one member of the bargaining unit as the main representative for the Union and one bargaining unit member within each Science Center as their deputy. Other officers, representatives, and stewards will be determined in accordance with union bylaws and relevant federal regulations. The Union may designate a person who is not a member of the bargaining unit to represent them in matters covered by this agreement but will notify Management in advance of its intent to do so. Management may not prevent an employee from taking a position as a union official (president, steward, etc).

Section 3. Union Stewards

The Union will provide to Management the names of those bargaining unit members that are authorized by the Union to act as Stewards. The number of stewards shall be the minimum number required in order to assure that each employee in the bargaining unit shall have ready access. One of the stewards shall be designated as the Chief Steward.

Management agrees that Union Stewards are authorized a reasonable working time during duty hours to participate in matters directly related to the work situation and/or employee grievances, not to exceed a maximum as noted in Article 4 without prior agreement by Management. Management agrees that there shall be no restraint, interference, coercion, or discrimination against the stewards because of the performance of such duties.

Management and the Union mutually recognize the need to use available funds wisely by limiting travel as much as is reasonable while still accomplishing the goals of representation and the exercise of Weingarten Rights. To that end, when Union Stewards engage in representational activities involving bargaining unit members in a separate location, they will use email, telephone conferencing, and video conferencing as much as is feasible. However, both parties acknowledge that travel may be necessary for the appropriate exercise of representational obligations, and that such travel may allow for resolution at the lowest level possible. In such cases if a steward is not available at a unit location and the matter before the steward calls for in-person consultation, and if mutually agreed to by both parties, Management

will cover Steward travel as official travel between facilities/office locations of the NWFSC and the AFSC. Management is not responsible for a steward or employees' travel to or from (1) a remote duty station or, (2) a long-distance teleworking location, to a unit location. If a steward is not able to be physically present when a staff member has requested union representation under their Weingarten Rights, all parties will participate in the meeting via video. If video capability is not available, all parties will participate in the meeting via telephone. For in person meetings, either party may choose to have some of their participants join remotely via video or telephone.

Section 4. Formal Meetings

Consistent with 5 U.S.C. § 7114 (a)(2)((A), the Union will be afforded an opportunity to be represented at any formal discussion between one (1) or more representatives of management and one (1) or more employees or their representatives concerning:

- 1) any grievance (a meeting concerning a grievance is, by definition, a formal discussion),
or
- 2) any personnel policy or practice or other general conditions of employment.

The Union shall be given an opportunity to be present at any examination of an employee in the unit by a Management Representative in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The Union Representative need not be present at routine informational meetings during which no discussion occurs regarding changes in personnel policy or general conditions of employment.

At any examination of an employee as part of an investigation, the Management Representative will explain the purpose of the meeting to the employee prior to the examination. If the employee being interviewed requests representation, no further questioning will take place until the employee has been given a reasonable amount of time, normally three (3) days, to contact an appropriate representative, unless there are extenuating circumstances.

For formal discussions, the Union will be given advance notice of the meeting via email by contacting the designated Union Representative, normally within three (3) days in advance of the discussion except in emergency situations. The meeting will be scheduled at the earliest time practical that allows for union participation/representation as needed.

At those meetings where the Union is represented, Management will acknowledge the attendance of the Union Representative at the start of the meeting. Furthermore, Management will permit the Union Representative to ask questions, and to present a brief statement before the end of the meeting outlining the Union position concerning the issues. The Union Representative will refrain from activities designed to disrupt the meeting. All issues to be discussed at the meeting by Management will be listed in a written agenda, where practicable, which will be forwarded to the Union at the same time that the Union receives prior notice of

the meeting.

Section 5. Employee Lists

Management will make every effort, on a monthly basis, to provide the Union with a list of new employees who are covered by the bargaining agreement. The Union will be afforded the opportunity to meet with new employees.

Management of each Science Center agrees to provide the Union a list of all employees covered by the bargaining agreement by March 1st of each year, and upon request within 10 days. The list will include the names, position titles, and duty station for all bargaining unit employees.

Article 4: Official Time

Section 1. Allocation and Procedures

Consistent with 5 USC Section 7131, Management agrees to allow Union Representatives a reasonable amount of official time to complete their representational duties. Official time may only be used on the days and during the times that a local union official would otherwise be in a duty status.

Official Time will normally be limited to the following amounts:

- 1) Main Representative – up to 10% of their time (8 hrs per pay period)
- 2) Deputy – up to 10% of their time (8 hrs per pay period)
- 3) Chief Steward – up to 20% of their time (16 hours per pay period)
- 4) Stewards – up to 10% of their time (8 hours per pay period)
- 5) Negotiating team members – up to 10% of their time (8 hours per pay period)

If additional official time is required for a given pay period, the Union Representative will normally request and receive approval in advance from their supervisor (and cc the Management Representative) for the use of official time. The request shall include an explanation of the circumstances establishing the need for additional time. In the event the supervisor is unavailable, the Union Representative shall contact the Management Representative. If unable to locate the Management Representative or in emergency situations, the Union Representative may proceed to use a reasonable amount of official time as provided by this contract and provide to the supervisor a record of the amount of official time used. If the supervisor denies the request for additional official time, the Union Representative may appeal to the Management Representative.

Management will make every effort to accommodate official time requests as the mission allows. Management will render a decision as promptly as possible. The supervisor or designee shall propose an alternate time in those instances where requested official time is denied.

Section 2. Allowable Use

Official time may only be used on the days and during the times that a local union official would be otherwise in a duty status. The term official time shall include the purposes set forth in 5 U.S.C. § 7131, as well as other representational activities including:

- 1) Attendance at formal meetings or proceedings;

- 2) Preparation time for meetings involving unfair labor practice charges or unit clarification petitions;
- 3) Representation of employees in disciplinary matters in which employees are entitled to representation;
- 4) Presentation of appeals in connection with statutory or regulatory procedures in which the Union is a party or is designated as the representative, (e.g., MSPB, EEOC, Federal Service Impasse Panel proceedings);
- 5) Attendance at management examinations of any bargaining unit employee, in connection with an investigation at which an employee requests such representation;
- 6) Attendance at grievance meetings and arbitration hearings, including preparation;
- 7) Attendance at meetings of committees or workgroups when Management has given authorization for union attendance;
- 8) Attendance at negotiations as a member of the negotiations team;
- 9) To confer with employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this agreement wherein the employee has elected to have a representative and is entitled to such representation;
- 10) To complete research in preparation for labor-management related meetings, negotiations, and hearings;
- 11) To prepare and maintain records and reports required of the Union and its representatives by any Federal Agency;
- 12) To respond to Congressional contacts relative to representational matters;
- 13) Time spent in preparing replies to management proposals and proposed management policy changes submitted to the Union for comment or considerations;
- 14) Time spent in labor-management meetings, or special projects mutually agreed to by the parties; and
- 15) Attendance at approved training to develop knowledge, skills, and abilities of Union Representatives that support better representation for employees and improved efficiency and effectiveness in representational rights.

Travel will not be considered as official time. When travel is required in order to participate in representational duties, the travel will be considered duty time.

Section 3. Recording

Official time recording is a bilateral system set up to meet the Office of Personnel Management requirement that Management maintain a record-keeping system of official time used in the performance of representational duties. Union officials and representatives are responsible for correctly recording and reporting any use of official time in the electronic time and attendance system (i.e. WebTA). The following are examples of codes and categories that should be used in completing their time and attendance:

35- Base/Negotiations/Reopen - ex. Negotiating a CBA

36- Base/Midterm Negotiations – ex. Negotiating provisions of a CBA, to include issues raised during the life of the agreement.

37- Base/Labor-Management

38 – Base/Grievances/Appeals

Management will provide the Union with written notification whenever these codes and categories are updated/revised.

Section 4. Employee Use

Employees covered by this agreement will be accorded reasonable duty time to consult with a Union Representative for representational purposes or for representing themselves consistent with the terms of this agreement and applicable regulations and law. This includes time for preparation, attendance (at meetings and/or hearings), and travel of the employee for matters such as grievance/arbitration, FLRA, MSPB, EEO, or other disciplinary actions, adverse action proceedings, and ULP charges and/or complaints. Travel costs related to these activities will be borne by Management. The employee will make every reasonable effort to request and have advance approval of such use of duty time. The employee will continue to administer and control their work-load in a manner that is in the best interest of the Service.

Section 5. Limitations on use

Internal union business will be conducted on non-duty time. The term internal union business shall include the purposes set forth in 5 USC § 7131(b), including such actions as the solicitation of membership or election of Union officials.

It is understood that nothing in this agreement is intended to limit the statutory rights to official time provided pursuant to 5 U.S.C. § 7131 or any other statute or regulation.

Article 5: Mid-term and Impact and Implementation Bargaining

Section 1. Rights and Obligations of the Parties

With the exception of changes mandated by law, rule, regulation, or by direction from higher authority; or changes flowing from the introduction of new technology; all matters covered by this Agreement will not be subject to change during the term of the agreement, absent mutual consent of the Parties. When, because of mandated changes or the introduction of new technology, there is a need to reopen existing articles or add new articles, the procedures in this article will be followed. The procedures in this article will also be used when there is a change in working conditions (non-mandated changes), and there is not a specific process included in another article. Neither the Union nor Management shall waive any statutory rights during this process.

In this regard, the Agency has the sole right to make changes in the exercise of its management rights pursuant to 5 U.S.C. §7106, or for any other reason associated with the accomplishment of its mission. However, the Agency does recognize its obligation, consistent with applicable laws, rules, and regulations, to notify the Union of such changes and to negotiate, upon request of the Union, pursuant to 5 U.S.C. §7106 (b) (2) and (3). These changes may be Agency-initiated and/or may result from implementation of future laws, Department-wide or Agency regulations, Department-wide or Agency directives, Department-wide or Agency policies and government-wide regulations, as deemed necessary or appropriate by the Agency.

Section 2. Negotiations

The negotiation of procedures and appropriate arrangements, pursuant to 5 U.S.C. §7106(b)(2) and (3), of local-level changes will be conducted and/or facilitated by the Management Representative (or designee) and the applicable Chapter President (or designee).

Section 3. Applicable Negotiation Procedures

The procedures contained in this section shall constitute the ground rules for all negotiations under this article.

- 1) Notification Procedure. In issuing, revising or canceling rules, and regulations relating to personnel policy, practices, procedures, and matters affecting working conditions, the Employer shall give due regard to the obligations imposed by applicable laws, rules, regulations, and this Agreement. Before making changes to bargaining unit employees' conditions of employment, or otherwise changing personnel policy, practices or working conditions, the Agency shall provide the Union with written notice of the proposed change(s). Such notice will be transmitted by email. All other correspondence under this article shall be provided to the Union using similar means. The Union will provide the

Agency with any response(s) in a similar manner. The Union's response shall be signed by the appropriate official as provided in Section 2 of this article. Specific procedures to be used pursuant to this article are as follows:

- a) The Agency will provide written notice to the Union of the Agency's intent to make a change(s) of bargaining unit members' conditions of employment (that are not otherwise covered by the parties agreement) once the Agency has made a final decision to implement the proposed change(s).
- b) The Union will have seven (7) days to advise the Agency, in writing, of the Union's intent to negotiate over procedures and appropriate arrangements regarding the change pursuant to 5 U.S.C. §7106. After that notice, the Union will then have fourteen (14) additional days to provide the Agency with proposals relating to the impact and implementation of the proposed change. The parties will then schedule a time to begin negotiating within seven (7) days of the Agency's receipt of the Union's proposals.
- c) The Union may request additional information regarding the proposed change(s) and/or to seek clarification of the reasons for the change outlined in the Agency's written notification during the course of negotiations. This information may be provided by documentary record or from a dialogue between the Agency and Union regarding the change(s). During an information request and response, the fourteen (14) days allowed for the Union to provide the Agency with proposals as indicated in Section 3.1.b will be paused.

2) Bargaining Procedure. Upon written notification and proposals being presented as discussed in Section 3 above, the Agency and Union will bargain, as appropriate and in accordance with applicable law, rule and regulation, over procedures and appropriate arrangements for the change(s).

- a) The Agency will provide a site for negotiations. Preferably, negotiations will take place in person when possible, but can be held virtually via video or teleconference if both parties agree. If meeting in person, negotiations will take place at the Alaska Fisheries Science Center (AKFSC), Seattle, WA, with all parties present in person.
- b) The Union will be authorized the same number of bargaining representatives on official time as the Agency has representatives participating in the negotiations. The Agency will not reimburse the Union or pay for travel expenses for union officials attending mid-term bargaining sessions. However, Union Representatives traveling between the NWFSC Seattle offices and the AKFSC Western Regional Center offices for in person meetings with Management, subject to availability, may use Agency vehicles and will be on official time while in transit directly, without detour between the facilities. Eligibility and use of Agency vehicles must

be in accordance with DOC Property Management Manual, Chapter 13, and with local office policies for such eligibility and use.

- c) Either party may have a technical expert (TE) present as necessary who can provide information necessary for the successful completion of bargaining. Any TE for the Union may be granted appropriate official time for participation in the bargaining sessions. The Agency will not reimburse or pay for travel expenses for the Union's TE.
- d) Negotiations shall take place as soon as practicable, but no more than seven (7) days after the Union has provided proposals, unless the parties mutually agree to extend the period. Bargaining will occur during regular duty hours, unless otherwise mutually agreed by the Parties. The Parties will endeavor to reach agreement and conclude bargaining within ten (10) days from the start of negotiations, but that period may be extended by mutual agreement of the Parties. However, post implementation bargaining procedures pursuant to Section 4 of this article will apply if the parties are unable to reach agreement prior to the implementation date declared by the Agency.
- e) The Union may raise no additional proposals or subjects of bargaining after submission of its initial proposals except by mutual agreement, or under the post implementation bargaining procedure under Section 4 of this article.

Section 4. Post implementation bargaining

1) Definition. Post implementation bargaining is bargaining procedures and appropriate arrangements after a management-initiated change has been implemented. When the Agency determines that a particular change is necessary or appropriate; in accordance with law, rule or regulation; and must be implemented by a certain date; post implementation procedures will apply if the parties are unable to reach agreement prior to the implementation date of the change.

2) Post Implementation Bargaining Procedure. The Union will be afforded the opportunity to submit bargaining proposals concerning the change for twenty-one (21) days following the date that implementation by the Agency has occurred. The Union shall not file unfair labor practice charges solely over implementation prior to completion of bargaining. However, the Union reserves all other rights pursuant to applicable laws and regulations. Once union proposals have been submitted to the Agency, the procedures in Section 3(2)(d) above will apply.

Section 5. Agency Head Review

Agreements negotiated pursuant to this article will be subject to Agency head review pursuant to 5 USC 7114(c). In the event of disapproval at Agency head review, the Union will have the

option of renegotiating the entire midterm matter. The option to renegotiate the entire midterm must be exercised by the Union by notice to the Employer within twenty-one (21) days of notice of disapproval.

Section 6. Good Faith

Both parties to this agreement have the responsibility of conducting their negotiations and consultations in good faith and otherwise in such a manner as will further the purposes of 5 USC 71. They agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this agreement.

Article 6: Labor-Management Relations

Section 1. Purpose

The Parties recognize that the negotiation of a formal bargaining agreement is only one element of successful and effective labor-management relations. Open, informal communication is essential to the efficient and effective operation of the Science Centers. Therefore, the Parties agree to meet at least semi-annually for an informal local Labor-Management Relations Roundtable.

The objectives of the local Labor-Management Roundtable are to enhance the quality of work life and to improve the effectiveness of the Centers. The Roundtable is intended to provide a venue for the discussion of concerns of either or both Parties, to allow for the open exchange of information, where such exchange is not prohibited by law, to create opportunities for joint problem-solving, and to discuss and/or collaborate on other matters involving personnel practices, procedures, and/or working conditions. The Parties recognize that the best ideas for improving the way a job is done often come from the people doing the job.

The Parties agree that semi-annual roundtable discussions and the practice of pre-decisional involvement can be beneficial and productive for the Centers and the employees of each Center. The Parties further recognize that pre-decisional involvement (PDI) in decisions which are traditional Management prerogatives may obviate the need for subsequent bargaining over the impact and implementation of such decisions.

The Roundtable will discuss issues of substance and concerns of the Parties in a non-adversarial and informal manner. It is understood by the Parties that the Forum will not be a replacement for negotiations nor an arena to present grievances. However, this should not prohibit the discussion of serious problems that may, in an incidental manner, be covered by an active grievance, or to debrief after a grievance is resolved.

The Parties agree that the Roundtable will meet on a semi-annual basis. Meetings will normally not be more than three (3) hours. The Parties will meet at mutually agreeable times and locations with video conferencing being an option. Union participants will be granted Official Time for these meetings, but each Party is responsible for their own travel if they deem travel necessary.

Section 2. Agency or Departmental Labor-Management Forums

The parties recognize the benefits of previous higher-level Labor-Management Forums, such as at the Agency or Department level. While there are no such Forums as of this writing, the Parties agree that the establishment of such Forums and the participation by IFPTE Local 8A NOAA Fisheries Chapter representatives in such Forums would be to the benefit of the Science

Centers and to the benefit of NOAA Fisheries more broadly. Nothing in this article shall preclude the Union from involvement in such Forums, in accordance with any future executive order.

Article 7: Discipline

Section 1. Policy

Management shall determine when the need arises for disciplinary or adverse actions. Disciplinary actions and adverse actions will be taken in accordance with applicable laws, rules, and regulations in effect at the time of the action. The specific penalty for an instance of misconduct shall be tailored to the facts and circumstances of the situation. This article applies to all employees in the Bargaining Unit regardless of tenure who have completed the applicable probationary or trial period, as appropriate.

Management agrees that discipline will be administered in a fair and impartial manner and that no employee will be discharged or otherwise disciplined except as provided by appropriate regulations and be taken only for such cause as will promote the efficiency of the service. The goal of discipline is not to punish the employee, but to encourage acceptable conduct and work habits.

Disciplinary conversations and meetings will be conducted in a private manner so as to avoid embarrassment to the employee.

Section 2. General Provisions

- 1) For purposes of this Agreement, disciplinary and adverse actions taken in accordance with Title 5 U.S.C. Chapter 75 and their implementing regulations at 5 CFR § 752 will be processed in accordance with the procedures contained in this article. Days referenced in this article are calendar days.
- 2) A disciplinary action, for the purpose of this article, is defined as a Reprimand or a Suspension of fourteen (14) days or less.
- 3) An adverse action, for the purpose of this article, is defined as a Removal, a Suspension for more than fourteen (14) days, a Reduction in Grade, a Reduction in Pay, or a Furlough of thirty (30) days or less.
- 4) This article applies to employees who have completed their probationary or trial period except to the extent prohibited by law.
- 5) No employee will be the subject of a disciplinary or adverse action except for such cause as will promote the efficiency of the Federal service.
- 6) Counseling and warnings whether oral or written are not considered disciplinary actions. Counseling and warnings will inform an employee of expectations.

Section 3. Employee Rights

At a meeting between an employee and Management during which there is an inquiry, examination, or investigation that has the potential to lead to disciplinary action, the employee has the right to request union representation. If such a request is made, a reasonable amount of time will be allowed to obtain a representative.

Section 4. Representation

Upon the issuance of a disciplinary or proposed disciplinary action, employees may subsequently consult with their representative.

Section 5. Informal Discipline: Counseling/Warning

Informal discipline includes counseling and warnings are not formal disciplinary actions to which the procedures in this article apply. Counseling and warnings, which may be oral or written, may be used when an employee's conduct or performance is less than acceptable and it is likely that an informal action will result in improvement. Such actions may be considered, if documented, when determining appropriate formal discipline should the employee engage in future misconduct.

Written counseling and warning, or the documentation of oral counseling or warning, will not be made part of an employee's electronic Official Personnel File (eOPF), but may be maintained by the employee's immediate supervisor and will be destroyed no later than one year after the date of issuance provided there have been no further incidents.

Section 6. Reprimands

1. A reprimand will be documented in a letter to the employee. The letter will specifically explain the reason(s) supporting the reprimand. Where Management desires future corrective action or behavior on the part of the employee receiving the letter, they will outline specific expectations for future behavior or conduct.
2. A reprimand shall inform the employee of their appeal/grievance rights as required by law.
3. A reprimand will be placed in the employee's electronic Official Personnel Folder (eOPF) on the temporary side for a period of not more than two (2) years. An employee may request removal of the letter of reprimand from their eOPF at any time. Management, at its discretion, may consider whether to remove the reprimand prior to the expiration.
4. An employee has the right to grieve a reprimand in accordance with the negotiated grievance procedure in Article 8 of this agreement.

Section 7. Suspension for Fourteen (14) Days or Less

- 1) When Management proposes to suspend an employee for fourteen (14) days or less, the following procedures will apply:
 - a) Management will provide the employee written notification of the proposed Suspension with a period of 15 days to reply to the proposed action. The proposed notification will contain the reason(s) and specification(s), with Management's rationale that supports the proposed Suspension, and the employee's right to review materials relied upon to support the action. The letter will also include the name of the Deciding Official who will receive the oral and/or written reply. The designated deciding official will be at a higher organizational level than the employee's immediate supervisor. The Deciding Official will only consider the reason(s) and specification(s) outlined in the notice of proposed action and the oral and/or written reply of the employee, and any supporting documentation. In deciding the outcome, the Deciding Official may sustain the proposed Suspension, mitigate it, or take no action.
 - b) An employee has the right to represent themselves in making an oral and/or written reply, or to be represented by a Union Representative, a private attorney, or a personal representative of their choosing. The right to answer orally in person does not include the right to a formal hearing with examination of witnesses. The employee will be allowed a reasonable amount of time to review the materials on which this proposal is based and to prepare and present a reply. Management may disallow an employee representative if that individual will cause a conflict of interest or position, if release from their official position would give rise to unreasonable costs, and/or if the employee's priority work assignments preclude their release to serve as a representative (752 5CFR).
 - c) Should an employee choose to submit a reply, it must be received by the Deciding Official within fifteen (15) days of the employee's receipt of the letter of proposed notification. The employee may request an extension to reply, by submitting a written request to the deciding official, stating the specific reasons within the same fifteen (15) day limit. The deciding official, at their discretion, may grant additional time on a case by case basis. If no timely reply is received, the Deciding Official will issue a decision based on the proposal letter and any supporting documentation.
- 2) If the final decision is a Suspension, the Deciding Official will determine when the Suspension will take effect.
- 3) An employee has the right to grieve a final decision in accordance with the negotiated grievance procedure in Article 8 of this Agreement.

Section 8. Adverse Actions

- 1) An adverse action, for the purpose of this article, is defined as a Removal, a Suspension for more than fourteen (14) days, a Reduction in Grade, a Reduction in Pay, or a Furlough of thirty (30) days or less. A Removal or Reduction in Pay based on unacceptable performance may be taken under this article.
- 2) When Management proposes an adverse action, the following procedures will apply:
 - a) Management will provide the employee with thirty (30) days advance written notification of the proposed adverse action. The proposed notification will contain the reason(s) and specification(s), with Management's rationale that supports the proposed action. The letter will also include the name of the Deciding Official that will receive the oral and/or written reply. The designated deciding official will be at a higher organizational level than the employee's immediate supervisor. The Deciding Official will consider only the reason(s) and specification(s) outlined in the notice of proposed action and the oral and/or written reply of the employee, and any supporting documentation. In deciding, the Deciding Official may sustain the proposed action, mitigate it, or take no action.
 - b) An employee has the right to represent themselves in making an oral and/or written reply, or to be represented by a Union Representative, a private attorney, or a personal representative of their choosing. The right to answer orally in person does not include the right to a formal hearing with examination of witnesses. The employee will be allowed a reasonable amount of time to review the materials on which this proposal is based and to prepare and present a reply. Management may disallow an employee representative if that individual will cause a conflict of interest or position, if release from their official position would give rise to unreasonable costs, and/or if that individual's priority work assignments preclude their release to serve as a representative.
 - c) Should an employee choose to submit a reply, it must be received by the Deciding Official within fifteen (15) days of the employee's receipt of the letter of proposed notification. The employee may request an extension to reply, by submitting a written request to the deciding official, stating the specific reasons within the same fifteen (15) day limit. The deciding official, at their discretion, may grant additional time on a case by case basis. If no timely reply is received, the Deciding Official will issue their decision based on the proposal letter and any supporting documentation.

Section 9. Considerations

In deciding what disciplinary or adverse action is appropriate, Management will give due consideration to the relevance of any mitigating and/or aggravating circumstances consistent with *Douglas vs. Veterans Administration*, 5 M.S.P.R. 280 (1981).

When appropriate, progressive discipline may be considered. Progressive discipline is the imposition of the least to the most serious disciplinary action applicable to correct the issue or misconduct. However, progressive discipline need not follow any specific sequence of disciplinary actions. Major offenses may be cause for severe action, including removal, irrespective of whether previous disciplinary or adverse actions have been taken against the offending employee.

The factors to be considered during discipline include, but are not limited to,

- 1) the nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, committed maliciously or for gain, or was frequently repeated;
- 2) the employee's job level and type of employment, including fiduciary role, contacts with the public, and prominence of the position;
- 3) the employee's past disciplinary record;
- 4) the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- 5) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Management's confidence in the employee's ability to perform assigned duties;
- 6) consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- 7) the consistency of the penalty with any applicable Agency table of penalties;
- 8) the notoriety of the offense or its impact upon the reputation of the Agency;
- 9) the clarity with which the employee was on notice of any rules that were violated in committing the offense or if the employee had been warned about the conduct in question;
- 10) the potential for the employee's rehabilitation;
- 11) mitigating circumstances surrounding the offense, such as unusual job tensions, personality problems, mental impairment, or harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and
- 12) the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 10. Supporting Documentation

An employee may request a copy of the supporting documentation or material that formed the basis for the reason(s) and specification(s) outlined in the disciplinary or adverse action.

Management reserves the right to remove or redact any material when required by law, such as personally identifiable information (PII).

Nothing in this article shall limit the right of the Union to request information in accordance with 5 USC 7114.

Section 11. Appeals

In the event that Management sustains a disciplinary or adverse action, the final decision letter will include a statement of the employee's right to challenge the action and will provide their appeal rights. Once an employee has elected one of following appellate procedures, their decision is irrevocable, and the employee may not change thereafter to the other procedure.

The employee may elect to challenge the action in one of the ways listed below.

- 1) For Appeals of Reprimands or Suspensions of fourteen (14) days or less, an employee may elect to challenge the action through only one of two procedures. The two procedural options include:
 - a) filing a formal complaint of discrimination under the administrative EEO process pursuant to 29 CFR, Part 1614; or,
 - b) under this Agreement, going directly to Step Two Formal Grievance, as outlined in article 8: Negotiated Grievance Procedures

- 2) For Appeals of a Suspension of more than fourteen (14) days, Reduction in Grade or pay, or Furloughs of thirty (30) days or less against the employee, an employee may elect to challenge the action through only one of three procedures. The three options include:
 - a) an appeal to the MSPB in accordance with applicable laws and regulations;
 - b) a formal complaint of discrimination filed under the administrative EEO process pursuant to 29 CFR, Part 1614; or
 - c) under this Agreement, going directly to Step Two Formal Grievance, as outlined in Article 8: Negotiated Grievance Procedures.

- 3) For Appeals of Removal, an employee may elect to challenge the action through only one of three procedures. The three procedural options include:
 - a) an appeal to the MSPB in accordance with applicable laws and regulations; or
 - b) a formal complaint of discrimination filed under the administrative EEO process pursuant to 29 CFR, Part 1614; or
 - c) under this Agreement, going directly to Step Two Formal Grievance, as outlined in Article 8: Negotiated Grievance Procedures.

Employees may elect to file complaints with the Office of Special Counsel and to the extent provided by law, appeal to the MSPB, if they believe disciplinary or adverse action was imposed to retaliate for whistleblowing or other protected activity.

Section 12. Work Status During Notice Period

Under normal circumstances, an employee for which an appealable adverse action has been proposed will remain in a duty status during the advance notice period. However, Management has the right to assign the employee to other duties or carry an employee in a paid non-work status until a decision is implemented relative to the proposal, so long as the paid non-work status is consistent with law, rule or regulation.

Section 13. Shortening Notice Period

Management at their discretion, may shorten the notice period under the Exception set forth in 5 C.F.R. 752.404(d), "Exceptions. (1) Section 7513(b) of title 5, U.S. code, authorizes an exception to the 30 days' advance written notice when the agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension, including indefinite suspension. This notice exception is commonly referred to as the "crime provision." This provision may be invoked even in the absence of judicial action."

Article 8: Negotiated Grievance Procedures

Section 1. Definitions

A grievance is any complaint:

- 1) By an employee concerning any matter relating to their employment;
- 2) By the Union concerning any matter relating to the employment of any employee in the bargaining unit;
- 3) By an employee, the Union, or the Management concerning;
 - a) The effect or interpretation, or a claim of breach of this agreement.
 - b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. Purpose

The purpose of this article is to provide a procedure for prompt and fair resolution between the Parties. This procedure is the exclusive method available to the Parties for resolution of issues, including interpretation and implementation of this Agreement or portions thereof. This negotiated grievance procedure shall not apply with respect to any grievance concerning:

- 1) Non-selection from a group of properly ranked and certified candidates;
- 2) A notice of proposed disciplinary, adverse, or performance-based action;
- 3) The granting of, or failure to grant, an award or any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments;
- 4) A return of an employee from a non-bargaining unit position as a supervisor or manager to a bargaining unit position;
- 5) Any claimed violation of subchapter III of Chapter 73 of Title 5 U.S.C. as amended relating to prohibited political activities;
- 6) Summary performance ratings, performance scores or performance pay increases covered by the Commerce Alternative Personnel System (grievable under DAO 202-771).
- 7) Retirement, life insurance, or health insurance;

- 8) Actions relating to any examination, certification, or appointment under 5 U.S.C. § 7121 (c)(4);
- 9) A suspension or removal for national security reasons under 5 U.S.C. 7532;
- 10) Termination of a probationary, trial period, term and/or temporary employee;
- 11) Supervisory determination of job elements and performance standards;
- 12) The content of any Agency Policy or regulation;
- 13) The classification of any position which does not result in the reduction in grade or pay of an employee;
- 14) Oral or written non-disciplinary corrective actions, including but not limited to, counseling and admonishments;
- 15) Filling of positions outside the bargaining unit;
- 16) An action which terminates a detail or temporary or term promotion by its own terms.

Section 3. Grievance Presentation

This negotiated procedure shall be the only procedure available to the Union and bargaining unit employees for resolving grievances except as provided in Section 5 below. If an employee wishes to present a grievance on his/her own behalf, a representative of the Union will have the right to be present at any meeting with the Agency concerning the grievance. This right of grievance presentation without union representation does not extend to arbitration which may be invoked only by the Union on the employee's behalf. Employees reserve the right to request union representation at any time during the grievance procedure. The designation of a Union Representative must be in writing.

Section 4. Time Limits

Failure to adhere to the time limits expressed herein shall result in the grievance being advanced to the next higher step if Management incurs the delay. If the grievant or Union incurs the delay, it shall render the grievance void or settled on the basis of the last decision given by Management, unless an extension of time limits has been agreed upon in writing. Extensions of time may be granted by mutual consent of the Parties.

Section 5. Option Exercised

In three areas employees have the option to use either this negotiated procedure or a statutory appeals procedure, but not both. Employees exercise their options when they file a timely notice of appeal under the appropriate appellate procedure or file a timely grievance in writing under this procedure. In employment discrimination complaint actions this election is made in

accordance with procedures set forth in the Agency DAO 215-9 and EEOC regulations 29 CFR Part 1614:

- 1) Employment discrimination complaints;
- 2) Removal or reduction in grade for unacceptable performance; and
- 3) Adverse actions (removal, reduction in grade for other than unacceptable performance, suspension for more than 14 days, furlough for 30 days or less).

Section 6. Who can initiate a grievance?

A grievance can be initiated by:

- 1) Any employee concerning any matter relating to their employment;
- 2) The Union concerning any matter relating to the employment of any employee or any group of employees;
- 3) Any employee, the Union, or Management concerning the effect, or interpretation, or a claim of a breach of, this agreement;
- 4) Any employee, the Union, or Management concerning any claimed violation, interpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 7. Employee Grievances Procedures

Step 1. The grievance shall be submitted in writing by the employee and/or their Union representative, if any, to the grievance official, i.e., the lowest level Agency Official with authority to grant the relief sought. Normally, this will be the employee's direct supervisor. Grievances must be presented within thirty (30) days from the date the grievant became aware of the occurrence. The written grievance shall contain the following information:

- 1) Name, title and duty station of the aggrieved;
- 2) A specific and brief statement of the grievance;
- 3) A statement of the items, regulations or Agreement alleged to have been violated, citing specific paragraphs of articles, sections, and subsections;
- 4) Remedies desired; and
- 5) Designation of representative or statement of self-representation.

Within ten (10) days of receiving the written grievance, the first step grievance official will request to meet with the employee on the next mutually agreeable workday to discuss the grievance. Arrangements for the representative to be present is the responsibility of the grievant. Within fifteen (15) days following the meeting, the grievance official shall provide a decision to the grievant and their representative in writing. The written response will include a statement of the Agency's response and a detailed explanation supporting that position. The Step 1 decision will include the name, e-mail address and telephone number of the Step 2 grievance official.

Step 2. If the employee is not satisfied with the reply received at Step 1, then the grievant may submit the grievance within ten (10) days to the Step 2 grievance official as identified in the Step 1 decision, normally the next higher person in the chain of command over the person rendering the Step 1 decision. The Step 2 grievance shall be submitted in writing and will include all requirements outlined in Step 1 above, refer to the meeting between the supervisor and grievant, and include a copy of the supervisor's written decision. Within fifteen (15) days following receipt of the Step 2 grievance, the grievance shall be reviewed and the second step deciding official shall render to the grievant a written decision. The written response will include a statement of the Agency's response and a detailed explanation supporting the decision reached in Step 2. The Step 2 written decision is final and not subject to further review.

If the matter is still unresolved, only the Union may invoke arbitration under the provisions of the Arbitration Article of this Agreement.

At any point during the grievance process, the Parties, by mutual written Agreement, may elect to engage in an Alternative Dispute Resolution (ADR) process. Time periods shall be suspended during the ADR process.

Section 8. Alternative Dispute Resolution

At any point during the grievance process, the parties, by mutual agreement, may elect to utilize the services of NOAA's Alternative Dispute Resolution (ADR) Program (detailed in NAO 202-715). ADR consists of a variety of approaches to early intervention and dispute resolution including mediation and facilitated problem solving. Time periods shall be suspended during the ADR process. Enforcement of discipline, other than removal, may be held in abeyance during the ADR process by mutual consent.

When both parties involved agree to participate in ADR and they reach resolution, an agreement shall be recorded in writing, signed by the parties, and considered binding to the extent not inconsistent with government wide regulations or law. A copy of the agreement shall be provided to all participating parties. Agreements arrived at through this process will not be precedential for future grievances and are considered confidential.

At any time during the ADR process, either involved party may withdraw from the ADR process by providing notice in writing to the other party.

ADR will be completed within 30 days.

Section 9. Grievances presented by Employee(s)

An employee or group of employees may present their grievances to Management with or without the services of the Union using the process outlined above. If presented without union representation, such grievances may be decided without union intervention, provided the decision is consistent with the terms of this Agreement.

- 1) Employees who choose to present their own grievances without intervention by the Union are not entitled to further review or consideration beyond the opportunity to present their grievance and have it adjusted, affirmatively or negatively. The decision of the second Step Grievance Official is final as to the employee or employees who choose to present their grievance without the intervention of the Union.
- 2) Neither new issues nor new remedies sought may be raised by either party to the Grievance Procedure or during arbitration unless they have been raised at Step 1 of the Grievance Procedure.
- 3) Outcomes and decisions from grievances presented by an employee or employees who choose not to be represented by the Union shall not be considered past practice without written agreement by the Union.
- 4) The Union retains the right to be present during the grievance proceeding and to receive copies of the grievance decision.
- 5) The employee or employees may request Union representation at any point during the Grievance Procedure.

Section 10. Union/Agency Grievance

Grievances may be filed by Management or the Union based on an action that concerns an alleged violation of the provisions of this Agreement or any supplement thereto. When it does so it waives its right to file an unfair labor practice charge over the same issue with the appropriate authorities under 5 USC 7116.

- 1) In the case of any grievance which the Union may have against Management or Management may have against the Union, such grievance shall be submitted in writing to the Management Representative, or the Union's Chapter President, respectively, within thirty (30) days after the date on which the Union or Management became aware of the event giving rise to the grievance. It shall contain the following:
 - a) A statement setting forth the facts upon which the grievance is based;

- b) The specific article and section of the Agreement, law, rule, regulation or policy alleged to have been misapplied and/or misinterpreted; and
- c) The correction sought.

2) If requested by either party, a meeting of the Parties will be held within fifteen (15) days after receipt of the grievance. If the Parties meet, a written decision will be issued by the appropriate party within fifteen (15) days after the meeting, or in the event of no meeting, within thirty (30) days after the date the grievance is filed. The written response will include a statement of Management or the Union's response and a detailed explanation supporting that position.

3) If the matter is still unresolved, the Union or Management may invoke arbitration under the provisions of the Arbitration Article of this Agreement.

Section 11. Employees no longer in Bargaining Unit

If any employee resigns, transfers, or otherwise leaves the bargaining unit by any action before a decision is reached on a grievance which is being processed, action will be stopped, and the Parties will be notified that the case is being closed without decision. A copy of this notification will be made a part of the case file.

Section 12. Settling Grievances

Employees and the Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level. Sharing information and exercising good faith ensure this.

It is agreed that every effort will be made by Management, the Union, and the aggrieved party(s) to settle grievances at the lowest possible level.

Section 13. Information Requests

If the need arises for information, the Union will make a request for information via email, noting the items being requested. A reasonable time shall be allowed for Management to respond to the information request associated with the grievance. All time requirements (days) for the grievance will be paused between the date the information request is received by Management and two business days after the response and information is received by the Union.

Article 9: Arbitration

Section 1. Request for Arbitration

If Management and the Union fail to settle any grievance under the negotiated grievance procedures, such grievance, upon written request by either the Agency or the Union within twenty-one (21) days after issuance of the final decision, may be submitted to arbitration. The party desiring arbitration shall send an email notification to the other party and include "Arbitration Request," on the subject line. The Union shall send the email to the OMI Division Director at the appropriate Center. For Management grievances, Management shall send the email to the Union Chapter President and to the Chief Steward.

The parties shall attempt to agree upon and collectively define and present the specific issue(s) in writing to the arbitrator in advance of any arbitration proceedings.

Section 2. Selection of Arbitrator

Within 15 days after receiving written notification by the other party desiring arbitration, the party invoking arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) impartial persons that have Federal Sector Labor Law experience or to mutually agree to select an arbitrator from a previously requisitioned arbitrator master list. The parties shall share the cost of the FMCS list equally. If a new list is requested, the parties shall meet within fifteen (15) days of receipt of the FMCS list by the parties to select an arbitrator. If the parties cannot agree on one of the listed arbitrators, then the parties will alternately strike one name from the list until only one name remains. The remaining arbitrator will be used to conduct the arbitration. The winner of a coin toss will strike second.

Section 3. Arbitration Expenses

The fee and expense of the arbitrator shall be borne equally by the Union and Management. The arbitrator hearings shall be held during the regularly scheduled workweek. The employee, the employee's representative, and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings. Under no circumstances shall the employee, representative or witnesses be paid overtime for participating in arbitration unless specifically authorized by Management.

Management and the Union agree to share equally the expenses of any mutually agreed upon services in connection with the arbitration proceedings (e.g., court reporters). When a formal hearing is used, verbatim transcription will be utilized if agreed to by both parties. The cost of this transaction service will be equally divided between both parties. If the parties cannot agree to share the cost equally, either party may utilize verbatim transcriptions at its own expense. Either party may request to file a post-hearing brief, subject to the Arbitrator's approval.

The parties agree that arbitrations will be held in Seattle unless mutually agreed otherwise. To the extent available, the arbitrators will be from the geographic area where the arbitration is being held, when conducted in person. If both parties agree, hearings may be held via video.

If the parties agree to postpone, costs will be shared equally. If the case is settled before arbitration proceedings but fees are incurred due to cancellation, both parties equally share the costs. Should either party fail to participate in a duly established arbitration, that party will pay all expenses for that arbitration.

Section 4. Representation Expenses

Each party is responsible for their own costs for representation.

Section 5. Consolidation of Grievances

The parties may mutually agree to consolidate grievances containing substantially common issues of law and fact. The parties will endeavor to accomplish any mutually agreed upon consolidation seven (7) days after a grievance has been referred to arbitration.

Section 6. Limits on Arbitrator

The Arbitrator is bound by law, rule, and regulation. Further, the Arbitrator shall have no authority to alter the terms of this agreement. The decision of the arbitrator will be final and binding on the Parties, subject to the right of appeal set forth in the Federal Service Labor-Management Relations Statute (FSLMRS).

Section 7. Timely Decision

The arbitrator will be requested by the parties to render a decision as soon as possible, but no later than thirty (30) days after conclusion of the hearing or after the submission of closing briefs, if applicable, unless the parties agree otherwise. The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. In matters covered under Title 5 USC 4303 and 7512 which have been raised under this procedure, an arbitrator shall be governed by Title 5 USC 7701.

Section 8. Awards and Exceptions

The decision and award of the arbitrator will be final and binding except that either party may file an exception to the award as provided in 5 USC 7122. The parties retain their rights under 5 USC 7122, 5 USC 7123, and 5 USC 7702. The filing of an exception to the FLRA will serve to stay implementation of any award until the FLRA accepts or denies the appeal. Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement, including remanded awards.

Section 9. Time Limits

All time limits in the arbitration procedure may be extended by mutual consent.

Article 10: Dues Withholding

Section 1. Eligibility

Eligible employees who are members of the Union are permitted to pay dues through the authorization of voluntary allotments from their compensation. This article covers all eligible employees:

- 1) Who are members in good standing with the Union;
- 2) Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for payment of Employee Organization Dues;
- 3) Who receive compensation sufficient to cover the total amount of the allotment.

Section 2. Union Responsibilities

The Union is responsible for:

- 1) Providing Standard Form 1187;
- 2) Notifying the Office of Human Capital Services in writing of:
 - a) Current authorized names and titles of officials who will make the necessary certification of Standard Form 1187 in accordance with this article.
 - b) Any change in the amount of dues to be deducted.
 - c) Any employee who is no longer in good standing within ten (10) days of the date of such determination.
 - d) Forwarding properly executed and certified Standard Form 1187 to the Office of Human Capital Services on a timely basis;
 - e) Keeping the Office Human Capital Services informed of the name, title, and address of the allottee to whom remittance should be sent.

Section 3. NOAA's Responsibilities

NOAA is responsible for:

- 1) Permitting and processing voluntary allotment of dues in accordance with this article;
- 2) Withholding dues on a bi-weekly basis;

- 3) Notifying the Union when an employee is not eligible for an allotment;
- 4) Transmitting remittance checks each pay period to the allottee designated by the Union;
- 5) Providing the Union, upon request, a list of the amount withheld per employee.

Section 4. Joint Stipulations

The amount of the dues to be deducted as allotments from compensation will normally not be changed more frequently than once each twelve (12) months.

Administrative error in remittance checks will be corrected and adjusted as soon as practicable via check to be issued to the employee organization. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining party agrees to promptly refund the erroneous remittance.

Section 5. Effective Dates

The effective dates for actions under this Agreement are as follows:

- 1) Starting dues withholding: First pay period after date of receipt by Office of Human Capital Services of a properly executed Standard Form 1187. An employee must remain on payroll deduction for one (1) year after commencement of dues withholding.
- 2) Changes in amounts of dues: First pay period after receipt of certification by the Office of Human Capital Services.
- 3) Revocation by employee of dues withholding may be made by use of Standard Form 1188 or by memorandum after withholding has been in effect for at least one year. After the expiration of a one-year period during which an assignment may not be revoked, an employee may initiate the revocation of a previously authorized assignment at any time that the employee chooses.
- 4) Termination due to loss of membership in good standing: First pay period after receipt of notification by the Office of Human Capital Services.
- 5) Termination due to loss of exclusive recognition on which allotment was based: First pay period after date of receipt of notification by the Office of Human Capital Services.

Article 11: Safety and Health

Section 1. General

Management and the Union agree that addressing the safety and health of employees is of the utmost concern for all parties. Both the Northwest and Alaska Fisheries Science Centers have a history of excellence regarding the safety of employees due in part to the past collaboration between management and employees. All parties will make efforts to ensure a safe working environment for employees under the many different working conditions under which they must operate in order to meet the mission of NOAA, NMFS, and the Science Centers.

Management and the Union recognize the suite of environments that employees work in to complete the mission of the Agency, including standard office work, laboratories, temporary and permanent field camps, small boats, dive operations, NOAA Ships, commercial fishing vessels chartered to conduct research, commercial fishing vessels engaged in fishing activities, small craft operations, and work based out of aircraft. Transits to and from field locations, embarking and disembarking vessels, and similar activities can be especially fraught with risk. Management and the Union agree to work together to provide a work environment free of recognized manageable hazards with a goal to prevent and eliminate accidents and injuries. It is both the Management's and the Union's goal to comply with applicable federal, state, and local laws and regulations protecting the working environment, health, and safety of the employees covered by this Agreement.

Section 2. Occupational Safety and Health Program

Management shall institute an effective occupational safety and health program meeting the requirements of Executive Order 12196 and 29 CFR 1960. Management and the Union shall consult and/or negotiate on any proposed changes or recommendations relative to safety and health policies and/or standards, as appropriate in accordance with Federal laws and government wide rules and regulations.

Section 3. Working Conditions

Management will attempt in good faith to provide safe and sanitary working conditions and equipment in accordance with applicable Federal laws and government wide rules and regulations. Management agrees to ensure, to the extent possible, adequate lighting, heating, and ventilation in work areas, and shall not require employees to work in unnecessarily crowded, dark, cold, or unventilated areas. Regarding the adequacy of light, heat, ventilation, and space in any work areas, Management will consider and respond to recommendations of Safety Committees or from individual employees.

Work in the field (small boats, dive operations, stream surveys, vessels, field camps, aircraft) can be especially hazardous in part due to the fatigue brought on under adverse working conditions. To address this issue:

- 1) Policies should be established that allow employees to gain enough rest to maintain safe working operations. These policies should address overall length of deployments, amount of work expected per day, time periods between operations, and other such matters.
- 2) These policies should then be communicated to the appropriate NMFS field authorities (e.g. supervisors, project leaders, cruise leaders, field party chiefs, and deck bosses) so that they are aware of the policies and can plan accordingly.
- 3) Policies should be developed in concert with the Safety Committees and communicated to staff.

In the field, weather can be the strongest determinant affecting safety of operations. Type of operation, size of vessel, type of aircraft, area of operation, and many other factors affect weather-related operational safety such that a single factor (e. g., Beaufort scale) cannot be set as the threshold at which operations should cease. Those field personnel invested with responsibility to accomplish work should be trained to recognize weather-related safety thresholds as they apply to current operational parameters and be given authority and support to suspend operations when necessary and/or advisable. Staff should also be trained to recognize safety thresholds and be encouraged to discuss the issues with the appropriate field authority when they feel the threshold is being approached.

Section 4. Safety Committee

The Union shall designate persons to serve on the Safety Committees established at each Science Center. There shall be one (1) Union designee for each Safety Committee. Management and the Union may mutually agree to increase union representation. The Safety Committee(s) will perform the following functions:

- 1) Identify any environmental conditions appearing not in accordance with applicable Federal laws and Government wide rules and regulations or considered to be potentially harmful or injurious to health, safety, or comfort of employees. If it is determined that harmful or unsafe conditions exist, and that these conditions pose an immediate and urgent risk for employees, the Committee shall immediately notify the authority identified by Management, specifying the problem. The Safety Committee may also provide a recommended action.
- 2) Receive the results of incident investigations and make recommendations to the appropriate Director regarding policies or other corrective actions to prevent future incidents. Types of incidents subject to investigation are specified in NAO 209-1A and NOAA Manual 209-10.

- 3) Investigate, report, and suggest corrective action for unsafe working conditions referred to the Committee for action following protocols agreed to by Management and the Union.
- 4) Meet at regularly scheduled intervals and compile minutes of each meeting describing the Committee's and fellow workers' contributions to safety.
- 5) Make the results of Safety Committee meetings, minutes, findings, and actions readily available to employees. The Safety Committee meeting minutes shall be posted in an easily accessible form on each Center's intranet.

Section 5. Safety Inspections

There shall be an annual safety inspection of all areas occupied by the employees. A Union Representative shall have the right to participate in the inspection. Management will provide adequate notice to the Union prior to conducting safety inspections. When scheduled safety inspections are made pursuant to OSHA or other statutes or regulations in areas where unit employees work, the Union will be notified, and a Union Representative may accompany the inspector or inspecting team. Management agrees to provide the Union with information on safety inspections, serious accidents, and occupational illnesses within the limitations of the Privacy Act and security requirements, whether they occur in the field or the office.

Section 6. Notification of Safety Concerns

Management and the Union shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions. Employees will report unsafe and/or unhealthy conditions or incidents to their immediate supervisor or other appropriate authority if the supervisor is unavailable. If requested, the anonymity of the employee will be protected to the extent possible. No reprisal will be taken against the employee for reporting unsafe practices, conditions, or suspected health and safety violations.

The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. When confronted with unsafe working conditions, an employee should let their supervisor or other appropriate authority know about the problem and discuss solutions before refusing to work. This action may also serve to prevent fellow employees from being exposed to the same risk.

Section 7. Safety Gear and Personal Protective Equipment

Employees will be provided at no cost to them the necessary safety gear and personal protective equipment (PPE) to perform their assigned duties. Requests for safety gear and/or PPE may be made by bargaining unit members to their supervisor or developed through the Safety Committees. This may be done in consultation with the Safety and Environmental

Compliance Officer (SECO) or other appropriate authorities. The bargaining unit member's supervisor will then determine the best way to meet the request. Cleaning and repair of issued safety gear and PPE shall be provided by Management as needed.

Section 8. On the Job Injury or Illness

Employees shall report to their supervisor all injuries or near misses which occur on the job, no matter how slight. Employee illnesses should be reported if the illness was caused by a condition on the job or could impair the health or safety of others or the mission. An employee need only provide sufficient information about any illness to allow a supervisor to make informed safety decisions. Management will have procedures to record concerns, injuries, and illnesses; note what actions are taken; and provide an annual summary. Any employee's medical condition or history will be treated in a confidential manner and will not be included in any report or summary. The Union will assist Management to the extent possible in using these data to mitigate safety issues and provide improved working conditions. No reprisal will be taken against the employee for reporting injuries, illnesses or near misses.

Section 9. Charter Vessels

Vessels chartered by the Alaska and Northwest Fisheries Science Centers upon which employees are to be stationed shall meet safety and personal comfort standards defined in vessel-selection materials and processes. Management and the Union, primarily through the Safety Committees, shall ensure that appropriate standards are described and that materials are updated for each vessel-selection cycle. Serious safety matters should be addressed within each cycle through appropriate contract modification processes. While at sea, the field party chief or other NMFS authority shall suspend operations if serious safety issues arise with the vessel or other items over which the charter operator has control. Suspension of operations can be temporary, until the safety issue is resolved, or permanent, ending the cruise leg if necessary.

The Alaska and Northwest Fisheries Science Centers shall also address safety and personal comfort standards for employees stationed on vessels through internal operating procedures for those items over which Management retains direct control.

An annual post field season debrief should occur in which all safety and personal comfort issues that arose can be described and methods of resolution discussed. Information from these meetings should be incorporated into the next seasons' activities prior to vessel selection or departure and appropriate training provided. Past performance on safety should be an important selection criterion for vessels and a means to better prepare field staff in charge of operations from the NMFS side.

Section 10. Aviation Safety

The policy and procedures established in NOAA Aviation Safety Policy, NAO 209-124 will be followed. Requests for aviation safety equipment beyond that required by the NOAA Aviation

Safety Policy may be made by bargaining unit members to their supervisor. This may be done in consultation with the SECO's at each Center. The bargaining unit member's supervisor will then determine the best way to meet the request. Upon request, supervisors will help employees overcome administrative issues related to certifications, to the extent possible.

Section 11. Safety Training

All training necessary to the safe conduct of assigned duties and the response to catastrophic events will be provided by Management. Standards will be set in coordination with Safety Committees on the types of training employees must have before they can complete specific assigned duties, such as time aboard chartered fishing vessels, aerial surveys, use of hazardous materials, and other job-related activities. Systems shall be in place to track each staff member's participation in and successful completion of safety training. Only authorized employees with appropriate training will be permitted or required to operate machinery or equipment or to perform work that could cause injury to an inexperienced operator or endanger other employees. Non-employees (i.e. contractors, interns, etc.) who go to sea shall have adequate safety training so as not to endanger their own or other staff members' health and safety.

Section 12. Smoking

Management will make reasonable efforts to accommodate smokers and non-smokers to their mutual satisfaction consistent with existing law and regulations.

Section 13. Medical Monitoring

Medical monitoring and record keeping will be done in accordance with the requirements of the Occupational Safety and Health Act of 1970 specified in Title 29 Code of Federal Regulations (CFR) in Parts 1910 (General Industry), 1913 (Medical Records), 1917 (Maritime Terminals), 1926 (Construction), or 1960 (Basic Program for Federal Employees) whichever is most applicable.

Requirements for hazard analysis and medical monitoring can be found in 29 CFR 1910:

- 1) Subpart G - Occupational Health and Environmental Controls
- 2) Subpart H - Hazardous Materials
- 3) Subpart I - Personal Protective Equipment
- 4) Subpart T - Commercial Diving
- 5) Subpart Z - Toxic and Hazardous Substances

These requirements can also be found in the analogous subparts in Parts 1917 and 1926.

Section 14: Workplace Harassment

Management and the Union will promote a work environment that is free from harassment, which includes bullying, offensive comments/conduct, or workplace violence, whether or not the employee is a member of a protected class.

Management recognizes bullying in the workplace is a very serious matter which can lead to a hostile work environment; therefore, bullying will not be tolerated. Bullying can create a toxic environment harmful even to those who are not directly affected and can have a chilling effect on employees in their performance, withdrawing and being less engaged or productive, and may be less likely to stay at their job as they feel less valued.

Workplace bullying is repeated abusive behavior that is threatening, humiliating, or intimidating. It may be direct or indirect, whether verbal, physical, or otherwise, by one or more persons against another or others, at the place of work and/or in the course of employment.

Workplace violence, including threats of violence by or against an employee, will not be tolerated. Additional information can be found in the Department of Commerce policy document titled [Addressing Workplace Violence](#) (OWR-09). Employees who feel that they have been subject to a hostile work environment as a member of a protected class should refer to DAO 202-955, Allegations of Harassment Prohibited by Federal Law.

All reports of workplace violence (which may include bullying) are taken seriously and dealt with appropriately. Individuals who engage in workplace violence or other disruptive behavior may be removed from the premises and may be subject to disciplinary action (up to and including removal), criminal penalties, or both.

If management fails to address reports of bullying or workplace violence, the employee may file a grievance under Article 8.

Article 12: Labor Management Relations Training

Section 1. Training Time

Management agrees to grant official time to employees who are officially designated Stewards, elected and/or appointed union officials or negotiating team members - workload permitting - to attend training sessions and union related conventions and/or meetings in Labor-Management relations where such sessions, or components of such sessions, are designed to orient and brief such employees in matters concerning basic statutes, regulations, policies, and negotiated agreements affecting working conditions, federal requirements, and local personnel policies, practices, and procedures, and where not prohibited by the Federal Service Labor Management Relations Statute.

Requests for training under this article must be submitted in writing, through the immediate supervisor with a cc to the OMI Director of the respective Center for determination with as much advance notice as practicable, usually thirty (30) days prior to the designated training date. The request will contain pertinent information regarding the duration, purpose, and nature of the training.

The Union is limited to a total of one hundred eighty (180) hours every calendar year for this purpose. Management may grant additional time at their discretion.

Section 2. Expenses

Management will pay travel expenses for one Union Representative to attend IFPTE Legislative Advocacy Week every year it occurs (two of every three years).

Management, at its discretion, may pay for additional travel expenses associated with training under this article. Management will not pay course fees or any other incidental costs to this training.

Article 13: Communications and Facilities

Section 1. Distribution of information

Official publications of the Union, which may include newsletters, fliers or other notices, may be distributed on Agency property by employee representatives during non-duty time. The Union may distribute printed notices or post bulletins at each Laboratory, Office, or Field Station included in the Unit of recognition.

- 1) Literature posted or distributed will not contain language which is defamatory against Management, individuals, or activities of the Federal Government.
- 2) Violations of standards concerning content and distribution of literature will be grounds for revocation of these privileges.
- 3) The Union is responsible for the content of all union materials posted or distributed.
- 4) Material shall be pertinent to the conduct of workplace business and not related to partisan political matters.

Section 2. Union Intranet Page

Management agrees to post to an intranet page directional union information. The intranet page is not to be used for internal union business or announcements. This intranet page will point to the Union's official web page for those purposes.

The Union intranet page will be limited to the following:

- Name of the union
- Brief statement on what staff the union represents
- Names and contact information for union officers (president, chief steward, stewards)
- A list of standing committees with a designated union seat (Center specific)
- A link to this Collective Bargaining Agreement (pdf)
- A link to the Department of Commerce (DOC) annual Weingarten Rights statement (pdf)
- A link to the Union's official web page
- Major announcements mutually agreed upon by Management and the Union

Changes to the intranet page will be submitted to a designated Management POC at each Science Center to update. Only Management POCs will have access to post to the pages. The Union will not have direct access to this site to make changes.

Section 3. Bulletin Boards

Management will provide the Union with bulletin boards in each of the following locations:

- 1) AFSC Western Regional Center, Building 4, 1st and 2nd floor main entrances
- 2) AFSC Kodiak Laboratory
- 3) NWFSC Montlake East Building, 1st floor lunchroom
- 4) NWFSC Manchester Field Station
- 5) Hatfield Marine Science Center - Newport, OR

Union posting will be maintained in an orderly condition.

Section 4. Office Equipment

Management agrees that the Union may have reasonable use of telephone service, fax machines, e-mail, photocopy machines, computers and printers, and regular mail/postage for the purpose of preparing for or facilitating labor-management relations activities (e.g., communication of information), or any other purpose for which official time is permitted under this Agreement. The Union will ensure that its use of the above listed equipment does not unduly interfere with the normal operations of the office.

The above-listed equipment may not be used to conduct internal union business. Furthermore, the parties agree that employees using the above-listed equipment shall be in non-duty or official time status, and shall not impede the work of the Agency.

Article 14: Duration and Term of Agreement

Section 1. Duration

The effective date and the anniversary date of this agreement shall be the date of approval by the U.S. Department of Commerce at Agency Head Review (AHR), or on the 31st day after execution if the Agency Head does not approve or disprove the agreement. This agreement shall remain in full force and effect for a period of three (3) years from its effective date and shall automatically be renewed for one (1) year on the anniversary date thereafter. Between one hundred twenty (120) and sixty (60) days prior to the renewal date, either party can give written notice to the other of its desire to amend, renegotiate, or terminate the Agreement. Both parties agree that renegotiation will begin within sixty (60) days of the notice. The parties may extend this timeframe by mutual agreement. The Agreement may be rolled over on a yearly basis by mutual agreement. The present Agreement will remain in full force and effect until a new agreement passes ratification and Agency Head Review. This agreement shall remain valid so long as the Union is entitled to exclusive recognition under the Act.

Section 2. Amendments

This agreement may be opened for amendment of existing articles by mutual consent of the parties at any time after it has been approved and validated. Any requests for amendment shall be in writing and include a brief summary of the requested amendment. The responding party will meet with the requestor within fifteen (15) days to discuss the amendment, and the parties shall make the decision whether or not to begin negotiations.

Amendment to this agreement may be required due to changes in applicable laws, rules, or regulations issued after the effective date of this Agreement. The Parties shall meet for the purpose of negotiating new language in compliance with these changes. Such amendments will be duly executed and will become effective upon passing Agency Head Review.

Article 15: Alternate Work Schedules (AWS)

Section 1. Coverage and exclusions

All organizational components of the Northwest Fisheries Science Center and the Alaska Fisheries Science Center may participate in this plan. Participation in the program is voluntary, and subject to supervisory approval. While workplace efficiency can often be enhanced, participation is not an employee right. When a supervisor determines that an employee's participation must be terminated, reasonable advance notice will be given (at least one pay period in advance of termination). Employees who choose not to, or are not authorized to participate in the AWS Plan, will be placed on a traditional work schedule.

Section 2. Definitions

Alternative work schedules is an umbrella term that refers to compressed work schedules and flexible work schedules. Compressed work schedule means a fixed work schedule (no flexible time bands) in which an employee can complete the biweekly work requirement in less than ten (10) working days. Flexible schedule means one of several types of work schedules all of which comprise core hours and flexible time bands.

Core hours is a term used in the context of flexible work schedules. It refers to the scheduled hours of the workday during which an employee must either be present at work (on-site or teleworking), on leave, or using credit hours. Core hours are 9:30 am to 2:30 pm, Tuesday through Thursday.

Flexible time band refers to the time periods on either side of core hours during the workday, workweek or pay period within the tour of duty in which an employee can vary arrival and departure time or work credit hours. The flexible time band is 5:00 am to 8:00 pm, Monday through Friday. Support services such as IT, facilities, administration, or security will not be available outside of 6:00 am to 6:00 pm. Visitors are not permitted outside of 6:00 am to 6:00 pm. Employees must follow standard safety protocols at all times. For example, employees may not work solo when such work involves freezer or lab access.

Credit hours are base (non-overtime) hours that an employee on a flexible work schedule elects to work, with supervisory approval, within a flexible time band, and in excess of the basic work requirement in order to have an equal amount of time off on the same or another day, workweek or pay period. Credit hours are specific to flexible work schedules and may not be earned by employees on compressed work schedules because a compressed work schedule is a fixed schedule. The basic work requirement (80 hours in a bi-weekly pay period) must be met (regular and/or leave hours) before credit hours can be earned.

Credit hours earned should not be confused with overtime hours earned. Overtime hours are hours of work that Management officially orders or approves in advance and are in excess of eight (8) hours a day or forty (40) hours a week. Credit hours are base hours that the employee elects to work, with supervisory approval, to vary the length of a workday, workweek or pay period.

Section 3. Authorized Scheduling Options

In addition to the traditional fixed schedule for full-time employees, two categories of AWS schedules, compressed and flexible, are authorized for use by employees, subject to supervisory approval.

Traditional - This fixed schedule for a full-time employee is eight (8) hours a day, plus at least a 30-minute non-compensable lunch period that begins and ends at the same time each day totaling forty (40) hours each week. Examples of traditional schedules are 8:00 am to 4:30 pm, or 8:30 am to 5:00 pm, Monday through Friday.

Compressed - There are two compressed work schedules authorized for use by employees. Compressed work schedules are fixed schedules. Under a compressed work schedule an employee must complete the eighty (80) hour basic work requirement in less than ten (10) workdays. An employee can work four 10-hour days each week in a bi-weekly pay period or eight 9-hour days and one 8-hour day with one day off (also known as 5/4-9 work schedule). A compressed work schedule does not allow flexible arrival and departure times and there is no allowance for credit hours.

Flexible - Flexible work schedules consist of core hours (including a non-compensable lunch period) and flexible time bands. In a flexible environment, employees must be present during core hours but they can deviate from a specified arrival and departure time and work credit hours during the flexible time band.

Maxiflex - This flexible work schedule allows the employee to establish a schedule that meets the basic work requirement of eighty (80) hours in a bi-weekly pay period, given the core hours and other limitations described above, including working fewer than ten (10) days. Credit hours for voluntary work outside of the established schedule may be earned with the supervisor's approval.

Section 4. General Provisions – AWS and Fixed Schedules

Breaks: Breaks are authorized at the discretion of the supervisor. Breaks may not be more than fifteen (15) minutes in length during each four (4) hour period of work. They may not be taken immediately before or after lunch periods or at the start or end of a workday.

Lunch: Every workday of five (5) hours or more will include a non-compensable lunch period of at least thirty (30) minutes. The time is not considered part of the basic workday and is therefore not in a pay status. An employee may not work through the lunch period to shorten the workday, to extend paid time, or to otherwise modify the work schedule.

Leave: An employee taking unscheduled or emergency leave is responsible for notifying his or her supervisor as early as possible, usually at the beginning of the established tour of duty. There are several types of leave, and other approved absences, including annual leave, sick leave, and leave without pay.

Time Accounting: Each Center will use a system of internal controls that ensures (1) proper authorization and approval of T&A transactions, and (2) maintenance of complete and accurate T&A records. On the T&A record, employees will record their time showing hours worked, time used (leave, credit hours, etc.), and time earned (overtime, credit hours earned, etc.). Supervisors are responsible for certifying the accuracy of T&A records and any attachments, ensuring that time accounting is in accordance with this plan and all other legal and policy requirements, and for investigating any time-reporting discrepancies. Disciplinary action will result if T&A violations or abuses are found.

Holidays: The maximum number of hours of administrative leave for a holiday is 8 hours in a day. However, if on a compressed work schedule, employees receive pay for a holiday based on the number of hours they would have worked but for holiday (e.g., 9 or 10 hours).

Travel: For short-term travel (less than one week), the traveler maintains the established AWS schedule. For long-term travel (one week or more), the traveler will convert to an 8-hour, 5-day week for the entire pay period. However, with supervisory approval, an employee may choose to maintain their established AWS schedule. Travel in this context includes field work.

Actual travel time to and from the destination should be scheduled to take place during established working hours. When scheduling is beyond the control of the employee, and travel time occurs outside of the employee's work schedule, employees can earn compensatory time off for travel. The travel must be officially authorized, and must be approved in advance by an authorized agency official, usually the employee's supervisor. When travel time is scheduled for the convenience of the employee, it is generally not creditable for compensatory time off for travel. Travel time between the airport and home is not considered travel time. Compensatory time for travel is kept separately from non-travel related compensatory time.

Section 5. Process

- 1) Employees may request an alternative work schedule by submitting an application form through their supervisor.

- 2) The supervisor will review and approve/disapprove the request based on operational needs and employee work performance. If disapproved, the supervisor will provide the basis for this decision to the employee.
- 3) All AWS applications (approved and disapproved) are maintained in the employee's time and attendance record. New work schedules must start at the beginning of the pay period.
- 4) In those instances where the supervisor believes the work requires a schedule different from that proposed by the employee, the supervisor and the employee will work together to develop an acceptable schedule. If an acceptable schedule cannot be agreed upon, the matter will be referred to the Division Director for independent review and decision.
- 5) Employees should check with their supervisor or administrative professional when questions arise.

Article 16: Telework

Purpose and Application

The parties agree that bargaining unit employees may telework consistent with the 2021 Department of Commerce Telework Policy subject to mission requirements and applicable law, government wide rules and regulations.



**National Oceanic and Atmospheric Administration
Telework Implementation Plan
October 2021**

Approved by: _____

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**Director
Office of Human Capital Services**

**National Oceanic and Atmospheric Administration (NOAA)
Telework Implementation Plan
October 2021**

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**National Oceanic and Atmospheric Administration (NOAA)
Telework Implementation Plan
October 2021**

I. INTRODUCTION

Telework is a flexible work arrangement under which an employee performs the duties and responsibilities of their position and other authorized activities from an approved alternative worksite other than the employee's designated traditional Federal workplace.

Telework is a workplace flexibility management option to facilitate the timely and effective accomplishment of the work of the office. An employee's decision to elect to telework is entirely voluntary (unless the employee is designated an "emergency" employee or is designated as a member of the Emergency Response Group).

The NOAA Telework Implementation Plan is consistent with the provisions of the [Telework Enhancement Act \(Act\) of 2010 \(Public Law 111-292, October 9, 2010\)](#), the [Department of Commerce Telework Plan \(August 2021\)](#), and the Office of Personnel Management's (OPM's) policies contained in their [Guide to Telework in the Federal Government, Governmentwide Dismissal and Closure Procedures \(November 2018\)](#), and OPM's [Additional Guidance on Post-Reentry Personnel Policies and Work Environment](#).

The law and policies are intended to promote:

- Recruiting and retaining the best possible workforce;
- Continuing operations during emergency conditions (including pandemic health crises);
- Reducing costs related to employee turnover and absenteeism;
- Reducing real estate and transit costs; and
- Enhancing work-life balance by allowing employees to better manage their work and personal obligations.

NOAA and the Department of Commerce (DOC) recognize that a well-managed, widely used telework program has the potential to lead to benefits such as:

- Improved marketability (as a more competitive and inclusive employer);
- Reduced commuting time (that can contribute to an improved quality of work/life balance);
- Cost savings (in areas such as recruitment and retention of employees); and
- An improved Continuity of Operations Plan (COOP).

NOAA supports and encourages telework as a major element in its efforts to reduce its facility space requirements, thereby reducing its energy consumption, greenhouse gas emissions, surface ozone, rent, and other operating costs.

The operational needs of NOAA supersede an employee's desire to telework. In addressing any application for telework, including an application to continue, modify, or terminate an employee telework arrangement, management will consider the following:

- Operational needs and work requirements of the organizational unit,
- Duties of the position, and,
- Employee conduct, performance, and capacity or demonstrated ability to telework.

While approval is at the sole discretion of the supervisor, it may not be based on mere managerial preference. The aforementioned criteria will be reviewed using the NOAA

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Telework Eligibility and Readiness Assessment. Employees do not have an entitlement to telework, nor do employees who currently telework have an automatic right to continue teleworking.

DOC encourages participation at a rate of at least four (4) days per pay period for all supervisory and non-supervisory employees with sufficient amounts of portable work. Where a position is not suitable for significant amounts of telework, supervisors are encouraged to use telework as a means for greater flexibility to the extent possible.

II. REFERENCES

Telework Enhancement Act of 2010, Public Law 111-292, December 9, 2010
OPM, Guide to Telework in the Federal Government (2010)
OPM, Governmentwide Dismissal and Closure Procedures (November 2018)
OPM, Additional Guidance on Post-Reentry Personnel Policies and Work Environment
DOC Teleworking Plan, August 2021
5 CFR § 531.605 - Determining an employee's official worksite
5 U.S.C. § 6329c - Administrative Leave Act

III. DEFINITIONS

Agency Worksite – The location from which work would have been performed had the employee not entered into a telework or remote work arrangement. For teleworkers, this is the same as the traditional worksite.

Alternative Worksite – The employee's residence, or a location other than the traditional worksite which has been approved by the manager/supervisor for the performance of the employee's official duties. For purposes of telework, the alternative worksite is considered an official Government worksite.

Approving Official – The immediate supervisor, unless an office has issued a standard operating procedure requiring approval at a high level.

Domestic Employee Teleworking Overseas (DETO) – Overseas work arrangement where a Federal Executive branch employee performs the work requirements and duties of their domestic Civil Service or Foreign Service (FS) position from an approved overseas location via a DETO Agreement. Employees have no authorization to telework from a foreign location without an approved DETO Agreement. DETO agreements are not needed for U.S. territories or possessions.

Eligible Employee – All employees are considered eligible to telework unless:

- 1.) the employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year (there are no exceptions); *or*
- 2.) the employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (there are no exceptions), *or*

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- 3.) the employee’s performance does not comply with the terms of the written agreement between the approving official and the employee (see **Telework Agreement**).

Eligible Position – See **Position Suitability**.

Emergency Response Group (ERG) Member – A person assigned responsibility to report to an alternate site, be on call, or serve as backup, as required, performing agency-essential functions or other continuity of operations-related duties.

Essential Functions – Functions that enable the Federal Government to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.

Evacuation Pay and Special Allowances – Consistent with NOAA Administrative Order (NAO) 202-1110, during a pandemic health crisis or other emergency situation, the NOAA Administrator may:

- 1) order one or more employees to evacuate their worksite and provide them with evacuation pay and special allowances; or
- 2) Approve evacuation pay and special allowances to an employee or employees in receipt of an evacuation order from a State, Local, or Federal authority.

An employee in receipt of evacuation pay may be required to work from a “safe haven” (usually their homes or an alternative location mutually agreeable to the agency and employee) without regard to whether the agency and employee have a telework agreement in place when the order to evacuate is issued. An evacuated employee at a safe haven may be assigned to perform any work considered necessary or required to be performed during the evacuation period without regard to the employee’s grade/band, level, or title. The employee must have the necessary knowledge and skills to perform the assigned work. Failure or refusal to perform assigned work within the employee’s knowledge, and skill level, except when the failure is due to circumstances beyond the employee’s control related to the evacuation, can be a basis for disciplinary action and termination of evacuation pay.

Hoteling – Telework arrangement in which employees are not assigned permanent space in their designated traditional worksite, but share offices and conference space as necessary when working at the traditional worksite. Such space is assigned by reservation, much like a hotel. NOAA encourages Line and Staff Offices to establish hoteling and space sharing arrangements for all employees who telework three (3) or more days per week.

Mobile Workers – Employees who, by the nature of their duties, do not have a designated traditional agency worksite, and they typically use their home as their duty station. Due to the nature of their work, they *are not* considered telework-ready employees. **Note:** This is different from ‘hoteling’ arrangements, in which frequent telework-ready employees use shared space when they are working at their designated traditional worksite.

Official Duty Station – Location of an employee’s position of record where the employee regularly performs their duties (i.e., normally this means the location at which the employee

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works for the majority of their working time). If the employee's work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as determined by the manager/supervisor. An employee's official duty station determines the appropriate locality area for pay purposes for General Schedule or equivalent employees as well as entitlement to travel and relocation expenses under the Federal Travel Regulations (FTR).

Officially Disciplined – A disciplinary action that results in the placement of a document in an employee's official personnel file (OPF); the bar on telework participation remains in effect as long as the document stays in an employee's OPF. A suspension or termination related to the items mentioned in the Telework Enhancement Act of 2010, Public Law 111-292 that results in a document (Standard Form (SF)50) that permanently remains in the OPF would result in permanent prohibition in telework participation.

Position Suitability – A position is suitable for telework unless the official duties require *on a daily basis* (every workday) the direct handling of secure materials determined to be inappropriate for telework by the head of the bureau/operating unit; or the performance of on-site activities that cannot be performed at an alternative worksite.

Routine Telework – Telework that occurs as part of an ongoing regular/recurring schedule such that the employee typically teleworks on the same day(s) during each biweekly pay period or a series of pay periods.

Remote Worker (Within the USA and its Territories) – An alternative work arrangement by which an employee is scheduled to perform the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite (e.g., home, other alternative location) other than the employee's traditional worksite, either within or outside of the locality pay area of the traditional worksite and is *not* scheduled to report to the traditional worksite *at least twice* on a regular/recurring basis each pay period. The duty station must be changed to the alternative worksite for pay purposes, relocation expenses, travel expenses, etc., and must be documented on the employee's SF-50, *Notification of Personnel Action*, even if the alternative worksite is within the same locality pay area as the traditional worksite. Remote work is not considered to be Telework under the Telework Enhancement Act.

Remote work guidance based on OPM guidance (including already provided OPM guidance that may form the basis of pilot programs) will be provided in a separate policy. Note: For Remote Work outside of the USA, see Domestic Employee Teleworking Overseas (DETO).

Situational Telework – Telework performed on an ad hoc, occasional, episodic, one-time, or irregular basis, including **Unscheduled Telework**, and modifications to an employee's **Routine Telework** schedule.

Telework – Telework, known as “telecommuting,” refers to a paid, flexible workplace arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite, and is scheduled to report to the traditional worksite at least twice each pay period on a regular/recurring basis. The official duty station remains the traditional worksite.

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Telework Agreement – A signed written agreement between the employee and their supervisor/manager which provides the terms of the telework arrangement and contain the requirements under Section XII of this policy. NOAA considers all telework agreements to encompass both the written application/agreement form, any addendums and additions to the form, as well as the employee’s Performance Plan.

Telework-Ready Employee – An employee who occupies a position suitable to telework and has:

- Completed the required one-time telework training for employees via the Commerce Learning Center (CLC);
- A signed individual telework agreement;
- The required technological necessities to telework (i.e., Computer, internet access, electricity, telephone, etc.);
 - Note: the Telework Agreement should specify the necessary equipment and whether it will be provided by the government or the employee.
- A safe and appropriate approved alternative work site.
- Has sufficient work that can be completed at the alternative work site.

Temporary Duty (TDY) Location – A place, away from an employees’ official duty station, where the employee is authorized to travel. Employees on TDY may be permitted to telework consistent with their agreements. Note: Employees on TDY in foreign locations are not considered to be DETOs, but must receive permission from their manager/supervisor before engaging in telework activities; consideration should be given to potential security issues associated with remotely accessing government systems in the foreign location.

Traditional Worksite – See **Agency Worksite**.

Unscheduled Telework – A subset of Situational Telework that is available in response to an office closure, weather, or safety event. This type of telework is authorized by OPM or an appropriate agency official in response to an appropriate event or condition effecting an employee’s duty station.

IV. TELEWORK STRATEGIES

- A. **Agreeing to Telework.** An employee’s decision to telework is voluntary unless telework is a condition of employment (i.e., the employee is designated an “emergency employee”) or is required to continue Government operations in times of emergency (i.e., while in receipt of Evacuation Pay, as a member of the ERG, or as part of the COOP). In these instances, an employee may be required to work at home, or at another approved alternative worksite.
- B. **Types of Telework.** It is NOAA’s policy to allow eligible employees to work at alternative work sites away from their official duty stations, consistent with the needs of their office, during their regular tour of duty. Employees may be approved for Routine and/or Situational Telework.

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C. Telework Conditions

1. Routine Telework schedules and use of Situational Telework must be approved by an approving official (i.e., supervisor) and may not be changed without prior approval.
2. Employees approved for Routine Telework may be granted Situational Telework when business or personal needs require a short-term change to the telework arrangement, such as switching a scheduled telework day with a day the employee would otherwise report to the agency worksite or adding additional telework days. See “Temporary Telework Arrangements” below for additional details.
3. An employee’s use of telework does not adversely affect their option to use an alternative (flexible or compressed) work schedules.
4. Unscheduled Telework does not require advance approval. When OPM makes an announcement of “Unscheduled Telework” and it is not the employee’s regularly scheduled telework day, the employee may choose to perform unscheduled telework in lieu of reporting to the agency worksite. The employee’s decision is not subject to prior approval by the supervisor. However, the employee must notify their supervisor in accordance with the applicable procedures of the office.
5. In rare circumstances, management may find it necessary to require a teleworking employee to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference) on their scheduled telework day. This should not be a last-minute request, but a special work circumstance that both the supervisor and employee know about, discuss, and plan in advance as the special work requires.
6. Communications systems and procedures to conduct telework are to be in place to support telework in an emergency, including a communication process to notify ERG personnel, emergency, and non-emergency employees of the activation of the agency’s emergency plan, and the agency’s operating status during the emergency.
7. All employees designated as “emergency,” as members of the ERG, or have responsibility during activation of the COOP, must have an approved individual telework agreement. Note: Employees required to telework only as a result of emergency or ERG responsibility are not required to telework on a regular, unscheduled, or ad hoc basis and will not be subject to telework requirements during office closures. Their individual telework agreement should specify whether they elect to telework outside of their emergency

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requirements (and are therefore subject to the normal telework requirements therein).

8. Time and Travel Conditions:
 - a. An employee who is required to travel between their traditional worksite and alternative worksite after the beginning of their work day is considered to be working during the travel, unless Weather and Safety Leave is warranted (See OPM's Governmentwide dismissal and closure procedures for guidance.).
 - b. To reduce government liability and maximize productivity, managers should avoid requiring or permitting employees to travel from their alternative worksite to an agency worksite during the work day. If the requirement to report to the worksite is known prior to the day that the employee is required to report to the worksite, employees should instead be directed to report for a full day of work at the agency worksite. At an employee's request, managers may permit employees to travel from their traditional worksite to their telework location to complete their work day; this travel must be accomplished on personal time (e.g., lunch or during flexible bands) or on approved personal leave.
 - c. Telework-ready employees scheduled to telework during their regular tour of duty on a day when their office is closed (or when other employees are dismissed early) are not entitled to receive overtime pay, credit hours, or compensatory time off in lieu of overtime payment for performing work during their regularly scheduled hours.
 - d. Employees voluntarily participating in the telework program are required to telework when offices are closed as a result of a weather or safety incident. Employees may be granted personal leave in lieu of teleworking or may be excused from teleworking consistent with the guidance provided in Section VII below.
 - e. All time teleworked in a pay period will be recorded per instructions in the appropriate time and attendance system.

- D. **Maximum Amount of Telework.** The maximum number of days an employee (including part-time employees) may perform routine or situational telework during a pay period is left to the discretion of the approving official, except that an employee must be regularly scheduled to report to the agency worksite at least twice per pay period on a recurring basis.

The twice per pay period requirement is irrespective of the number of hours spent performing work at the agency worksite; therefore, an employee on an Alternative Work Schedule may spend fewer than 16 hours each pay period at the agency worksite, as long as they have reported on two separate work days.

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The approving official's determination must be based on the employee's readiness to telework, the functions of the position, and the operational needs and work requirements of the organizational unit, not mere managerial preference.

An employee may be permitted to telework in excess of this maximum situationally or temporarily as long as there is a reasonable expectation that such employee will return to their routine telework arrangement in the foreseeable future. While there is no specific time limit on these situations, as durations increase supervisors must ensure the circumstances clearly support the temporary nature of the arrangement. See "Temporary Arrangements" in Section XIII for additional details.

E. Teleworking and Care of Elders, Children, and other Dependents.

If alternative caregivers are available (i.e., spouse, babysitter, etc.), or the dependents are able to care for themselves for part or all of the workday (such as older children), then their presence at the worksite would not interfere with the employee performing their duties; therefore, telework in these circumstances may be performed while dependents are at the telework location. Employees should coordinate with their supervisors to use flexible schedules, appropriate leave, or other arrangements to account for their time spent engaging in dependent care.

The above guidance also applies in the event of an office closure that results from a weather or safety emergency that also impacts the availability of dependent care (i.e., schools and/or care facilities are closed or inaccessible). However, if these circumstances significantly diminish an employees' ability to perform agency work, or if the supervisor or a Line or Staff Office policy bars telework in a given dependent care situation, the employee will not be considered telework-ready and therefore must be granted Weather and Safety Leave.

F. Teleworkers and Non-Teleworkers Shall be Treated the Same for Certain Purposes:

1. Periodic appraisals of job performance of employees;
2. Training, rewarding, reassigning, promoting, reduction in grade, retaining, and removing employees;
3. Work requirements; and
4. Other acts involving managerial discretion.

Note: While managers may require that teleworking employees be available for telephonic or video meetings and respond within reasonable periods of time to impromptu meeting requests (as they would expect of employees in the office), managers may *not* require employees to keep their video or telephone conferencing channels open for prolonged periods of time to facilitate spot checking of work.

G. Training Requirements. All employees interested in teleworking must successfully complete the required telework training for employees via the CLC before they may be approved to telework.

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The approving official for individual telework agreements must have completed the required telework training for managers via the CLC before they can approve any individual telework agreements.

V. ELIGIBILITY CRITERIA

- A. **Non-Discrimination.** Participation in telework is open to all eligible employees without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factors.
- B. **Employee Eligibility.** All NOAA employees are initially considered eligible to telework subject to the following statutory exclusions:
- a. The employee has been officially disciplined for being absent without leave (AWOL) for more than five (5) days in any calendar year; *or*
 - b. The employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; *or*
 - c. The employee's performance at the time they request to telework is at least "Fully Successful" or the equivalent (a rating of 55 under Commerce Alternative Personnel System (CAPS)) and the performance of the employee does not comply with the terms of the telework agreement. Note: The duration of a performance-based exclusion is at the discretion of the employee's supervisor; supervisors need not exclude employees until they receive a formal performance review and may permit an employee to telework when they feel their performance has reached the "Fully Successful" level.

If an employee is determined to be ineligible to telework due to these exclusions, the employee will receive a written determination from the approving official within 10 working days of the employee's request to telework.

- C. **Position Suitability.** The employee is not eligible if the employee's position requires the employee to perform the following types of work on a daily basis (every work day)
- a. Direct handling of secure materials determined to be inappropriate for telework by the agency head;
 - b. On-site activity that cannot be handled remotely or at an alternative worksite; *or*
 - c. The employee is a mobile worker (not eligible due to the nature of work)
- These determinations must be made position-by-position, based on the duties of the position and the needs of the service.

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VI. ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES

It is important to distinguish between ordinary requests to telework and requests from persons with disabilities for reasonable accommodation. Approving officials/supervisors should consult Department Administrative Order (DAO) 215-10, "[Reasonable Accommodation Policy](#)," and the Office of Human Capital Services (OHCS) as part of the interactive process established by the Rehabilitation Act, in order to fully understand supervisors' responsibilities under the law.

As governed by Section 501 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et. seq., the Rehabilitation Act and [DAO 215-10](#), the determination as to whether an employee may be granted telework as a reasonable accommodation due to a disability should be made through the Reasonable Accommodation Coordinator, the employee's first-line supervisor, and the employee.

VII. EXCUSED FROM TELEWORKING

The supervisor, on a case-by-case basis, should excuse a telework-ready employee from duty without charge to paid personal leave or loss of pay during an emergency situation if the employee is prevented from performing work at an approved location due to: (1) an act of God; (2) a terrorist attack; or (3) another condition that prevents the employee from performing work at an approved location. Examples of the latter situation include:

- A. (1) the emergency situation adversely affects the telework site (e.g., disruption of electricity, or network connection problems that prevent telework); or
(2) the telework-ready employee's duties are such that they cannot continue to work without contact with the regular worksite during an emergency situation, and those individuals are not present.
- B. If the telework-ready employee faces a personal hardship that prevents them from working successfully at the telework site, the employee may request the appropriate leave (annual, sick, compensatory, credit hours, compensatory time for travel, weather/safety leave, administrative leave, etc.). The employee may also switch to an alternative work schedule day off, or use "flexing" consistent with the employee's alternative work schedule, if any.

Note: Under certain circumstances, the employee's personal hardship may be a result of weather or safety conditions that permit the supervisor to grant weather/safety leave, such as the need to prepare the home for severe weather, clear snow or ice from the primary egress, or make repairs to damage that threatens the safety of the employee. Supervisors are encouraged to consult with OHCS in determining whether to grant Weather and Safety Leave under these circumstances.

VIII. PERFORMANCE STANDARDS

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Performance standards for telework-ready employees must be the same as performance standards for non-telework-ready employees. Expectations for performance should be clearly addressed in each employee's performance plan. The performance plan should be reviewed to ensure the standards do not create inequities or inconsistencies between telework-ready and non-telework-ready employees. Like non-telework-ready employees, telework-ready employees are held accountable for the results they produce. Resources for performance management are available from OPM at <https://www.opm.gov/policy-data-oversight/performance-management/>; and OHCS's performance management resources portal at <https://sites.google.com/noaa.gov/ohcs/policy-procedures/performance-management>.

IX. ROLES AND RESPONSIBILITIES

A. NOAA/OHCS Telework Program Manager (TPM)

1. Develop, review and update the NOAA Telework Implementation Plan.
2. Maintain a list of the primary telework coordinators (TCs) for each line and staff office.
3. Establish procedures for evaluating the telework program.
4. Provide telework reports, with input from line/staff office TCs, as required by the DOC.
5. Provide advice and assistance to line and staff office TCs on the NOAA Telework Implementation Plan, including working with senior-level managers in establishing and obtaining office telework goals, objectives, and reporting requirements.
6. Answer telework-related questions and providing guidance to the NOAA line/staff office TCs.
7. Develop and conduct telework training to approving officials, managers, supervisors and the Line/Staff Office TCs.
8. Develop a catalog of best practices and lessons learned.
9. Develop and maintain an online telework portal of information.

B. Approving Officials. Approving officials are responsible for the overall management and success of teleworking within their offices, including day-to-day operations. Telework-ready employees and their approving officials are responsible for reviewing the individual telework agreement at least annually to ensure that it is current. The date of the review must be documented.

C. NOAA Line/Staff Office Telework Coordinators (TCs)

1. In consultation with the OHCS TPM:
 - a. Conduct training sessions for their assigned line/staff office to supplement the orientation training provided to all new employees. The training session will provide orientation and training for telework-ready employees and their supervisors regarding the implementation plan and their responsibilities; and
 - b. Provide NOAA procedural program guidance to management and telework-ready employees.

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2. Maintain a central file of all approved individual telework agreements for the personnel in their line/staff office as well as a record of all written denials or terminations;
3. Answer telework-related questions and provide guidance to the employees within their line/staff offices;
4. Develop and implement a reporting system capturing telework participation, hours teleworked (from the time and attendance (WebTA) system), terminations, and denials; and
5. Response to requests for reports consistent with Section XV below.

X. PREPARING FOR THE INDIVIDUAL TELEWORK AGREEMENT

The following actions should be taken when establishing an individual telework agreement:

- A. The employee completes the NOAA Supervisor's/Manager's Telework Eligibility and Readiness Assessment Tool (See Appendix B).
- B. The employee completes the "Telework Application/Agreement and Modification of Telework Agreement" (See Appendix A) and submits it to their supervisor along with the certificate showing successful completion of the required telework training for employees via the CLC.
- C. The employee completes the Telework Safety Checklist (See Appendix C).
- D. The employee and supervisor discuss the expectations in the proposed telework agreement, including the performance levels required of the employee and the results of the NOAA Telework Eligibility and Readiness Assessment Tool.
- E. If the supervisor is not the approving official, the supervisor will forward the telework agreement to the approving official with their recommendations.

XI. TELEWORK AGREEMENTS

A. Duration of Telework Agreements

1. Approving Officials should determine the duration of the telework agreement. Telework agreements may be considered indefinite and do not require an expiration date. Approving Officials are encouraged to regularly review telework agreements with participants and make adjustments, including terminations, when requested by employees or determined to be necessary by management. All agreements must be reviewed at least annually. NOAA suggests these reviews be completed during the employee's annual or semi-annual performance management reviews.
2. An employee may *not* telework if they do not have a current approved telework agreement in place.
3. In accordance with [5 U.S.C. § 6502\(b\)\(3\)](#), an employee is not authorized to continue teleworking if the performance of that employee does not comply with the terms of the written telework agreement between the approving official and the employee (see "B" below).

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B. Modification and Termination of Telework Agreement. The operational needs of NOAA supersede an employee’s desire to telework. In addressing any application for telework, including an application to continue teleworking, or in making a decision to modify or terminate an employee telework arrangement, management will first consider the operational needs and work requirements of the organizational unit, the duties of the position, and, through the NOAA Telework Eligibility and Readiness Assessment, the employee’s conduct, performance, and capacity or demonstrated ability to telework. While approval is at the sole discretion of the supervisor, it may not be based on mere managerial preference. Employees do not have an entitlement to telework. Nor do employees who currently telework have an automatic right to continue teleworking.

1. Modification

- i. Management Directed Modification
 - 1. Management may modify the agreement at any time to address the operational needs of the work unit, employee performance or conduct, or to comply with law and policy.
 - 2. The approving official must provide written documentation supporting the modification, including the reason for modification, to the affected employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect.
 - 3. Management must provide the employee with at least ten (10) working days’ advance notice prior to implementing the modification to allow the employee to make necessary arrangements. In establishing the implementation date, management should consider the nature of the arrangements the employee must make, particularly in situations where the employee had been performing significant amounts of routine telework.

- ii. Employee Modification Request
 - 1. An employee may request to modify the current telework agreement (e.g., change the regular teleworking day) by submitting a new “Telework Application / Agreement and Modification of Telework Agreement” (check “Modification”) to the employee’s supervisor with the requested changes highlighted;
 - 2. The supervisor and employee shall discuss the employee’s requested modifications within five (5) working days of submission;
 - 3. If the supervisor is not the approving official, the supervisor will forward the request to the approving official with their recommendations within five (5) working days;

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4. The approving official will issue a final, written decision to the employee and supervisor within seven (7) working days of receiving the supervisor's recommendation.

2. Termination

- i. There is no mandatory waiting period following termination prior to submitting a new request to telework.
- ii. **Employee Termination**
An employee may terminate the telework agreement at any time, for any reason, without the need to provide advanced notice, by providing the approving official with written notice of a decision to terminate their written telework agreement. While employees are not required to provide advanced notice, they should notify their managers promptly and prior to executing their termination.
- iii. **Management Directed Termination**
 1. Management may terminate the agreement at any time to address the operational needs of the work unit, employee performance or conduct, or to comply with law and policy.
 2. The approving official must provide written documentation supporting the termination, including the reason for termination, to the affected employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect
 3. Management must provide the employee with at least ten (10) working days advance notice prior to implementing the termination to allow the employee to make necessary arrangements. In establishing the implementation date, management should consider the nature of the arrangements the employee must make, particularly in situations where the employee had been performing significant amounts of routine telework.

C. Appeals

Non-bargaining unit employees must use the procedures in [DAO 202-771](#), "*Administrative Grievance Procedure*" to appeal issues relating to their request to telework, modification to an existing telework agreement, and management directed terminations of telework agreements.

Bargaining unit employees should use the negotiated grievance procedure and/or follow the process outlined in their collective bargaining agreement unless telework related issues have been excluded from their agreement.

In following the administrative grievance process, the official making the final decision on appeals will issue a written decision on an employee's appeal of the denial

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of their request within 10 working days of the request being received by the deciding official. If the deciding official disapproves the request, they must provide written justification to the employee indicating when or if the employee would be eligible to reapply, and if applicable, what actions the employee should take to improve their chance of future approval. Deciding officials are to provide employees copies of signed written denials or terminations of telework agreements.

- D. **Discrimination.** Employees who believe they are the victims of prohibited discrimination must use the procedures in [DAO 215-9](#), “*Filing Discrimination Complaints*,” to appeal the alleged discrimination, or may use the negotiated grievance procedure.

XII. ESTABLISHING THE WORK SCHEDULE

Work schedules identify the days and times an employee will telework. Normally, telework schedules parallel those at the traditional worksite; however, they can differ to meet the needs of the organization and participating employees’ needs. Work schedules may also include fixed times during the day for manager/supervisor/employee telephone conversations, which may be helpful to ensure ongoing communication. For additional information on hours of duty, please visit:

- <https://www.commerce.gov/hr/practitioners/leave-policies/hours-of-duty-and-work-schedules>.
- <https://sites.google.com/noaa.gov/ohcs/employee-resources/manager-resources/manager-resource-guide/hours-of-duty-and-work-schedules>.

XIII. DETERMINING THE OFFICIAL DUTY STATION

The official duty station is the location of the traditional worksite as long as the employee is scheduled to physically reports to the traditional work site at least **twice** each biweekly pay period on a regular and recurring basis. If management were to approve an arrangement through which this criterion is not met, the telework location becomes the official duty station (and the employee is considered a Remote Worker).

Note: If a teleworking employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the traditional worksite is located, the employee **does not** have to report twice each pay period to the official worksite to maintain the locality payment for that area. For example, an employee who is required to perform duties at two or more separate agency worksites within a given locality pay area may meet the twice per pay period reporting requirement by visiting any two agency worksites each pay period.

A. Temporary Telework Arrangements

1. There is no change in official duty station for employees on Detail or TDY.
2. In certain temporary situations, NOAA may continue to designate the location of the traditional worksite as the official duty station, even though the

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employee is not able to report to the traditional worksite at least twice each biweekly pay period on a regular/ recurring basis. The intent of this exception is to address temporary situations in which an employee is expected to return to their regular worksite when the temporary situation or agreed upon time period has concluded. Such situations may include, but are not limited to:

- a. Recovery from an injury or illness;
 - b. Emergencies, including severe weather and pandemic health crises;
 - c. Extended periods of approved absence mixed with telework;
 - d. TDY and Details.
3. Supervisors must approve these arrangements in writing, such as by email, and the approval must include:
- a. The location from which the employee will be teleworking (if different from their normal telework location);
 - b. When the temporary arrangement will begin;
 - c. The expected duration of the temporary arrangement;

XIV. PREMIUM PAY AND LEAVE

- A. **Pay.** An employee's locality rate of pay is based on the employee's official duty station, and is determined in accordance with [5 CFR 531.604](#). The line/staff office must determine and designate the official duty station for an employee covered by a telework agreement using the criteria above.
- B. **Premium Pay.** The same premium pay rules apply to employees when they telework as when they are working at the traditional worksite.
- C. **Leave and Work Scheduling Flexibilities.** Telework-ready employees are governed by the same procedures as non-telework-ready employees for requesting and obtaining leave approval. Telework arrangements should have no impact on alternative work schedules and vice versa.

XV. REPORTING REQUIREMENTS

The line/staff offices, via their Telework Coordinator, are required to respond to requests from the OHCS Telework Program Manager for a variety of reporting requirements/initiatives. Below is information that may be requested, although it is not all-inclusive.

1. The degree of participation by employees of each line/staff office teleworking during the period covered by the report;
2. The method for gathering telework data in each line/staff office;
3. The reasons for positive or negative variations in telework participation if the total number of employees' teleworking is 10 percent higher or lower than the previous year in the line/staff office;
4. The line/staff office goal for increasing telework participation to the extent practicable or necessary;

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5. An explanation of whether or not a line/staff office met its goals for the last reporting period and, if not, what actions are being taken to identify and eliminate barriers;
6. An assessment of the progress made in meeting line/staff office participation-rate goals and other goals related to telework, such as the impact of telework on emergency readiness, energy use, recruitment and retention, performance, productivity, and employee attitudes and opinions regarding telework; and
7. Best practices in the line/staff office.

XVI. INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS FOR TELEWORK-READY EMPLOYEES

Telework-ready employees must abide by the IT security requirements conveyed in the DOC [IT Security Program Policy \(ITSP\)](#), Commerce IT Requirements (CITRs), Frequently Asked Questions (FAQs) and IT Security Policy memos. A complete list of DOC IT security documentation can be accessed at:

http://home.commerce.gov/CIO/ITSITnew/IT_Security_Program_Documentation.html.

In addition to the requirements above, telework-ready employees must abide by the IT security requirements conveyed in the NOAA IT Security Policy (ITSP), NOAA's Computer Incident Response Team Requirements (N-CITR), and IT Security Policies. The Telework Agreement signed by the telework-ready employee and their supervisor may describe additional security requirements. A complete list of NOAA IT security documentation can be accessed at: <https://sites.google.com/noaa.gov/csd>.

Supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing IT security requirements and to ensure employees are held accountable to them.

XVII. PROTECTING THE SECURITY AND CONFIDENTIALITY OF RECORDS

All telework-ready employees must ensure that records subject to the Privacy Act of 1974, or which have sensitive Personally Identifiable Information (PII) or Business Identifiable Information (BII), are not disclosed to anyone except those who have been authorized access to such information to perform their duties. Bureaus/Operating Units (OUs) must ensure that appropriate physical, administrative, and technical safeguards are used to protect the security and confidentiality of such records.

A. Disclosure of Records from an Agency System of Records

1. Telework-ready employees are responsible for ensuring that their disclosure of a record (information) from any agency system of record complies with the Privacy Act of 1974.
2. The Privacy Act of 1974 defines a 'system of records' as a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. DOC system of record notices (SORNs) are posted at:

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<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=PAI&browsePath=2005&isCollapsed=false&leafLevelBrowse=false&ycord=0>.

3. The Privacy Act of 1974 prohibits the disclosure of a record (information) from an agency system of record that is not identified as a routine use in that system's SORN, does not comply with an exemption identified in the SORN, or does not comply with one of the 12 exceptions to the non-disclosure-(to third parties)-without-consent rule.
4. A Privacy Act incident occurs when an officer or employee of the agency, who by virtue of their employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by [5 U.S.C. § 552a](#) (or regulations established thereunder), and discloses the material in any manner to any person or agency not entitled to receive it. Knowing misuse or release of information protected by the Privacy Act of 1974 can subject an employee to fines and/or criminal sanctions.
5. Telework-ready employees must immediately report a suspected or confirmed Privacy Act incident to their bureau/OU privacy officer or the Computer Incident Response Team (CIRT) and immediate supervisor.

B. Proper Handling of PII and BII

1. Telework-ready employees are responsible for the safeguarding of PII and BII.
2. PII is information that can be used to distinguish or trace an individual's identity, such as name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information, which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. Sensitive PII, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.
3. Types of PII considered sensitive when associated with an individual are: social security number (including truncated form), place of birth, date of birth, mother's maiden name, biometric information, medical information (except brief references to absences from work), personal financial information, credit card or purchase card account numbers, passport numbers, potentially sensitive employment information (e.g., personnel ratings, disciplinary actions, and results of background investigations), criminal history, and any information that may stigmatize or adversely affect an individual. The DOC's IT Privacy Policy provides that breaches of sensitive PII are subject to notification/reporting requirements.

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4. When deciding whether PII is sensitive or non-sensitive, it is important to consider the type of information, obligations, or expectations regarding the protection of information, risk (probability and consequences) of loss or compromise of information, and context of information. Context is particularly important. The same types of information can be sensitive or non-sensitive depending upon the context. For example, a list of names and phone numbers for the Department softball roster is very different from a list of names and phone numbers for individuals being treated for an infectious disease. It is important to use good judgment when deciding whether PII is sensitive or non-sensitive. When in doubt, treat PII as sensitive.
5. The Department's policy states that if sensitive PII must be electronically transmitted, it must be protected by secure methodologies such as encryption, Public Key Infrastructure, or secure socket layers. Federal Information Processing Standards (FIPS) Publication 140-2, "*Security Requirements for Cryptographic Modules*" provides the standard to which encryption methodologies must conform. The transmission of sensitive PII, even if protected by secure means, must be kept to a minimum. Check with your bureau/OU's Office of the Chief Information Officer to determine methods or services they are using to support the electronic transmission of sensitive PII.
6. In addition to sensitive PII, telework-ready employees must ensure the safeguarding of BII. BII is information that is defined in the Freedom of Information Act as "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." "Commercial" is not confined to records that reveal "basic commercial operations" but includes any records (information) in which the submitter has a "commercial interest" and can include information submitted by a non-profit entity. Terms for BII that must be protected from disclosure include "confidential business information," "confidential commercial information," and "proprietary information."
7. Sensitive PII and BII can be stored on Government systems only, and saved, stored, or hosted only on DOC-authorized equipment (including contractor-owned equipment or a system that is approved to be used as a Government system). Computers that are personally-owned may not be used to save, store, or host sensitive PII and BII that is collected or maintained by the Department.
8. Sensitive PII and BII must be sent encrypted as an email attachment and encrypted on mobile computers, media (e.g., CDs, DVDs, USB drives), and devices (e.g., laptops, hard drives). When faxing sensitive PII and BII, an advisory statement about the contents must be included on the cover sheet, and the recipient must be notified immediately before and after transmission. Exception: According to the Commerce Acquisition Manual (CAM) 1313.301, cardholders shall not transmit credit card information over a facsimile machine. When mailing sensitive PII and BII, it must be physically secured when in

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transit. Do not mail or send by courier sensitive PII and BII on CDs, DVDs, hard drives, flash drives, USB drives, floppy disks, or other removable media unless the data is encrypted. Sensitive PII and BII must be sealed in an opaque envelop or container and mailed using First Class or Priority Mail, or a commercial delivery service (e.g., Federal Express or DHL). Appropriate methods must be used to destroy sensitive paper PII and BII (e.g., shredding, using a burn bag) and securely delete sensitive electronic PII and BII (e.g., empty the Windows recycle bin).

9. Telework-ready employees and supervisors are responsible for complying with all Bureau/OU guidelines on reporting PII and BII incidents. The Office of Management and Budget Memorandum M-07-16 defines a PII incident as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for other than authorized purpose(s), have access or potential access to PII, whether physical or electronic. Telework-ready employees must immediately report a suspected or confirmed PII and BII incident to their bureau/OU privacy officer or CIRT and immediate supervisor.

XVIII. PRIVACY ACT, SENSITIVE, AND HIGHLY SENSITIVE INFORMATION

A. Decisions on Proper Use and Handling of Sensitive Information

These decisions will be made by the approving official who permits the employee to work at home or another alternative worksite. A telework agreement will be signed by the employee and their approving official that contains the specific data types allowed to be accessed. Information is generally categorized into the following groups: Non-Sensitive Information; Sensitive Information; and Classified National Security Information.

B. Physical Security Standards

The physical security standard for PII and other Sensitive and Administratively Controlled Information must be addressed prior to allowing telework. Chapter 35 of the Office of Security's (OSY's) Security Manual provides minimum physical security standards for the office environment that are also applicable during telework. At a minimum, Controlled Unclassified Information (CUI), including PII, should be afforded protection to prevent unauthorized access of the information.

C. Controlled Unclassified Information (CUI) Registry

The National Archives and Records Administration's CUI Office developed the CUI Registry, which allows anyone to access the Safeguarding and Dissemination requirements for CUI that must be afforded to information like PII (privacy) and other unclassified information. The registry may not be all inclusive, as only those categories of unclassified information that have a law, regulation, or Government-wide policy governing dissemination and/or safeguarding are provided. Therefore, any Sensitive and Administratively Controlled Information in hard-copy form that does not

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fall within the parameters of the manual, or the registry, should be brought to the attention of the Information and Personnel Security Division of the OSY.

Teleworkers and supervisors should visit <http://www.archives.gov/cui/registry/category-list.html> prior to allowing hard copy PII and other administratively controlled information outside the workplace for telework purposes.

CUI, established by Executive Order 13556, is legally protected and covered under the Sensitive Information category.

D. Highly Sensitive Information

This information is subject to the most stringent security and access control rules, such as courier authorization, hand-to-hand transmission, or agency-specific rules not included in the DOC telework policy. Classified information that requires Secret or Top Secret security clearances for protecting national security information is included in this category. Classified information (Confidential, Secret, or Top Secret) may only be transmitted or removed from official worksites by classified networks or authorized official couriers. This type of information may not be used or accessed in any manner by teleworkers.

XIX. TELEWORK IT SECURITY POLICY

The Department's Chief Information Officer (CIO) is responsible for issuing and maintaining IT and eGov policies and minimum implementation standards, including remote access and safeguarding sensitive information. These policies and minimum implementation standards outline responsibilities of bureau/operating unit CIOs/ACIOs and teleworkers to enable an effective working environment for the teleworker and the protection of Department systems from undue risk. Operating unit CIOs/ACIOs, with the support of their IT security officers, are responsible for establishing teleworking IT security procedures specific to their operating unit and providing secure telecommuting resources and operational controls commensurate with the sensitivity of the data processed and with policies and minimum implementation standards provided by the Department's CIO. The Department's policy on remote access is accessible via intranet at:

https://connection.commerce.gov/sites/connection.commerce.gov/files/media/files/2014/citr-008_remote_access.pdf.

Managers/supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing security policies and procedures, including IT security. Telework-ready employees also agree that their responsibilities, described in Section 3.3.9 of the Department's "*IT Security Policy and Minimum Implementation Standards*," remain in effect while on telework status. Other pertinent bureau or operating unit policies on IT security may also exist; managers/supervisors are responsible for ensuring that telework-ready employees agree to follow all applicable policies.

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The workplace and workstation must be set up to accomplish secure information processing, including the proper storage of Sensitive Information in both electronic and paper form. The telework-ready employee, following bureau/operating unit policies, must minimize security vulnerabilities to the workstation and the Departmental network.

XX. TELEWORKING DURING EMERGENCY SITUATIONS/INCLEMENT WEATHER

- A. **Unscheduled Telework.** This type of telework option allows telework-ready employees to work from home or at an approved alternative location upon notification to their supervisor in accordance with the office policies.

- B. **Federal/Departmental Offices Are Closed.** Employees must telework consistent with law and their telework agreements when Federal/Departmental offices in their local commuting area are closed. Excused absences (utilizing Weather and Safety Leave or administrative leave) may be granted on a case-by-case basis for telework-ready employees in the above situations that may include but are not limited to: power outages, damaged/un-inhabitable alternative work sites, dependent care issues, or state/local laws. (See section VII, “Excused from Teleworking”, for more details.).

- C. **Early Dismissal/Delayed Arrival.** When an early dismissal/delayed arrival is announced or provided *as a result of an emergency situation or inclement weather*, those who are teleworking are not dismissed from duty for any part of the workday. However, managers/supervisors may grant Weather and Safety Leave on a case-by-case basis, if the employee is unable to begin or continue teleworking. Teleworking employees are permitted to take advantage of early dismissals granted by management or the President in relation to a holiday, recognition of a special circumstance, and similar occasions.

- D. **Emergency at the Alternative Worksite.** When an emergency affects only the alternative worksite for a major portion of the workday, the employee is expected to report to the traditional worksite, an approved alternative telework site, or request supervisory approval of applicable paid personal leave (i.e., annual, compensatory time, compensatory time off for travel, credit hours, etc.). Note: Consistent with OPM guidance, an employee required to travel between an alternate worksite and a traditional worksite as a result of a weather or safety issue must be granted Weather and Safety Leave for the duration of their commute between duty stations.

However, on a case-by-case basis, the manager/supervisor may excuse, without charge to paid personal leave or loss of pay, a telework employee from duty during an emergency if: (1) the emergency adversely affects the telework site; (2) the telework-ready employee is unable to access another alternative telework site; (3) the telework-ready employee is unable to access the traditional worksite within a reasonable period of time; and (4) the telework-ready employee’s duties are such that they cannot continue to work without contact with the traditional worksite. (See section VII, “Excused from Teleworking”, for more details.).

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XXI. TELEWORK AND THE CONTINUITY OF OPERATIONS PLAN (COOP)

If an employee occupies a position deemed essential or serves as an ERG member (these designations may vary based on the nature of the emergency) for inclement weather or natural or man-made emergencies, they may be required to report to work.

If an employee is an ERG member for COOP purposes, management, along with the employee and supervisor, should make advance and/or situational decisions as to whether the employee must physically report for duty or may work from home or an alternative worksite. For example, if the purpose of the employee reporting for duty at the traditional worksite is to provide policy guidance or to notify specific individuals of emergency requirements, this may be able to be accomplished from home, provided the employee has access to the resources necessary to perform the required services. However, in some cases, the only way to obtain the services of the employee may be through telework from an alternative worksite. For example, if inclement weather or other emergency situation results in a transportation shutdown, but phone lines remain working, the employee may be able to work from home rather than reporting to the traditional worksite or COOP site.

Employees designated as COOP Team Members may be required to telework during emergency closures or other emergencies, including pandemics and for COOP exercises, on any day, even if that day is not a regular telework day or a day with specific approval for situational/episodic telework. Telework-ready employees may also be required to perform duties outside of their usual or customary duties to ensure continuation of agency-essential mission or activities.

During any period that the Department is operating under COOP, that plan shall supersede any telework policy (Public Law 111-292 Section 6504(d)(2)).

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**XXII. APPENDIX A: NOAA TELEWORK APPLICATION/AGREEMENT AND
MODIFICATION FORM**

NOAA
Telework Application/Agreement and Modification Form

SECTION I – TO BE COMPLETED BY THE EMPLOYEE

Date of Request:

Organization:

Employee Name:

Official Title:

Pay Plan, Series, Grade/Band:

Supervisor’s Name:

Supervisor’s Official Title:

Supervisor’s Telephone:

Desired Telework Start Date:

Type of Alternate Worksite: Home NOAA Facility Other (Explain below)

Address(es) of Alternate Worksite(s):

Telephone at Alternate Worksite: _____

Description of Location(s) within Home/Alternate Worksite (floor, room, etc.): (Examples: Desk in First Floor Home Office, Table and Couch in Basement Den):

Equipment Supplied By NOAA to Perform Work at Alternate Worksite:

Identification of specific data types NOT to be accessed at alternative worksite (if any):

Identification of records which can or cannot (specify) be transported to the alternate worksite:

Type of Telework (Select one or more).

Note: Employees completing this agreement ONLY for the purposes of COOP/Emergency operations will not be required to telework during normal office closures such as weather events when COOP/Emergency operations have not been initiated:

Routine Scheduled Situational For COOP/Emergency

For Routine Schedule Telework Only:

Work Schedule (including AWS day(s) off and rotating shifts, if applicable):

Week 1							Week 2						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Telework Days at Alternate Worksite:

Week 1							Week 2						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Telework Days Per Pay Period: _____

(Note: employees **must** be scheduled to report to the traditional worksite **at least twice** per pay period to use this application.)

NOAA Telework Eligibility and Readiness Assessment Tool

In considering whether and how much telework an employee should perform, the supervisor and employee should complete and discuss the ***NOAA Telework Eligibility and Readiness Assessment Tool***.

The Employee and Supervisor Have Discussed the Results of the ***NOAA Telework Eligibility and Readiness Assessment Tool***.

NOAA Telework Safety Checklist

In order to minimize threats to the safety of its employees and properly address liability and injury compensation issues, the telework application must clearly describe the specific location within the alternative worksite from which the employee will telework. Additionally, the NOAA Telework Safety Checklist must be completed and reviewed by the supervisor.

The ***NOAA Telework Safety Checklist*** has been completed and all action necessary to address safety concerns have been completed.

Additional Agreement Details:

Use this space to add additional requirements, metrics, or details that will become part of the agreement.

Employee Acknowledgements

I acknowledge that I will not be authorized to telework if my performance does not comply with the terms of my telework agreement. Failure to comply may also result in disciplinary action.

I understand that I must perform at the Fully Successful or higher (or equivalent) level in order to telework.

I certify that I have completed an approved interactive telework training program authorized by my bureau, the Telework Safety Checklist, and the Telework Eligibility and Readiness Assessment Tool, if applicable.

I understand that, unless this agreement is for COOP/Emergency purposes *only*, I am required to telework during office closures for weather and safety events unless granted Weather and Safety or Administrative leave by my supervisor, or electing to take unscheduled leave (if offered).

I understand that that I may be required to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference) on my scheduled telework day.

When unscheduled leave or telework is announced by the appropriate authorities, I understand that the election is mine but I must notify my supervisor. I am aware that, in rare situations, management may require me (a “non-emergency” employee) to report for an assignment that requires my presence, and management has discussed this with me in advance of the situation giving rise to unscheduled leave/telework.

I understand that I may not care for children, elders, or other dependents while I am in a *duty status* and teleworking. As described in the NOAA Telework Implementation Plan, 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.

I understand that I must abide by the IT Security requirements conveyed in the Commerce Information Technology Security Program Policy (ITSP), Commerce Information Technology Requirements (CITRs), Frequently Asked Questions (FAQs), and IT Security Policy memos.

Alternate Worksite Costs – The employee understands that the Government will not be responsible for any operating costs associated with the use of the employee’s home as an alternate worksite, for example, home maintenance, insurance, or utilities. The employee also understands 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.

Liability – The applicant understands that the Government will not be held liable for damages to their personal or real property while they are 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 – The applicant understands that they are covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the alternate worksite. The applicant agrees to notify his/her supervisor immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report as soon as possible.

Disclosure – The applicant agrees 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 sections **XVII - XX** of the DOC Telework Policy and Sections **XVII – XIX** of the NOAA Telework Implementation Plan (October 2021).

Employee’s Signature and Date: _____

SECTION II – TO BE COMPLETED BY THE APPROVING OFFICIAL

Approved: Disapproved: Reason Not Approved:

[] I certify that the employee is eligible and authorized to telework and that I have reviewed the employee’s Safety Checklist:

Termination Date of Agreement (Note: all agreements must be reviewed *at least annually*):
 Indefinite/Until Terminated or Modified

Supervisors’ Signature and Date (if Supervisor is not the Approving Official):

Approving Official’s Signature and Date:

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**XXIII. APPENDIX B: NOAA TELEWORK ELIGIBILITY AND READINESS
ASSESSMENT TOOL**

NOAA Telework Eligibility and Readiness Assessment Tool

Note: This assessment should focus on the attributes of the employee rather than the suitability of the functions of the position for telework. The amount of telework that is suitable for a position should be established using the telework suitability tool.

The decision to permit an employee to telework, and how much telework to approve, should be based on the ability of an employee to work in a setting away from their customers and coworkers, either in their home or at another Federal facility, without on-site supervision. The following tool is to be used by the supervisor as a basis for discussing whether and how much telework is appropriate for a particular employee. The employee and the supervisor may complete the assessment together or separately and should discuss any discrepancies.

Lower scores in any assessment area are not necessarily disqualifying for telework, but may influence the amount of telework the supervisor approves and/or may require significant discussion, planning, or the addition of specific items/metrics in the telework agreement to ensure success. The supervisor may wish to utilize short-term telework agreements which expire after a few months to gauge the employee's readiness for telework.

Statutory Eligibility:

If any of the below boxes are checked, the employee is *ineligible* for telework and their application must be denied.

- The employee has been officially disciplined for being Absent Without Leave (AWOL) for more than 5 days in any calendar year ***and the record of such discipline remains in the eOPF.***
- The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties [Public Law 111-292, 6502(a)(2)(A)(B)] ***and the record of such discipline remains in the eOPF.***
- The employee's ***current*** performance is below the Fully Successful (or equivalent) level.

Notes:

1. Disciplinary actions that are not reflected in the eOPF are not considered "official."
 2. Disciplinary records such as Letters of Reprimand, which are removed from the eOPF after a period of time, are only disqualifying while they are present in the eOPF.
 3. An employee's performance may change throughout the year. If an employee's performance has previously been less than Fully Successful, but they have since improved, they are no longer ineligible.
-

Telework Readiness Assessment

Please rate yourself or your employee, using the following scale:

5 – Always 4 – Usually 3 – Sometimes 2 – Rarely 1 – Never

- 5 1. Employee successfully performs tasks without regular monitoring/supervision.
- 5 2. Employee is comfortable working autonomously/independently.
- 5 3. Employee independently identifies required work products.
- 5 4. Employee successfully establishes priorities and plans/organizes their work accordingly.
- 5 5. Employee demonstrates a high level of productivity, efficiency, and effectiveness.
- 5 6. Employee keeps management informed of their work progress.
- 5 7. Employee meets deadlines.
- 5 8. Employee communicates hindrances to successful completion of a task or project in sufficient time to allow for alterations that improve the opportunity for success.
- 5 9. Employee communicates clearly and effectively, particularly in email or over the phone.
- 5 10. Employee is responsive to emails, calls, instant messages, and meeting requests.
- 5 11. Employee demonstrates capability to use technology to achieve work goals and collaborate.
- 5 12. Employee understands their role and their supervisor's expectations.
- 5 13. Employee demonstrates knowledge of the organization's procedures and policies.
- 5 14. Employee complies with organization's time and attendance policies.
- 5 15. Employee complies with Department's information technology security protocols.

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XXIV. APPENDIX C: NOAA ALTERNATIVE WORKSITE SAFETY CHECKLIST

APPENDIX C: NOAA TELEWORK SAFETY CHECKLIST

This checklist is to be completed only if the proposed alternate worksite is in a private residence. This checklist is designed to assess the overall safety of the designated work area of the alternate worksite. Each applicant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the applicant and submitted to the immediate supervisor.

Applicant Name: _____ Date: _____ Telephone: _____

Address, Telephone, and Location of Alternate Worksite: _____

Describe the Designated Work Area:

1. Are stairs with four or more steps equipped with handrails? Yes No N/A
2. Are aisles, doorways, and corners free of obstruction? Yes No N/A
3. Are file/storage cabinets arranged so that open doors/drawers do not create obstacles?
 Yes No N/A
4. Is the office space neat, clean, and free of combustibles? Yes No N/A
5. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard? Yes No N/A
6. Are circuit breakers/hoses in the electrical panel properly labeled? Yes No N/A
7. Is electrical equipment free of recognized hazards that could cause physical harm (e.g., frayed, loose, and/or exposed wires, bare conductors, etc.)? Yes No N/A
8. Does the building electrical system permit grounding of equipment (i.e., have three-prong receptacles)? Yes No N/A
9. Is there a smoke alarm and clear access to a fire extinguisher? Yes No N/A

By signing this document, the applicant certifies that all of the above applicable questions were answered in the affirmative, or, if answered in the negative, that the applicant will take all necessary corrective actions to eliminate any hazard prior to beginning telework.

Applicant's Signature and Date: _____

**National Oceanic and Atmospheric Administration (NOAA)
Telework Implementation Plan
October 2021**

XXV. APPENDIX D: (OPTIONAL) TELEWORK TERMINATION FORM

APPENDIX D: NOAA OPTIONAL TELEWORK TERMINATION FORM

The telework option is a privilege and not an employee right. As such, it falls under the supervisor’s discretion to determine how work should be accomplished with the organization. Termination of the telework agreement can be either voluntary or involuntary.

This is notification that the telework agreement, which was signed on _____ is no longer in effect and is hereby terminated.

Termination is based on (check one):

- Voluntary Withdrawal
- Involuntary Withdrawal

If telework is involuntarily terminated, the decision is based on:

- Requirements of the current work assignment
- Reassignment or change in duties
- Failure to maintain employee eligibility standards
- Breach in Information Technology Security policies and/or procedures
- Other (please specify):

Receipt Acknowledged

Employee’s Signature and Date: _____

Supervisor’s Signature and Date: _____

Approving Officials Signature and Date (If Approving Official is not the Supervisor):

Collective Bargaining Agreement

Between

**National Oceanic and Atmospheric Administration
National Ocean Service
Office of Response and Restoration
Emergency Response Division**

And

**International Federation of Professional and Technical Engineers
Local 8A
ERD Chapter**

For Management:

For Union:

**Jeannette Newland
Human Resources Specialist
Employee and Labor Relations Branch
Office of Human Capital Services**

**Carl Childs
President, ERD Chapter
IFPTE, Local 8A**

**John Tarpley
Emergency Response Division
Office of Response and Restoration
National Ocean Service**

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ARTICLE 1 - Preamble

This Collective Bargaining Agreement (CBA) is entered into by and between the National Oceanic and Atmospheric Administration (NOAA) Office of Response and Restoration (OR&R) Emergency Response Division, hereinafter referred to as Management, and the International Federation of Professional and Technical Engineers (IFPTE), Local 8A, as the exclusive representative of all full-time and part-time non-supervisory personnel of the Emergency Response Division of OR&R, hereinafter referred to as the Union.

The Parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows (5 U.S.C. §7101):“...the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government.”

Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Management and the Union agree to abide by the Federal Labor-Management Relations Statute. Both Parties agree to recognize the rights of the other as established by this Statute. Both Parties also recognize the rights of the bargaining unit employees as established by this statute. The Parties acknowledge the importance of free and open communications and the importance of building a partnership that enables the workforce to develop its full potential and be aligned with NOAA objectives. The Parties endorse the use of formal and informal meetings to promote the exchange of information and the discussion of appropriate matters of concern. The Parties do not intend by this CBA to discourage or impede in any way open communications among the Union, individual employees, and Management representatives. Management and the Union share in building an organization that can successfully meet NOAA goals and objectives. The partnership that is needed for a high-performing organization requires the ability to demonstrate:

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- 1) a genuine concern for people, whether employees, environmental stakeholders, or the public;
- 2) an unflagging desire to improve in every possible way;
- 3) a clear alignment of all strategies, processes, and activities with visions and missions;
- 4) a wise use of data and information to measure and improve performance; and,
- 5) a strong position as leaders in our fields.

The Parties agree that should the IFPTE request certification to include subsequently organized groups of employees in OR&R; Management will not oppose such certification if the groupings would be considered an appropriate unit under the law.

ARTICLE 2 - Governing Laws and Regulations

Section 1. In the administration of all matters covered by this Agreement, the Parties are governed by government-wide rules and regulations in effect on the effective date of this Agreement and not in conflict with existing Agreements between the parties. Where the terms of this Agreement conflict with government-wide rules and regulations issued after the effective date of this Agreement, the terms of this Agreement shall be controlling. All applicable Federal laws also govern this Agreement. Such laws will take precedence over this Agreement.

Section 2. This Agreement supersedes all previous Agreements between Management and the Union and any past negotiable practices in conflict with this Agreement. Any prior benefits and practices and understandings which were in effect on the effective date of this Agreement and are not specifically covered by this Agreement and do not detract from it will not be changed except in accordance with this Agreement and 5 U.S.C. 71.

ARTICLE 3 - Terms of Agreement

Section 1. This Agreement will be implemented and become effective when it has been approved, ratified, and signed by the Parties, including review pursuant to 5 U.S.C. §7114. The effective date and the anniversary date of this Agreement shall be the date of approval by the U.S. Department of Commerce at Agency Head Review (AHR).

Section 2. This Agreement will remain in effect for three (3) years from its effective date. It will be automatically renewed on the anniversary date of the Agreement for one (1) year period unless either Party gives notice to the other Party of intention to amend and/or renegotiate the Agreement. If notice is given by either Party to amend and/or renegotiate the Agreement, the Agreement will be automatically extended until a new Agreement is in effect. The present Agreement will remain in full force and effect until a new agreement passes ratification and AHR.

Section 3. Either Party shall give notice to the other Party within 120 calendar days of the anniversary date of the Agreement of their intention to amend and/or renegotiate the Agreement. The proposed Articles to be renegotiated shall be identified by Article Name and Number with such notice and shall be accompanied by a statement describing the Party's interest which the proposal(s) are seeking to address. The notice to amend and/or renegotiate the Agreement must be acknowledged in writing by the other Party within fifteen (15) calendar days of receipt.

Within 30 calendar days of such notice, the initiating Party will provide the other Party with written proposals for identified Articles for amendment or renegotiation. The other Party will provide their counter-proposals, if any, within 30 calendar days from receipt of the written proposals.

Section 4. Management will ensure that this Agreement will be available electronically to all bargaining unit employees.

ARTICLE 4 - Management Initiatives and Mid-term Bargaining

Section 1. The Union recognizes that Management has the right to exercise its management rights as set forth in the Federal Service Labor-Management Relations Statute, this Agreement, and in accordance with applicable law, rule, and regulation to initiate changes in operational and administrative procedures and programs when Management determines it is in the interest of the program to do so. In accordance with the law, management recognizes that the Union has the right to receive timely advance notice and engage in good faith negotiations, when applicable, with Management on any changes in the conditions of bargaining unit employees' employment.

Section 2. The Union and Management agree to follow applicable existing law with regard to labor management relations. In this regard, Management has the sole right to make changes in the exercise of its management rights pursuant to 5 U.S.C. §7106 or for any other reason associated with the accomplishment of its mission. Management does recognize its potential obligation, consistent with applicable laws, rules, and government-wide regulations, to notify the Union of such changes and to negotiate, upon request of the Union, pursuant to 5 U.S.C. §7106(b) (2) and (3). Management agrees to provide notice and, if the Union requests, will complete negotiations before implementing a change to any personnel policy, practice, or condition of employment not specified by this Agreement, except as provided by law or existing Agreements between the Parties or existing government-wide regulations. Management recognizes its duty to fulfill its statutory bargaining obligations regardless of whether or not the change in conditions of employment affecting bargaining unit employees are directly under the control of ERD management.

These changes may be Management initiated and/or may result from implementation of future laws, Department-wide or Management regulations, Department-wide or Management directives, Department-wide or Management policies; and government-wide regulations, as deemed necessary or appropriate by Management. Management will endeavor to engage the Union in pre-decisional discussions on proposed changes in conditions of employment.

Section 3. Notification Procedure

In issuing, revising, or canceling rules and regulations relating to personnel policy, practices, procedures and matters affecting working conditions, Management shall give due regard to the obligations imposed by applicable laws, rules, regulations, and this

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Agreement. Before making changes to Employees' conditions of employment, or otherwise changing personnel policy, practices, or working conditions, Management shall provide the Union with written notice of the proposed change(s). Such notice may be provided to the Union by mail, hand delivery, or e-mail. All other correspondence under this Article shall be provided to the Union using similar means.

- a. Management's notice to the Union shall include the following:
 - (1) a description of the desired change;
 - (2) an explanation of how this change shall be implemented;
 - (3) the proposed implementation date, if known; and,
 - (4) the identity of Management's representatives if someone other than the designated management official. Management's representative shall be someone who has the authority to negotiate in good faith and enter into a binding agreement with the Union. This does not affect the right of Management's representative, prior to entering any such Agreement, to confer with higher-level management, legal advisors, and others as the representative deems appropriate.

- b. The Union will have ten (10) business days to advise Management, in writing, of the Union's intent to negotiate over procedures and appropriate arrangements regarding the change pursuant to 5 U.S.C. §7106. The written request to negotiate shall be signed by the designated official and include the following:
 - (1) a description of any adverse impact created by the change;
 - (2) a list of negotiable proposals intended to mitigate the adverse impacts;
 - (3) an explanation as to how each proposal mitigates the adverse impacts created by the change.

During the ten (10) business days, the Union may request a Clarifying Discussion and/or request additional information regarding the proposed change with the appropriate Management Representatives. Within five (5) business days following the Clarifying Discussion and/or response to the information request, the Union will provide

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Management with proposals, if any, relating to the impact and implementation of the proposed change.

- c. The Parties will then schedule a date and time to begin negotiating. Negotiations will begin within seven (7) business days after Management's receipt of the Union's proposals unless the Parties mutually agree to extend the period.

Section 4. Bargaining Procedure

Upon written notification and proposals being presented, as discussed in Section 3. above, Management and the Union will bargain, as appropriate and in accordance with applicable law, rule, regulation, and government-wide regulation over procedures and appropriate arrangements for the change(s).

- a. Management will provide a site for negotiations.
- b. The Union will be authorized the same number of bargaining representatives on official time as Management has representatives participating in the negotiations.
- c. Management will not reimburse the Union or pay for travel expenses for Union officials attending mid-term bargaining sessions.
- d. Either Party may have a subject matter expert (SME) present as necessary who can provide information necessary for the successful completion of bargaining. Any SME for the Union may be granted appropriate official time for participation in the bargaining sessions. Management will not reimburse or pay for travel expenses for the Union's SME.
- e. Bargaining will occur during regular duty hours unless otherwise mutually agreed by the Parties. The Parties will endeavor to reach agreement and conclude bargaining within ten (10) business days from the start of negotiations, but that period may be extended by mutual agreement of the Parties.
- e. The Union may raise no additional proposals or subjects of bargaining after submission of its initial proposals except by mutual agreement.

Section 5. Procedures for Federal Mediation and Conciliation Service and Federal Service Impasses Panel

If the Parties fail to reach an agreement within sixty (60) calendar days after notification of the proposed change, either Party may request mediation with the Federal Mediation and Conciliation Service (FMCS). If agreement is not reached during mediation, either Party may declare impasse and pursue an appeal with the Federal Service Impasses Panel (FSIP). If this procedure is invoked, Management shall postpone the implementation of any change until the impasse is resolved, except where the implementation is otherwise permitted by law. Management retains the right to implement its last, best, and final offer in the event the Union fails to seek timely assistance from the Federal Service Impasses Panel but will give advance notice to the Union of at least ten (10) business days of its intent to do so. The Union may invoke its right to pursue an appeal with the Federal Service Impasses Panel within these ten (10) business days of notification.

Section 6. Agency Head Review

Agreements negotiated pursuant to this Article will be subject to Agency Head Review (AHR) pursuant to 5 U.S.C. 7114(c). In the event of disapproval at Agency Head Review, the Union will have the option of renegotiating the proposals that did not pass AHR. The option to renegotiate must be exercised by the Union by notice to Management within ten (10) business days of notice of disapproval.

ARTICLE 5 - Employee Rights

Section 1. Employee rights are codified in the FLSMRS at 5 U.S.C. § 7102: Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right –

- a) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 2. Both Parties recognize that Employees have the right to refrain from participation in bargaining unit activities and to do so freely, without fear of penalty or reprisal. Therefore, both Parties agree that there will be no undue pressure placed on Employees to become active members of the Union. This section is not intended to limit the reasonable recruiting efforts of the Union in their attempts to increase active membership.

Section 3. All Employees shall be treated fairly and equitably in all aspects of personnel management, and without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, handicapping condition, Union membership, and with proper regard and protection of their privacy and constitutional rights.

Section 4. Employees will be protected against reprisal for the disclosure to NOAA officials, members of Congress, or appropriate legal authorities, information that the Employee believes evidences a violation of law, rule, or regulation, or evidences mismanagement a waste of funds, or an abuse of authority. However, in the case of misconduct associated with the disclosure of information, Employees may be subject to disciplinary action.

ARTICLE 6 - Management Rights

Section 1. Management rights are codified in the FLSMRS as 5 U.S.C. § 7106:
Management Rights:

- a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any Management official of any agency –
 - 1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - 2) in accordance with applicable laws -
 - A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - C) with respect to filling positions, to make selections for appointments from
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b) Nothing in this section shall preclude any agency and any labor organization from negotiating
 - 1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - 2) procedures which management officials of the agency will observe in exercising any authority under this section; or
 - 3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 7 - Representational Rights and Duties

Section 1. Consistent with 5 U.S.C. § 7114 (a)(2)(B), the Union shall be given an opportunity to be present at any examination of an Employee in the unit by a Management representative in connection with an investigation if the Employee reasonably believes that the examination may result in disciplinary action against the Employee and the Employee requests representation. At any examination of an Employee as part of an investigation which may lead to disciplinary action against that Employee, the Management representative will explain the purpose of the meeting to the Employee prior to the examination.

Section 2. If the Employee being interviewed requests representation, no further questioning will take place until the Employee has been given a reasonable amount of time, normally one (1) work day, to contact an appropriate representative.

Section 3. Consistent with 5 U.S.C. § 7114 (a) (2) (A), the Union will be afforded an opportunity to be represented at any formal discussion between one (1) or more representatives of Management and one (1) or more Employees or their representatives concerning (a) any grievance (a meeting concerning a grievance is, by definition, a formal discussion), or (b) any personnel policy or practice or other general condition of employment. For formal discussions as in (b) above, the Union will be given advance notice of the meeting via electronic mail and/or telephonically by contacting the designated Union representative, when practicable, at least five (5) business days in advance of the discussion. The Union representative need not be present at routine informational meeting during which no discussion occurs regarding changes in personnel policy, or practices, or general conditions of employment.

Section 4. At those meetings where the Union is represented, Management will acknowledge the attendance of the Union representative at the start of the meeting. Furthermore, Management will permit the Union representative to ask questions and to present a brief statement before the end of the meeting outlining the Union position concerning the issues. The Union representative will refrain from activities designed to disrupt the meeting. All issues to be discussed at the meeting by Management will be listed in a written agenda, where practicable, which will be forwarded to the Union at the same time that the Union receives prior notice of the meeting.

ARTICLE 8 - Official Time

Section 1. Consistent with 5 U.S.C. § 7131(d), Management shall authorize official time in any amount that Management and the Union agree to be reasonable, necessary, and in the public interest.

Authorized Official Time will be granted to elected Union officials (President, Vice-President, and Secretary) and the appointed Union Steward(s). The noted Union officials may use four hours per week without a written explanation and eight hours per week with a written explanation to Management.

Employees who are not elected or appointed Union officials in the bargaining unit representing the Union in official representational duties (e.g., for special projects or short-term duties) must request in writing and receive approval for Official Time in advance from their supervisors.

All Employees serving as Union representatives and using official time will document the official time used with the appropriate code in the Department's WebTA system.

In the event the supervisor is unavailable or in emergency situations, the Union representative may proceed to use a reasonable amount of official time as provided by this contract and provide to the supervisor a record of the amount of official time used. No more than eight (8) hours will be approved in these instances.

Section 2. Official time may only be used on the days and during the times that a Union official would be otherwise in a duty status. The Union shall provide Management with the names of the Union officials authorized to use official time within 10 business days of Union elections or appointments. The Employee will enter on their timesheet, per standard time and attendance procedures, official time used for Union covered representational activities. The term official time shall include the purposes set forth in 5 U.S.C. § 7131, as well as other representational activities including:

- a. attendance at formal meetings;
- b. attendance at meetings involving unfair labor practice charges or unit clarification petitions and preparation time for such meetings;

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- c. representation of Employees in disciplinary matters in which Employees are entitled to representation;
- d. presentation of appeals in connection with statutory or regulatory procedures in which the Union is a party or is designated as the representative, (e.g., Merit System Protection Board (MSPB) and Equal Employment Opportunity Commission (EEOC) proceedings);
- e. attendance at Employer examinations of any bargaining unit Employee, in connection with an investigation at which an Employee requests such representation;
- f. attendance at grievance meetings and arbitration hearings;
- g. attendance at meetings of committees or workgroups when the Employer has given authorization for Union attendance;
- h. attendance at negotiations as a member of the negotiations team;
- i. to confer with Employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement wherein the Employee has elected to have a representative and is entitled to such representation;
- j. to complete research in preparation for labor-management related meetings, negotiations, and hearings;
- k. to prepare and maintain records and reports required of the Union and its representatives by any Federal Agency;
- l. to respond to Congressional contacts relative to representational matters;
- m. time spent in preparing replies to Employer proposals and proposed Employer policy changes submitted to the Union for comment or consideration; and,
- n. time spent in labor-management meetings or special projects mutually agreed to by the Parties.

Section 3. Internal Union business will be conducted on non-duty time. The term internal Union business shall include the purposes set forth in 5 U.S.C. § 7131(b), including such actions as

- a. the solicitation of membership,
- b. elections of labor organization officials, and
- c. collection of dues.

Section 4. Employees covered by this Agreement will be accorded reasonable official time to consult with a Union representative for representational purposes or for representing themselves consistent with the terms of this Agreement and applicable regulations and law. This includes time for preparation, attendance (at meetings and/or hearings), and travel of the Employee for matters such as grievance/arbitration, Federal Labor Relations Authority (FLRA), MSPB or other disciplinary actions, adverse action proceedings, and Unfair Labor Practice (ULP) charges and/or complaints. The Employee will make every reasonable effort to request and have advance approval of such use of official time. The Employee will continue to administer and control his/her work-load in a manner that is in the best interest of the Division.

Section 5. It is understood that nothing in this Agreement is intended to limit the statutory rights to official time provided pursuant to 5 U.S.C. § 7131 or any other statute or regulation.

ARTICLE 9 - Communications

Section 1. Management agrees that the Union may have reasonable use of telephone service, fax machines, e-mail, photocopy machines, computers and printers, and regular mail/postage (including priority, express, or overnight mail) for the purpose of preparing for or facilitating labor-management relations, or any other purpose for which official time is permitted under this Agreement. The Union will ensure that its use of the above-listed equipment does not unduly interfere with the normal operations of the office.

Section 2. The above-listed equipment may not be used to conduct internal Union business. Furthermore, the Parties agree that Employees using the above-listed equipment shall be in non-duty or official time status and shall not impede the work of the Agency.

Section 3. Management will make a 3' x 4' bulletin board near the staff offices in Seattle available to the IFPTE Local 8A to post information. Management will also provide a link to the IFPTE Local 8A website on the OR&R Intranet site, provided such a site exists.

Section 4. Management will use a checklist job aid for ensuring new bargaining unit employees to the Division are oriented satisfactorily. A Union representative may take up to 15 minutes of official time to meet with new Employees in the bargaining unit to provide appropriate orientation information. Management will provide new bargaining unit employees with a copy of their position description and a pre-approved, single sheet (8.5" x 11") piece of literature for the IFPTE Union.

Section 5. Employees will be annually informed of their rights to have Union representation in connection with an investigation, as specified in Federal Service Labor-Management Relations Statute, § 7114(a)(3).

ARTICLE 10 - Dues Withholding

Section 1. General

In implementing the dues deduction program, Management and the Union will be governed by the provisions of 5 U.S.C. 7115 and this Article. Employees who occupy positions represented by the Union may have their dues withheld through payroll deduction. Dues withholding is to be voluntary on the part of the individual Employee. The Union is responsible for informing the Employee of the voluntary nature of dues withholding and the conditions governing an Employee revocation of dues withholding.

The Union will pay no fee for the services set out in this Article. Management is responsible for all costs associated with this payroll deduction allotment or revocation of dues processing.

Section 2. Supply of Forms

The Union will be responsible for the distribution of Standard Form 1187 (SF-1187) for the use by an eligible Employee of the Union who wishes to authorize the deduction of his/her dues. Standard Form 1188 (SF-1188) will also be available through the Union and Management for Employees who wish to revoke the allotment as described in Section 8. of this Article.

Section 3. Requesting Dues Withholding

Standard Form 1187 may be completed at any time by an Employee certified by only the Union President, Vice President, or Treasurer of the Union, and forwarded to the Management representative for concurrence. The Management representative will in turn forward the approved dues allotment form to the Office of Human Capital Services (OHCS), Employee and Labor Relations Branch for processing. Dues will be withheld beginning with the first complete pay period following receipt of SF-1187.

Section 4. Dues Schedule

The Union certifies that the dues schedule applicable to its members will be provided to each Employee prior to membership enrollment. Employee's dues schedule may be changed pursuant to Section 7. of this Article.

Section 5. Union Members Not In Good Standing.

If the Union suspends or expels a Union member, it will notify the Management representative by email of that determination. The Management representative will subsequently notify OHCS, Employee and Labor Relations Branch with an SF-1188 to cease dues deduction for that Employee and copy the Union Chapter President.

Section 6. Dues Withholding Fees and Accounts

NOAA/OHCS will remit by Electronic Funds Transfer (EFT) the net amount of dues withheld. OHCS, Employee and Labor Relations Branch, will also send to the Union a listing of names and amounts withheld.

Section 7. Change in Amount of Dues

Changes to the amount of Union dues cannot occur until 12 months have passed since the latest change. When the amount of regular dues changes, the Union President or designee will notify the Management representative of that change in writing using an SF-1187. The Management representative will acknowledge and forward by email to the OHCS, Employee, and Labor Relations Branch for inclusion in future allotments, and the Union Chapter President will be copied. This should take effect within two bi-weekly pay periods of notification to the OHCS, Employee, and Labor Relations Branch.

Section 8. Automatic Termination of Dues Withholding

All dues allotments of Union dues withholding will be automatically terminated in the event of loss of exclusive recognition. If the Employee is on a temporary assignment to a non-bargaining unit position, Management will notify the OHCS, Employee, and Labor Relations Branch to cease the allotment of Union dues deduction and so inform the Union President. The Employee will be responsible for submitting a new SF-1187 upon returning to a bargaining unit position if he/she elects to voluntarily continue to pay Union dues through payroll deduction.

Any individual allotment for dues withholding shall automatically terminate upon the separation of the Employee from the Department or transfer of the Employee from the bargaining unit. The Union will certify to Management any member who ceases to be a member in good standing.

Section 9. Correction of Errors.

Administrative errors in remittance amounts will be corrected and adjusted in the next remittance to be issued to the Union. Management agrees that the total error in the amount of dues withheld from the Employee shall be adjusted as soon as practicable after it has been discovered by OHCS or OHCS has received written notification from the Union of the error.

If an Employee has been improperly separated and is ordered reinstated by the appropriate authority to a bargaining unit position, the Employee is required to initiate a new SF-1187 to restart dues withholding if they voluntarily elect to do so.

ARTICLE 11 - Information Requests

Section 1. The Union will make all requests for information, in accordance with 5 U.S.C. 7114 (b) Federal Service Labor-Management Relations Statute, in writing. The written request will include a description of the specific information needed and an explanation of the particularized need for the information that explains how the Union intends to use the requested information and how that use of the information relates to the Union's role as the exclusive representative.

Section 2.

- a. Management will provide a written response to the Union within ten (10) business days. The response will include the information or a detailed explanation as to why the information is not being provided. If Management is unclear about the Union's stated reason for needing the requested information, Management will, within five (5) business days, ask the Union to clarify the request.
- b. The Union will agree to any reasonable Management written request for delay in providing any or all of the requested information provided such a delay does not interfere with the timeliness of the underlying issue. Such a request must include an explanation for the delay and expected delivery date.

Section 3. In order to encourage exchange of information, Management may, but is not required to, have Union representation or observers on management committees that recommend changes in workplace conditions affecting the bargaining unit.

ARTICLE 12 - Grievances

Section 1. The grievance procedure is pursuant to the Federal Service Labor-Management Relations Statute (FSLMRS), subchapter III, 5 U.S.C. § 7121 et. seq.

Section 2. Both Parties recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible using flexible and informal procedures. The Union or any bargaining unit employee shall have the right to present a grievance and have it promptly considered on its merits. The initiation of a grievance by any bargaining unit employee shall not cast any adverse reflection on his or her standing as an Employee, and Management will refrain from any reprisal or adverse action to the Employee or Union representative due to the initiation of a grievance. Likewise, the initiation of a grievance by Management shall not cast any adverse reflection on Management, and bargaining unit employees will refrain from any reprisal or adverse action to Management due to the initiation of a grievance.

Section 3. A grievance is defined as any complaint by any bargaining unit employee concerning any matter relating to the employment of the Employee; a complaint by the Union concerning any matter relating to the employment of any bargaining unit employee; or, a complaint by any Employee, the Union, or the Management concerning the effect or interpretation, or a claim of a breach of, this Agreement. The Union also has the right to file, as a grievance under this contract, any alleged unfair labor practices. When it does so, however, it waives its right to file an unfair labor practice charge over the same issue with the appropriate authorities under law and regulation.

Section 4. Excluded from this grievance procedure are the following:

- a. Any claimed violation of subchapter III of Chapter 73 of Title 5, United States Code, relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532 of Title 5, United States Code (national security);
- d. Any examination, certification, or appointment;

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- e. The classification of any position that does not result in the reduction in grade or pay of an employee;
- f. Termination of a probationary employee in accordance with Office of Personnel Management regulations and appropriate United States Code.
- g. Notice of proposed personnel action;
- h. Matters excluded by law or government-wide rule not in conflict with this Agreement; and,
- i. Complaints or appeals from persons outside the bargaining unit.

Nothing in these exclusions is intended to prevent any Employee from filing an EEO complaint using the established protocols for such complaints.

Section 5. Any bargaining unit Employee or group of Employees may present such grievances to Management and have them adjusted, without involvement of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement. In these cases, the Union must be given an opportunity to be present at any meeting with the grievant regarding adjustment of the grievance. A bargaining unit employee or group of Employees proceeding without the involvement of the Union must follow the negotiated grievance procedure. When an Employee files a grievance and does not designate the Union as his or her representative, if the Union requests, Management shall furnish the Union with a copy of the filed grievance, and the response issued at each step.

Section 6. For discussions with bargaining unit employees concerning grievances, the Employee will be given reasonable time to notify a Union representative.

Section 7. Under circumstances involving EEO complaints, a bargaining unit employee has the option of filing a grievance under the negotiated grievance procedure or an EEO complaint under the EEO complaint procedure, but not both. For the purpose of this Article, a bargaining unit employee shall be deemed to have exercised his/her option at such time as the bargaining unit employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing in accordance with the provision of the procedure in this Article, whichever occurs first.

Section 8. The Parties acknowledge that this negotiated grievance procedure neither expands or contracts the jurisdiction of the Merit Systems Protection Board (MSPB) as provided by law. Further, nothing in this Article is intended to limit the arbitrator's authority to determine questions of arbitrability.

Section 9. The grievance shall be filed at the step at which the subject matter of the grievance arose, except in the case of grievances involving disciplinary actions that may be filed at the next higher supervisory level. In the event that Management decides that the grievance can effectively be resolved at a lower level than that at which it was initiated, Management may remand the grievance to the appropriate level and the remand shall be accomplished in a timely manner. In such cases the time requirement for an answer shall be fifteen (15) business days from the date of the remand.

The grievance procedure shall consist of the following steps:

STEP ONE. Any Employee may refer a grievance to the Union if he or she desires. At step one in accordance with this Article, a grievance is to be presented to the first level supervisor of the grievant, or his or her designee, in writing. The grievance must be received not later than thirty (30) business days following the date on which the grieving party knew or should have known of the facts giving rise to the grievance. When the basis for the grievance is a continuing practice or condition then the grievance can be filed at any time. The Employee or his/her representative may request an oral presentation of the written grievance. If requested, the oral presentation will take place within ten (10) business days following the date the grievance was received. A written grievance answer will be issued by the first level supervisor, or his or her designee, within thirty (30) business days following the date on which the grievance was received.

The written grievance shall include:

- a. The name and office address of the bargaining unit member;
- b. A statement with details of the issue and the grounds for the grievance, including, any law, rule or regulation violated, if known;
- c. Corrective action requested and the reasons for such action; and,
- d. The name of the designated representative, if any.

STEP TWO. Absent resolution of the grievance at step one, the bargaining unit employee and/or his or her representative may present the grievance at step two. The step two grievance must be in writing and signed by the grievant or his or her representative, and received by the second level supervisor, or his or her designee, within twenty (20) business days of the issuance of the Step One answer. The bargaining unit employee or his/her representative may request an oral presentation in the written grievance. If requested, the oral presentation will take place within ten (10) business days following the date the grievance was received unless the Parties mutually agree otherwise. The Step Two answer will be issued in writing within twenty (20) business days following the date on which the Step Two grievance was received.

Section 10. In computing time periods for Steps 1 and 2 of this Article, should the time to either file a grievance or respond to a grievance fall on a weekend, a holiday, or during a shutdown or furlough, the time limit will automatically be extended to the next business day.

Section 11. Failure on the part of Management to meet any of the time requirements of this procedure during Step One will permit the grievance to advance to Step Two upon written initiation by the bargaining unit employee or designated representative.

Failure on the part of Management to meet any of the time requirements of this procedure during Step Two will mean that Management agrees to the position of the bargaining unit employee or designated representative, provided that the position is consistent with applicable law or government-wide regulation.

If the bargaining unit employee or representative fails to meet the requirements in Section 10 and prosecutes the grievance within the stated time frames, the grievance will be terminated by Management.

Section 12. Management grievances must be filed within thirty (30) business days of the date Management knew or should have known about the matter, unless the matter is a continuing practice or condition, which may be filed at any time. Management grievances shall be in writing addressed to the Chief Steward. In the event the Chief Steward is the subject of the grievance, the grievance shall be addressed to the Local Chapter President. The Chief Steward or his or her designee, shall issue a written answer addressed to the Employer representative who signed the grievance. The answer shall be

provided within thirty (30) business days after receipt of such grievance. Management may request an oral presentation of the written grievance. If requested, the oral presentation will take place within ten (10) business days following the date the grievance was received.

Section 13. Nothing herein should be deemed as foreclosing either the Union or Management from attempting to adjust the grievance by using alternative dispute resolution procedure.

Section 14. Any of the foregoing time requirements can be extended by mutual written consent of all Parties. During response emergencies any of the foregoing time requirements can be extended up to 30 business days upon reasonable written request by either Party. All correspondence between the Parties for grievance and arbitration processing shall be by United States Postal Service, a commercial delivery service, fax machine, electronic mail, or delivered in person. Time limits under this Article shall commence on the date of receipt.

ARTICLE 13 - Arbitration

Section 1. If the answer at the final step of the grievance procedure does not resolve the grievance, the Union or Management may refer the grievance to binding arbitration by mailing or otherwise transmitting written notice to the other party within twenty (20) business days after receipt of the last answer. If Management fails to issue a timely decision at the last step of the grievance procedure, or fails to deliver the decision to the Union, the Union may invoke arbitration under Section 7. below within forty (40) business days of the date when a decision should have been issued by Management.

Upon referral of a grievance to arbitration, the Party invoking arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five arbitrators having federal sector experience. The party requesting the list of arbitrators shall pay the fee charged by the FMCS for production of the list. The Parties will meet within ten (10) business days of receipt of the list of arbitrators.

If the Parties cannot mutually agree upon one of the listed arbitrators, they shall alternately cross off one name at a time until one arbitrator remains, who shall then be the arbitrator selected by the Parties. The right to be the first to cross off the name of an arbitrator shall be determined by coin toss.

Section 2. The Parties agree that arbitrations will be held in Seattle unless mutually agreed otherwise. To the extent available, the arbitrators will be from the Seattle area.

Section 3. The Parties may mutually agree to consolidate grievances containing substantially common issues of law and fact. The Parties will endeavor to accomplish any mutually agreed upon consolidation five (5) business days after a grievance has been referred to arbitration.

Section 4. The Arbitrator will be requested by the Parties to render a decision as soon as possible, but no later than thirty (30) business days after the conclusion of the hearing unless the Parties agree otherwise.

Section 5. The Arbitrator is bound by applicable law and applicable government-wide rule or regulation. Further, the Arbitrator shall have no authority to alter the terms of this

Agreement. The decision of the Arbitrator will be final and binding on the Parties, subject to the right of appeal set forth in the FSLMRS.

Section 6. Any arbitration involving alleged prohibited personnel practices will allow the Arbitrator to order a stay of any personnel action in a manner similar to the manner described in 5 U.S.C. 1221 (c) with respect to the Merit Systems Protection Board (MSPB); and the taking, by an agency, of any disciplinary action identified under 5 U.S.C. 1215 (a) (3) that is otherwise within the authority of such agency to take.

Section 7. Should either Party refuse to participate in arbitration or should either Party fail to respond in a timely manner at the last step of the grievance procedure, the other Party may unilaterally employ an Arbitrator and present the case to the Arbitrator. The Arbitrator will have the authority to render a decision. At least ten (10) business days before an Arbitrator is contacted by a Party under this section, that Party will send written notice to the Party refusing to participate in arbitration of its intention to contact an Arbitrator. The Parties acknowledge that refusal to participate does not include reasonable requests for postponements made by either Party.

Section 8

- a. The Union and Management will share the Arbitrator's fees and expenses equally, and the cost, if any, of a mutually agreed upon hearing facility if government space is not available.
- b. A transcript of the proceedings will be made unless the Union and Management mutually agree that one is not needed. The cost of the transcript will be shared equally.
- c. Each Party will be responsible for the costs of their own representation unless otherwise directed by the Arbitrator.

Section 9. In the event the Party invoking arbitration fails to contact the Arbitrator selected by the Parties for the purpose of scheduling a hearing date(s) within 60 calendar days of the date the Party invoked the arbitration process, the arbitration shall be deemed dismissed with respect to subject grievance, unless the Parties agree otherwise. The Parties will cooperate in agreeing upon arbitration dates in an effort to resolve the dispute.

ARTICLE 14 - Official Travel

Section 1. **Laws and Regulations**

The Division shall follow Federal law and the Federal Travel Regulations (FTR) in effect at the time of this Agreement.

Section 2. Employees shall not be required to travel except under conditions and procedures prescribed by pertinent laws and regulations, including the FTR/DOC/NOAA/NOS Travel Regulations. Unless organization needs require otherwise, when practical, time spent on travel status will be scheduled during duty hours of the traveling Employee. However, Employees may travel at other times provided it does not impede the mission or increase costs to the Division.

Section 3. Management will make a reasonable attempt to ensure that travel assignments are made in a fair manner. When practical, Management will solicit volunteers from among qualified Employees for travel assignments. Both Parties understand that Management has the final authority to determine all the qualifications necessary to perform all assignments and to assign work to individual Employees. Upon an Employee request, Management will provide an explanation in writing as to why an Employee was not selected for a specific assignment involving travel.

Section 4. Employees will use government issued travel cards for official travel expenses unless such use is impractical or would cause exceptional inconvenience to the traveler or where exemption from use of the travel card is specified in the FTR. Upon request, supervisors will help Employees overcome any administrative issues that may delay reimbursement for any timely submitted travel voucher.

Section 6. Employees will not be required to use privately owned vehicles (POVs) for official travel. However, an Employee may elect to use a POV if the Agency mission is not impeded. Employees will be responsible for any additional cost, beyond what is authorized, that is incurred by their use of their POV.

Section 7. Employees will not be required to share lodging accommodations unless emergency conditions require this. Management will make every reasonable effort to find individual lodging. If sharing of lodging is required, this will be discussed with the Employee as a condition of, and prior to, the travel.

Section 8. The Union may request travel and per diem expenses related to any official time activities listed in Article 8: Official Time of this Agreement. Such requests must explain the need for the Union's physical presence and the unavailability of local representation. The Union shall make every practicable effort to rely on Employees who are locally available for participation in such activities. The Parties agree to utilize teleconferencing capabilities to minimize travel cost whenever practicable. Management will approve, on a case-by-case basis, any reasonable request that is consistent with the objectives and goals of the organization.

Subject to budget constraints, Management will fund travel and per diem expenses, not to exceed five (5) business days or one trip per year, for one (1) Union official to attend training related to official representational duties of the Union. This training may not be for internal Union business.

When the Union files a grievance, and the Parties agree that travel is necessary (i.e., alternative forms of meeting such as conference calling would fail to provide for an effective grievance meeting and no local representative is available), Management and the Union agree to equally share the travel costs and per diem for one Union representative when necessary to represent the bargaining unit.

In the event of Arbitration, Management and the Union agree to pay for travel for their own witnesses.

ARTICLE 15 - Computer Security and IT Policy

Section 1. Personal entertainment files, such as music files and movie files, may not be downloaded to government owned computers. Such files that are for official government business may be downloaded to government-owned computers or transferred to personal computers subject to the restrictions in this Article.

Section 2. Software that is to be used on government computers is to be purchased by the government. Employees that need such software for the performance of their official duties should make the purchase request through their supervisors. Management should respond to any Employee's software request within 10 business days.

Employees shall request permission from Management prior to installing applications on government-supplied IT equipment. Management will respond to such requests within 10 business days and will provide, in writing, an explanation for any installation refusal.

Section 3. Employees may elect to use their own personal mobile IT devices to perform their work provided such devices are not directly connected to a government internal network or contain PII or classified documents and comply with all existing DOC, NOAA and NOS policies concerning the handling of data and information provided such policies do not contradict this CBA or other existing Agreements between the Union and Management. The employee agrees to pay for all costs required to use such personal IT devices and maintain reasonable anti-virus protection on them. The Employee will allow access to the devices to respond to legitimate discovery requests for civil or criminal proceedings and shall comply with all directives of the Agency with respect to litigation holds, data preservation (including backups), data integrity, and protection.

Section 4. Should Management require the Employee to use government provided IT equipment in the office, field, or at an alternative worksite, Management will be responsible for the cost of all such equipment and supplies. Management is not responsible for any employee supplied IT equipment.

Section 5. Employees may use government-provided mobile IT devices in-off duty time for limited, personal, non-commercial use provided such usage does not increase the cost to the government, threaten IT security, or access inappropriate material.

ARTICLE 16 - Research Programs and Demonstration Projects

Section 1. Any research or demonstration project as defined under 5 U.S.C. § 4701, approved by OPM and affecting the bargaining unit employees, will be negotiated with the Union and not implemented until agreement is reached. Terms of this CBA will take precedence over any provision of the research or demonstration project unless specified by law or otherwise agreed to by Management and the Union.

Section 2 Employee participation in research and demonstration projects under this Article will not be construed as a forfeiture of an Employee right provided for by law, regulation, or this Agreement.

ARTICLE 17 - Public and Scientific Communication

Section 1

- a.
 - 1. Management supports employees in conducting, presenting, and publishing scientific and technical research consistent with Division priorities and will not unreasonably restrict or interfere with employees' opportunity to do so.
- b.
 - 1. Subject to budget and mission constraints, employees are encouraged to participate in and give technical presentations at scientific and technical conferences. Permission to submit a paper to a conference does not obligate management to send the employee to the conference. However, Management will consider acceptance of a paper at a conference as a criterion in determining who may attend the conference.
 - 2. Employees may request annual leave before and after the conference, provided that it does not add to the expense of attending the conference or impede the Agency mission. Management may not use conference location as a reason to deny annual leave.
- c. There are a number of overarching policies and regulations addressing public and scientific communications. Particularly relevant documents include:
 - 1. Information Quality Act (Public Law 106-554) and associated Departmental and subordinate policies;
 - 2. Office of Management and Budget memorandum of December 16, 2004 "Issuance of OMB's 'Final Information Quality Bulletin for Peer Review'";
 - 3. Department of Commerce Administrative Order DAO 219-1 "Public Communications";
 - 4. Department of Commerce Social Media - Web 2.0 policy (2011); and,
 - 5. NOAA Administrative Order 202-735D "Scientific Integrity." Dec 7, 2011.
 - 6. White House Memorandum for the Heads of Executive Departments and Agencies on Scientific Integrity. Dec 17, 2010.

Section 2.

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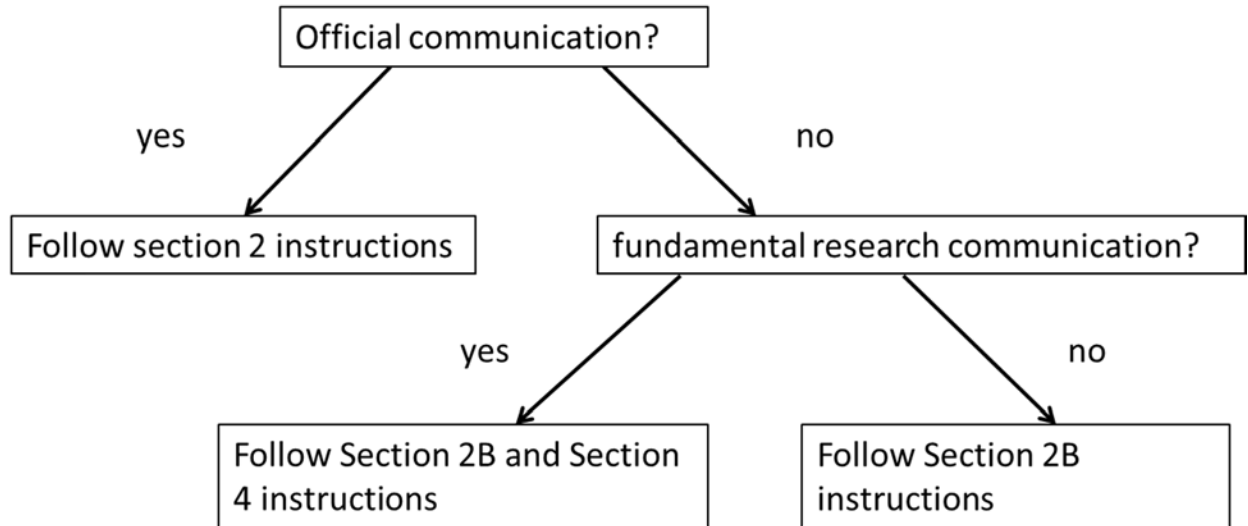
- a. All scientific publications or presentations that represent an official view of the Agency will follow the guidelines contained in the Information Quality Act (Section 515 of Public Law 106-554) and Office of Management and Budget (OMB) Bulletin M-05-03. Information products that do not represent an official view of the Agency are not covered by the IQA and OMB guidelines.
- b. No public communication may:
 1. contain classified or other material restricted by law or regulation;
 2. violate ethics regulations and statutes; or,
 3. improperly attribute personal views of the employee to the Department or views that could reasonably be perceived by the public as doing so.
- c.
 1. Official communications are public communication by an employee that relates to the Department's programs, policies, or operations and takes place or is prepared:
 - a. at the direction of their superior;
 - b. substantially during official working hours of the employee;
 - c. with substantial use of U. S. government resources; or,
 - d. with substantial assistance of U.S. government employee(s) on official duty.

Typically, official communications involve matters of policy, budget, or management. Official communications are subject to agency pre-approval.
- d. Employees may remove their names as author or contributor from any official report or communication if the employee concludes that it does not represent their best professional judgment or conclusions on the subject matter covered by the report or communication.

Section 3.

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- a. To be open and transparent about their work, and consistent with the NOAA Scientific Integrity Policy NAO 202-735D (Dec 7, 2011) and their official duties, ERD bargaining unit members may freely communicate to the media, their peers, and the public about scientific and technical matters based on their official work, including scientific and technical ideas, approaches, findings, and conclusions that are based on their official work, provided such communication does not violate the restrictions of Section 2(b) of this Article.
- b.
 1. If a bargaining unit employee finds it difficult to distinguish between an official communication and non-official communication, they should consult with their supervisor or other appropriate Management official for a determination.
 2. If adverse action is proposed against an employee for activities that involve the determination of whether a communication is an official or non-official communication, then the employee may request a management-appointed independent advisory review of that determination.
 3. Any employee who foregoes submitting a non-official and non-emergency communication to Management for approval assumes sole responsibility for adherence to the restrictions in Section 2(B) of this Article. Unless impractical, the employee will inform their supervisor or other appropriate Management official prior to the nonofficial communication if the communication involves Agency programs, policies, or operations.
 4. The following diagram is to be used only as an aid to assist in understanding this article.



Section 4.

- a. A brief definition of a Fundamental Research Communication is a public communication prepared as part of the employee's official work regarding the products of basic or applied research in science and engineering, the results of which ordinarily are published and shared broadly within the scientific community. Matters of policy, budget, or management are not considered Fundamental Research Communications.
- b.
 - 1. Management may require peer review and/or a disclaimer for fundamental research communications.
 - 2. Fundamental research communications that have undergone peer review by reputable scientific journals or conferences, as recognized by Agency past practice, will be assumed to have met the peer review requirement unless Management specifies otherwise in advance and provides reasonable justification for any additional peer review.
 - 3. Such additional review should be based solely on assessment of scientific suitability and merit and be consistent with the timely release of the communication. The employee will submit the draft fundamental research communication material to the approving official in a timely manner and confirm they have received it. The approving official will inform the employee of the expected date of reply. If the approving official fails to respond by the specified

- date and further delay would prevent or impede the fundamental research communication, then the employee may take this failure as approval of the fundamental research communication.
- c. An example of an acceptable disclaimer notice for a fundamental research communication, as per DAO 219-1 Section 7.03 is "The information in this document reflects the views of the author, and does not necessarily reflect the official positions or policies of the National Oceanic and Atmospheric Administration or the Department of Commerce." Upon Management approval, alternative disclaimers may be used.

Section 5. Responders engaged in communicating on-going spill incident information to those outside the U.S. Government will be considered to be engaged in emergency official communications governed by the requirements of Section 10 of DAO 219-1.

ARTICLE 18 - Promotion and Hiring

Section 1. If a bargaining unit employee is promoted to a position in the bargaining unit, and within one year after the promotion, is demoted for inability to perform at the higher level, Management agrees to make reasonable efforts to return the Employee to a position equivalent to the one held before the promotion occurred, whenever practical.

Section 2. In filling an existing position as per H. R. Bulletin #210, FY17, the selecting official may, at his or her discretion, limit the area of consideration for ERD competitive personnel actions to members of the bargaining unit. When conducting a competitive personnel action drawing on applicants from outside of the bargaining unit, the selecting official will give first consideration to any bargaining unit employees listed on the certificate. The selecting official will expand consideration to other candidates listed on the certificate when, in the judgment of the selecting official, it would be in the best interests of the government to do so.

Section 3.

With respect to the NOAA Merit Assignment Plan:

- a. A vacancy announcement will be open for a minimum of 10 business days.
- b. Job vacancies (including competitive promotions) within the bargaining unit will be announced to bargaining unit employees via email as early as practical.
- c. If a ranking panel is established by NOAA's Office of Human Capital Services to evaluate candidates for a position within the bargaining unit, the Union will be given the opportunity to designate a representative to be an observer. The Union representative's purpose will be to help prevent foreseeable adverse effects in the selection process by helping to ensure that bargaining unit employees are rated accurately based on the written application. The Union representative will not: 1) participate in determining the ranking criteria, nor 2) participate in the final ranking discussions.

Section 4.

If an appropriate authority decides there was an unjustified or unwarranted personnel action as defined by the Back Pay Act (5 U.S.C. 5596) and applicable decisional law, and the Employee would have been selected for promotion, the employee will receive appropriate compensation and allowances as pursuant to the Back Pay Act.

ARTICLE 19 - Details and Temporary Positions

Section 1. A detail is a temporary assignment of an Employee, without an official personnel action to change his/her position assignment of record, to perform duties other than those of the position he holds under his/her current appointment. An Employee may be detailed only when there is statutory authority for such a detail. Proper use of details is specified in DAO 202-334, Section 2.04. If management determines that more than one Employee possesses the requisite qualifications for a particular detail, it will request volunteers unless it determines that there are strong programmatic reasons not to do so. Management will provide a written explanation of their choice if requested by the Union or affected Employee. If temporary relocation is required for an involuntary detail, Management will approve payment of Employee relocation expenses as provided by law and regulation. If temporary relocation is required for a voluntary detail, Management may approve payment of Employee relocation expenses as provided by law and regulation unless stated in the detail announcement that relocation funds are not available.

Section 2. Employees recovering from a serious illness or injury may submit a written request to their supervisor requesting temporary assignment commensurate with their illness or injury and qualifications. Management will consider such requests in accordance with applicable rules, regulations, and medical recommendations.

Section 3. Employees will not be assigned to details exceeding 120 days unless authorized as per DAO 202-334, government-wide regulation, or law. Selection for details of more than 60 days to a higher grade position or a position of known promotional potential will be done through the competitive process.

Section 4. Any Employee detailed to a higher graded position will receive a temporary promotion to that higher grade, pursuant to government wide regulation, existing Department of Commerce policy, and the Employee's qualifications for holding a higher graded position. An Employee being temporarily assigned to a lower-graded position will not have his/her salary or classification adversely affected.

Section 5. Temporary work assignments, particularly those of a higher grade, may be rotated among qualified Employees to the extent practicable.

Section 6. Work that, as a result of the detail, is distributed to other Employees of the bargaining unit will be parceled out in a fair and equitable manner.

ARTICLE 20 - Part-time Employment and Job Sharing

Section 1. Job sharing involves an arrangement between two or more Employees under which they share a full-time job. Employees wishing to job-share must make a written request to Management, including requested work-schedules. Management agrees that entry into job-sharing should be strictly voluntary and initiated by the Employee without coercion. Employees who are job-sharing are considered part-time.

Section 2. Part-time career employment is regularly scheduled work from 16-32 hours a week in either the permanent competitive or excepted service in Tenure Group I or II. Employment on a temporary or intermittent basis is not included. Any full-time Employee wishing to convert to part-time must submit a written request to his/her supervisor. Management will make a good faith effort to accommodate the request and will provide a written explanation to the Employee within 10 business days if the request is denied. Management will notify the Employee that this action may affect Employee benefits, and the Employee should inform himself/ herself of the expected impact on benefits. There is no guarantee that an Employee converting to part-time employment may subsequently convert back to a full-time employee.

Section 3. Management will notify the Union when recruiting for a temporary employee to staff a bargaining unit position that was previously filled with a permanent employee. Employees with temporary appointments will be considered members of the bargaining unit and are entitled to representation.

ARTICLE 21 - Incident Response

Section 1. Response, for the purposes of this Article, is construed to mean answering telephone calls, faxes, or emails on technical queries with respect to actual spill events or other emergencies or reacting to said events in person by reporting to the Employee's place of work or on scene to perform work. Compensation means one of the many forms of pay or benefits that are afforded to Employees for their time, to include, but not limited to: pay, premium pay, credit hours, and compensatory time.

Section 2. When practical, Management will solicit volunteers from among qualified Employees for field assignments involving emergency response and try and provide opportunities to all qualified staff. Management may consult with the appropriate Scientific Support Coordinator with regards to needed skills for the response but Management retains the right to determine qualifications necessary to perform any particular field assignment.

Section 3.

- a. If an Employee, either in a duty status or on an unannounced recall, responds to an emergency response incident outside of his/her scheduled working hours, the Employee may claim a minimum of 1 hour of compensation. If the Employee is required to travel from his/her present location to his/her office or alternative work location to fulfill the duties of the response, a minimum of 2 hours of compensation may be credited to the Employee.
- b. Although Employees are encouraged to choose overtime rather than compensatory time off, they may choose either as a premium pay compensation option except as noted in this Article.
 - 1) Supervisors may approve bargaining unit employees to earn premium pay compensation only during an emergency or to meet extraordinary program needs. The determinations of "emergency" and "extraordinary program needs" will be made by the Employee's supervisor. Incident response will generally meet the definition of "emergency."
 - 2) Employees shall not exceed the 80-hour cap for unused compensatory time off.

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- 3) Management may put a time limit on the use of any accrued compensatory time off not less than 26 pay periods. Compensatory time that is not used within the time limit or that exceeds the 80 hour cap in 3 b.(2) may revert to overtime pay at the rate at which it was earned.
- 4) Nothing in this section applies to the earning or use of travel compensatory time.

Section 4. If an employee is away from his/her residence while on approved leave and is recalled into duty status, travel from his/her present location, he/she will be compensated as per Federal Travel Regulations and the Department of Commerce Travel Handbook.

ARTICLE 22 - Awards

Section 1. Management and the Union believe that there should be transparency in award procedures and that all Employees should have a fair and equitable opportunity to receive awards. Employees will be considered for performance based awards in accordance with the Department and NOAA guidelines and any applicable rules, laws, regulations, and government-wide regulations.

Section 2. Management may establish and chair a committee (ERD Awards and Recognition Team (ART)) to make recommendations to management to reward ERD Employees' accomplishments not related to their performance. The team consists of a total of two members each from management and the bargaining unit, with one of the managers as the chair. The Chair may choose to include an advisor from the OR&R Business Services Group. The management team members are appointed by the Chief, ERD and the employees are appointed by the Union. Employees will rotate on an annual basis.

ARTICLE 23: Time and Leave

Section 1.

Employees will accrue annual and sick leave in accordance with government-wide rules and regulations. Employees should apply in advance for approval of all anticipated leave. All leave requests will be responded to by the approving official in a timely manner. Leave will not be denied as a disciplinary measure but may be denied based on the needs of the organization. Management will not force employees to use personal leave against their will.

Section 2.

The use of accrued annual leave is a right of the employee and will not be denied for frivolous reasons or in an inequitable manner. Employees should apply in advance for approval of all anticipated annual leave to permit orderly scheduling. It is understood by Management and the Union that although Employees have a right to use annual leave but only with Management's approval. Annual leave may also be granted when it is not scheduled in advance and operational needs allow. Leave for personal emergencies will be granted unless there is an operational exigency that requires the employee presence. Employees should request leave through the Department's WebT&A system and Management shall approve or disapprove the Employee's request through the Department's WebT&A system. Management will provide the basis for disapproval of an Employee's leave request in the comment section of the request for leave.

Management shall notify Employees when there is potential "use or lose" leave, and Employees shall take appropriate action to ensure that they use this leave prior to the end of the leave year. When scheduling conflicts arise, Management should attempt to allow Employees to resolve the conflict themselves. Unresolved conflicts will be settled on a fair basis.

Section 3.

The use of sick leave is an employee benefit. Grants of, requests for, and substantiation of sick leave must be done in accordance with federal law and government-wide rules and regulations. Employees will not be required to substantiate a request for sick leave unless the sick leave exceeds three days or Management has identified a pattern of leave abuse. An employee with a chronic medical condition that results in periodic absences from work of more than three days will not have to substantiate individual absences if the employee provides every six months an updated medical certificate that clearly states the continuing need for periodic absences, unless Management has a

credible reason to suspect that the leave request is not valid. At the discretion of the Agency, sick leave of up to 30 days may be advanced in cases of serious disability or ailment when required by the exigencies of the situation as determined by the approving official. The employee must request advanced sick leave through the Department's WebT&A system. Sick leave cannot be advanced when it is likely that the Employee will be separated from government employment before the advanced leave will be earned.

Section 4.

Employees are entitled to leave without pay (LWOP) under situations covered by the Family and Medical Leave Act of 1993 and situations covered under other applicable laws and government wide regulations. At the discretion of Management, leave without pay may be granted for other reasons. Employees should consider consequences to retirement and other benefits before requesting such leave.

Section 5.

Administrative leave is an Employee's authorized absence from duty without charge to leave or loss of pay. Management and the Union recognize and agree to follow the statutory types of leave (administrative leave, investigative leave, notice leave, and weather and safety leave) established by the Administrative Leave Act of 2016, government-wide regulations, Department and NOAA policy and guidelines. Excused absences may also be granted for activities that are in the government interest. These include, but are not limited to, blood, organ or tissue donation, military leave and jury duty. Employees called to jury duty must give to the government any compensation earned for jury duty but may retain reimbursement for expenses accrued.

Section 6.

Definition of Terms:

Core Hours: The time periods during the workday, workweek, or pay period during which an Employee covered by a flexible work schedule is required to be present for work. Core hours are not required for the OR&R workforce.

Flexible Time Band: The times during the workday, workweek, or pay period during which an Employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site, consistent with the duties and requirements of the position. The flexible time band is 6:00am to 7:00pm local time, Monday through Friday.

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Credit Hours: Extra hours an Employee works in excess of the basic work requirement under a flexible schedule. Credit hours are distinguished from overtime hours in that Management has not officially ordered the Employee to work. The Employee, by choice, and with proper supervisory approval, has decided to work additional hours. Full-time Employees may not carry more than 24 credit hours from one pay period to the next. Credit hours must be earned within the flexible time-band. The use of credit hours, as with other leave, must be approved in advance by the supervisor.

Lunch Periods: On any workday of five hours or more, Employees must include a 30-minute lunch period, which is uncompensated. Lunch periods cannot be used at the beginning or ending of a day.

Tour of Duty: The hours of the day (including specific start and end times) and the days of the workweek that constitute an employee's regularly scheduled workweek.

Workday: A workday is any day Monday through Friday inclusive and does not include Saturday or Sunday.

Work Schedules:

Alternate Work Schedule (AWS) – an umbrella term that refers to both compressed and flexible work schedules.

Compressed: Involves longer but fewer workdays. An Employee completes 80 hours during each biweekly pay period in less than 10 workdays. These schedules are fixed with no flexibility in arrival and departure times each day, relative to the employee's established tour of duty. Once established, the schedule does not change. Hours must be worked within the flexible time band with no more than 10 hours worked on any given day to meet the 80 hours biweekly requirement. Employees cannot earn credit hours.

An Employee may choose one of the following compressed schedules:

- (1) Four 10-hour day work week for each week in a pay period; or,
- (2) Eight 9-hour days and one 8-hour day for a total of nine days (5/4-9) in a pay period.

In each case, an employee will work a total of 80 hours during each biweekly pay period.

With supervisory approval based on consideration of office and work requirements, Employees may establish arrival and departure times for each day, Monday through Friday, and select their day(s) off. Once selected, the schedule is fixed and does not change. An Employee may not vary the daily or weekly schedule in any way.

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If an Employee has a need to change their schedule it must be discussed and approved by the supervisor at least one pay period in advance of beginning the new schedule.

Not more than 20% of Employees may use a compressed work schedule, known as "four ten", at any one time during the term of this Agreement. Employees interested in working such a schedule will submit a request to their supervisor to be placed on the program when an opening(s) is (are) available. Management will determine the eligibility of an Employee and inform said Employee within 10 workdays of receipt of a request. Employees have the right to grieve any eligibility rejection within 30 calendar days pursuant to Article 11 - Grievances. Should there be more eligible Employees than openings, a lottery system will determine the Employees selected for the four ten compressed work schedule.

Should an Employee selected for the four ten schedule choose to terminate his/her four ten schedule, and subsequently desires to return to a four ten schedule they must follow the process above for a new four ten schedule. If the Employee seeks to change or alter his/her schedule or if Management exerts any option to alter the Employee's schedule otherwise, the Employee's subsequent placement on the four ten schedule will revert to the process described above.

Flexible: Involves flexibility for each workday with variable arrival and departure times. An employee will work a total of 80 hours during each biweekly pay period (within the established flexible time band) with the advantage of extra days off. Credit hours can be earned. Within OR&R, employees are limited to no more than two work days off per pay period, with no more than 10 hours worked on any given day to meet the 80 hours biweekly requirement.

Standard: A traditional, non-AWS schedule in which employees work a fixed schedule, with no flexibility in arrival and departure time, of eight hours a day, five days a week (Monday-Friday) to meet the 80 hours biweekly requirement. No credit hours are earned.

Employees must have supervisory approval to establish a schedule and for any changes to that schedule.

Management is committed to providing maximum work schedule flexibility to Employees consistent with the full execution of the mission. In order to effectively implement that flexibility, clear work schedules must be established, documented, and time accurately reported.

Section 7. Establishing Work Schedules (compressed, flexible, standard)

The hours of work are established for OR&R employees from 6:00 AM to 7:00 PM local time, Monday through Friday. No Employee may have a regular recurring schedule that has one or more days that start prior to 6:00 am or end after 7:00 pm. Further, Employees may not have a regular, recurring schedule that includes more than 10 work hours on any given day to meet the 80 hour per pay period requirement. Supervisors have the discretion to deny employee schedule requests that may prevent the office from effectively carrying out its functions.

Employees may select an alternate work schedule (which includes flexible and compressed work schedules), or a standard/basic work schedule. Schedules must be consistent with the requirements set forth in the paragraph above.

Employees do not have a right to establish an alternate work schedule. An Employee's schedule shall not preclude attendance at necessary meetings or functions related to his/her positions/responsibilities. Employees are expected and required to make adjustments should the need arise for their attendance at meetings, participation in group projects, mandatory training, or similar work-related events.

Section 8. Documenting the Schedule

Once a schedule is agreed upon, the employee is required to document their choice of schedule and work hours in a designated Google form. Any changes to the agreed upon schedule will require supervisory approval. Except in special cases, subject to supervisor discretion, one full pay period's notice is required to change a work schedule.

Management does not require formal requests within WebT&A to earn credit hours, only to use them. Approval to earn credit hours can be done through a brief email to the supervisor a minimum of once a pay period, indicating when, why and how many credit hours are sought.

Section 9. Recording Arrival/Departure and Time Worked:

All Employees must record their arrival and departure time and number of hours worked each day in the Department's WebT&A system. Employees recognize that Management must account for Employees hours of work as required by law. Employees' failure to accurately and daily record their hours of work in the Department's WebT&A without a reasonable explanation may be subject to discipline.

No changes are required or intended to procedures already in place for Employees to validate and supervisors to certify time/attendance in the Department's WebT&A each pay period. Further, apart from the approval of accrual and use of credit hours discussed in the section above, all other processes related to leave use and approval remain unchanged.

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No additional methods for documenting time and attendance are required by OR&R, though Division Chiefs (or equivalent level supervisors) have discretion to require additional documentation for monitoring Employees' time and attendance, and may delegate this decision to the Branch Chief level.

Section 10. Removal of Employees from an AWS Schedule:

If employees fail to comply with OR&R policy and/or procedures concerning alternate work schedules, NOS/NOAA requirements, or the organization's mission is adversely impacted by the schedule, then the supervisor has the discretion to remove employees from participation in alternative work schedule options and place the employee on a standard/basic work schedule. In such cases, the employee must wait at least six months before seeking supervisor approval to reestablish an alternate work schedule.

The following are examples of situations where a supervisor may remove an employee from participation in AWS:

Employee is not adhering to all rules, regulations, government-wide regulations, and law for AWS

Employees' participation results in serious adverse impact to mission activities or objectives of the organization; and/or

Employees' duties must be performed on a set schedule which are inconsistent with AWS;

In situations in which all Employees or a specific group of Employees must work together as a team, or when participation will adversely affect customer service or daily operations.

When an Employee is on official travel or training for three (3) workdays or more, the AWS can be temporarily changed to a standard schedule (e.g., 8:30-5:00) for the duration of the travel or training. In such instances, Employees are not subject to the six month ban on reapplying for AWS. Employees may be given one pay period advance notice of this scheduling change, when such notice is possible.

Section 11.

Any Employee who knows he/she will be out of the office when timesheets are due should validate his/her timesheet in the Department's WebT&A system prior to the period of absence or make arrangements with his/her timekeeper to validate his/her timesheet in the Department's WebT&A system. If a valid extenuating circumstance occurs that prevented the Employee from documenting his/her hours of work on a daily basis in the Department's WebT&A system (e.g. an employee is on official travel or has a

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personal emergency the timekeeper will record the Employee hours of work as an eight (8) hour workday, 40 hours a week, 80 hours a biweekly pay period. The affected employee will then have one pay period (two weeks) in which to correct the original timesheet. If the employee does not meet the due date for correction of the timesheet, the supervisor will have the option of exerting disciplinary action on the employee.

ARTICLE 24 - Dependent Care

Section 1. Management recognizes that Employees may have childcare, dependent-care, or other family-care needs during normal working hours. The Parties also recognize the need for such Employees to secure adequate child, dependent, and family care arrangements.

Management agrees to reasonably accommodate the child-care and dependent-care needs of Employees in accordance with applicable laws, rules, and regulations in effect at that time (e.g., leave, hours of work, overtime, part-time employment, and alternative workplace arrangements).

Section 2. Management agrees to consider initiatives by Federal government agencies to establish or improve availability of childcare to bargaining unit employees. The Union is responsible for bringing such initiatives to the attention of Management.

Management agrees to promote the mutual interests of bargaining unit employees and Management to the appropriate Federal contract officer(s) or management contact when aware of bargaining unit issues with childcare providers. For issues outside of Management's purview, Management agrees to convey the Union's interests to the parties mentioned in this Section.

ARTICLE 25 - Outside Activities and Employment

Section 1. Employees may pursue outside employment or business opportunities except under the following conditions:

1. Conflict of interest (as described in 18 U.S.C. §§ 201-203, 205, 207-209)
2. Activities inconsistent with the Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR 2635)
3. Adverse effect on performance of an employee's official duties
4. Prohibited by Federal statute.

Section 2. Management encourages employees to jointly review proposals for outside activities or employment with the Department of Commerce Ethics Law and Programs Division prior to engaging in such actions.

ARTICLE 26 - Employee Assistance Program

Healthy Employees and healthy work environments are important to the Department and NOAA. Good relationships at work, and at home, allow Employees to focus on the tasks at hand and to accomplish more. If difficulties occur, professional counselors are available through NOAA's Employee Assistance Program (EAP) to provide guidance and support to Employees and their families. The EAP is a counseling service offered to NOAA employees. Through this program, Employees are offered a certain number of free counseling sessions. For more information regarding this program, please contact your servicing Human Resources Advisor.

ARTICLE 27 - Parking and Transportation

Section 1. Commuter parking will be provided to Seattle-based Employees according to NOAA Western Regional Center (WRC) regulations. Commuter parking for field Employees may be provided on a case-by-case basis, subject to available facilities, leases and/or other allowable resources (e.g., subsidies) specific to each location.

Section 2. Both the Management and the Union agree to promote alternative commuting options. These may include advertising ridesharing opportunities, telecommuting when appropriate, and taking advantage of any NOAA transportation subsidies available to Employees.

ARTICLE 28 - Health and Safety

Section 1. Management and the Union agree to work together to provide a work environment free of recognized hazards and to prevent and eliminate accidents and injuries. It is both the Union's and Management's goal to comply with applicable federal, state, and local laws and regulations protecting the working environment, health, and safety of the Employees covered by this Agreement.

Section 2. Employees will report unsafe and/or unhealthy conditions or incidents to their supervisor or other appropriate authority. If requested, the anonymity of the Employee will be protected to the extent possible. No reprisal will be taken against the Employee for reporting suspected health and safety violations.

Section 3. Employees will be provided at no cost to them the necessary safety equipment and clothing to perform their assigned duties. Requests for safety equipment may be made by bargaining unit employees to their supervisor. This may be done in consultation with the OR&R Health and Safety Officer. The bargaining unit employee's supervisor will then determine the best way to meet the request.

Section 4. When confronted with unsafe working conditions, an Employee should let his or her supervisor know about the problem and discuss solutions before refusing to work. The Employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.

Section 5. Stress and/or exhaustion can create an unsafe working environment through both direct and indirect impacts on an Employee's health and safety. Extended overtime or lengthy deployments during response operations may increase the likelihood and severity of the risks associated with stress and exhaustion. Employees are encouraged to monitor and assess their continued ability to perform during such activities. If an Employee notifies his/her supervisor or the lead Scientific Support Coordinator (SSC) on-scene that stress and/or exhaustion from ongoing response operations are either creating a potentially unsafe working environment or affecting his/her ability to perform his/her duties, he/she may request and may be granted either

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- a. leave for a short duration (e.g. one to two days) using appropriate work leave options, or
- b. a temporary reprieve from field deployment, with proper documentation.

Many unique personal factors can affect an individual's susceptibility to stress and/or exhaustion. If the Employee needs to be absent or unavailable for response deployment for a longer period of time, he/she will be required to provide documentation from a licensed health care professional. This documentation should address any limitations on the employee's assignments or working conditions and any requested job modifications, if applicable. Stress and exhaustion will be considered to be significant mitigating factors should the Agency take any adverse action against an Employee whose availability for field deployment or for overtime work has become limited due to lengthy or repeated field deployments.

Management agrees to consider and address Employee stress and exhaustion in staffing response activities and will address documented stress hazards when they are identified by Employees.

Section 6. The policy and procedures established in NOAA Aviation Safety Policy, NAO 209-124 will be followed. Requests for aviation safety equipment beyond that required by the NOAA Aviation Safety Policy may be made by bargaining unit members to their supervisor. This may be done in consultation with the OR&R Safety Officer. The bargaining unit employee's supervisor will then determine the best way to meet the request. Upon request, supervisors will help Employees overcome administrative issues related to certifications to the extent possible.

ARTICLE 29 - Position Classification

Section 1. When Management changes Position Descriptions (which are more than de minimis) for Employees, Management will notify the Union. Management will provide affected Employees and the Union with copies of their modified Position Description a minimum of 15 calendar days in advance of implementation. The Union may bargain the impact of a substantial change that affects working conditions by a position description revision of all positions within a series group within the bargaining unit.

Section 2. Any Employee, who believes that his/her position is inaccurately described, may request, through their Rating Official, that a job audit be conducted. If the Rating Official concurs with the Employee, the Rating Official may request a job audit of that position. If the Rating Official does not concur, the Employee may officially submit a classification appeal to the Department's Office of Human Resources Management or to the Office of Personnel Management (OPM) in accordance with Department Administrative Order, DAO 202-511 (Position Classification). The Employee may seek the assistance of the Union in formulating this appeal.

Section 3. When a job audit is conducted for any reason, the affected Employee may request Union assistance. Any written evaluation statement prepared by Office Human Capital Services following a job audit shall be furnished to the Employee prior to the resolution of the classification appeal. The employee shall have the right to make written comments within ten (10) business days after receipt of the evaluation statement, and those comments shall be attached and forwarded with the written evaluation statement.

ARTICLE 30 - Contracting Out and Outsourcing

Section 1. Management shall ensure that contracting out civil service work does not contradict Employee rights and protections under this Agreement or the law.

Section 2. If it becomes necessary to contract out bargaining unit work, Management will make every reasonable effort to minimize impacts to bargaining unit employees. Management will consider allowing current Employees to take on duties as career enhancements, prior to making the decision to contract out work. Management will adhere to all government wide regulations regarding placement of affected Employees as specified in Federal statute and regulations (including OMB Circular A-76 and Federal Acquisition Regulations).

Section 3. Management agrees to review and respond to concerns that the Union may wish to raise with regard to the utilization of contractor personnel on-site work similar to, or formerly performed by, bargaining unit employees.

The Union recognizes Management's right to assign work. Management will not direct contractors to perform inherently governmental work. Management will direct contractors to perform work only within the scope of their contracts.

In the event that Employees witness defective, deficient or unethical work being performed by a contractor working within the Division they are encouraged to report it to ERD management. If Employees disagree with the technical decision of a contractor, Employees may express their concern either orally or in writing to ERD Management. Within 10 business days, ERD Management will follow-up with the concerned Employee.

Section 4. Upon request, Management shall provide the Union with a sanitized, i.e. no Privacy Act Information, copy of the FAIR Act Inventory for bargaining unit employees. The Union copy shall include the position, series, and status of bargaining unit employees (inherently Government or Contract position).

ARTICLE 31 - Reduction in Force and Transfer of Functions

Section 1. Management will give the Union at the earliest possible date a written notice of its intention to submit a Reduction in Force (RIF) request to NOAA or conduct a transfer of function that involves geographical relocation of Employees (TOF). The notice will include the reason for the RIF or TOF, the approximate number of Employees who may be affected by the action, and anticipated effective date that the action will be taken.

After the notice has been given, but before Management has submitted its input to an NOAA request to DOC for a RIF/transfer, Management agrees to a discussion with the Union. This is not a bargaining session.

- a. Management will provide to the Union a copy of that portion of its input to the NOAA request for a RIF/transfer that pertains to the ERD bargaining unit. Thereafter, Management will provide to the Union a copy of the Department's approval of the request.
- b. Management will provide the Union, at the earliest possible date, with the notice list containing the names of Employees who are affected by the RIF/transfer and will be receiving RIF/transfer notices and, if applicable, a list of any Employees who received Certificates of Expected Separation.
- c. Before the issuance of specific RIF's notices, the Union will be provided with a copy of the annotated retention register(s) to be used to issue any notices that could go to Employees. Amended registers will be provided to the Union as soon as they are prepared. The retention register will include: the Employee's tenure group, competitive level, and service computation date, and the adjusted service computation date. Employees and/or their designated representative(s) will be permitted to review the applicable retention register so that the Employee may consider how the retention register competitive level was constructed and how the relative standing of the Employee was determined.
- d. Management will give a specific notice in writing to Employees who will be affected by a RIF, with a copy to the Union. This notice period will be no less than 90 calendar days prior to the implementation date except when a RIF/transfer is caused by circumstances that are not reasonably foreseeable, the Office of Personnel Management (OPM) at the request of the Department of Commerce,

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may authorize a notice period of less than 60 days but at least 30 full calendar days before the effective date of release. The Parties agree to be bound by the OPM decision.

Section 2. Management will consider using vacancies, to the maximum extent possible and practicable, to avoid or lessen the impact of the RIF within the affected competitive area at the onset of and during the RIF, by making job offers to an individual within the competitive area who is affected by position abolishment, and who meets the qualifications for the position.

Section 3. Whenever possible and to the extent practicable, and before conducting a budget-driven RIF/transfer, Management will attempt to avoid the use of a RIF by considering other cost-saving methods, including attrition. At the request of the Union, Management will provide a cost study of savings methods considered in order to avoid a RIF /transfer. A cost study, for the purposes of this section, may comprise a summary of cost saving methods Management may have developed, used, or considered in arriving at its decision.

Section 4. Management will make a reasonable effort to train an Employee affected by a RIF, where necessary upon reassignment in lieu of separation.

Employees subject to transfer have mandatory and discretionary relocation expenses paid under applicable government-wide regulations.

An Employee offered a vacant position may decline the offer without any prejudice, except as specified by law or by government-wide regulations, to the Employee's other RIF rights and options. An offer of a vacant position shall be held open for seven (7) business days to allow the offeree time to evaluate the offer and accept or reject it.

Section 5. Eligible Employees separated by a RIF may apply for placement on a reemployment priority list (RPL). Former Employees on an RPL will receive first consideration for ERD vacancies for up to two (2) years.

Section 6. Management will make a good faith effort to provide outplacement assistance to Employees adversely affected by RIFs. This includes Employees who are unable to accept assignments to another commuting area. Management also encourages

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Employees subject to a RIF to apply to Employee placement programs such as ICTAP, CTAP and RPL.

Employees may use additional assistance provided by the Department of Commerce to the RIF/transfer affected individual. This may include information on the placement assistance programs available through OPM; individual job counseling and referral; stress and mental health counseling through the Employee Assistance Program; job testing, assessment, and evaluation; training on self-directed job search, resume preparation, and interviewing; and financial planning.

Section 7. The Union reserves its statutory rights to negotiate on the impact or implementation of any individual RIF/transfer with respect to matters not specifically covered by this Agreement.

Section 8. Employees who are relocated as a result of a transfer of function are entitled to reimbursable expenses allowable under the Federal Travel Regulation (FTR), Department of Commerce (DOC) Travel Regulation, and NOAA Travel Regulations (NTR).

ARTICLE 32 - Furloughs

Section 1. This Article applies only to those Employees covered under 5 CFR 752.401(c), Employees Covered. Except as provided for under 5 CFR 752.404(d) (2), Exceptions, the Agency will take no action to furlough Employees until the Union has been notified.

The Parties agree that furloughs of more than thirty (30) consecutive days or more than twenty-two (22) discontinuous workdays shall follow the provisions of Article 30, Reduction in Force and Transfer of Functions.

Section 2. Management will seek to identify cost saving actions that could reduce or eliminate the need for potential furloughs. Management will engage the Union, if practicable, in discussions prior to the announcement of any administrative furloughs. Management will consider any reasonable suggestion by the Union on cost saving actions that could reduce or eliminate the need for potential furloughs.

Administrative Furlough is a planned event by the Agency which is designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations.

- a. An Employee will be given a furlough notice of at least thirty (30) days in advance of the effective date of an administrative furlough unless there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed. Advance written notice and an opportunity to answer are not required for a shutdown furlough which occurs without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities.
- b. The furlough notice will:
 - i. State the specific reason for the proposed furlough
 - ii. Allow at least seven (7) calendar days to respond orally and in writing;
 - iii. To the proposal notice and furnish evidence in support thereof;

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- iv. The right to be represented by an attorney or other representative;
- v. Inform the Employee of his/her right to review the material, which is relied upon to support furlough notice;
- vi. Inform the Employee of his/her right to receive a written decision with the specific reasons for its action at the earliest time practicable; and,
- vii. Inform the Employee of his/her appeal rights according to applicable laws, rules, statutes, and the terms of this Agreement and their right to respond.

Shutdown Furlough (emergency) occurs when there is a lapse in appropriations and can occur at the beginning of a fiscal year, if no funds have been appropriated for that year, or upon expiration of a continuing resolution, if a new continuing resolution or appropriations law is not passed.

- a. Exempt Employees are not affected by a lapse in appropriations. This includes Employees who are not funded by annually appropriated funds. Employees performing those functions will generally continue to be governed by the normal pay, leave, and other service rules.
- b. Excepted Employees refers to employees who are funded through annual appropriations but are excluded from furlough because they are performing work that, by law, may continue to be performed during a lapse in appropriations or authorization. Excepted Employees include employees who conduct emergency work involving the safety of human life or the protection of property, or certain other types of excepted work. Emergency Employees are not automatically deemed excepted Employees for the purpose of shutdown furloughs. NOAA legal counsel working with senior agency managers, determine which Employees are designated to be handling “excepted” and “non-excepted” functions.

Section 3. Management has the right to determine the total number of furlough days for the bargaining unit. When requested by the Union. Management will provide written explanation if some, but not all, of the Employees in a competitive area were selected for furlough. The Union may grieve such selective furlough exclusion through the negotiated grievance procedure in the CBA.

Section 4. When it is necessary to furlough some, but not all, Employees in an organization unit, DOC/NOAA may solicit volunteers at the affected work site. The volunteers may request Leave without Pay (LWOP) for the furlough days. If a sufficient number of volunteers do not come forth, DOC/NOAA will select Employees for furlough utilizing lowest service computation date (SCD). Employees not furloughed must be qualified to perform the functions (as determined by the Agency) that are to continue to be performed during the period of furlough.

Section 5. When DOC/NOAA have made a decision to furlough Employees for a specified number of days during a specified period of time, Employees will be provided an opportunity to submit a schedule of their preferred furlough day and date(s) unless Management determines that doing so would adversely impact the Division's ability to manage its workload with a reduced workforce. Any schedule conflicts amongst Employees will be resolved by utilizing SCD. DOC/NOAA's operational needs will take precedence.

In the case of an administrative furlough affecting Employees for more than five (5) consecutive days total, Management agrees to explore opportunities for providing Employees leave prior to the furlough to apply for unemployment benefits, and/or to contact job placement, and/or employment agencies.

Section 6. The Employee will be given seven (7) calendar days to respond to the furlough notice. Once the Employee has submitted a written and/or oral reply, DOC/NOAA will issue a decision in writing. The written decision will be delivered to the Employee on or before the effective date of the furlough.

Section 7. In accordance with appropriate regulations, when an Employee is designated to go into furlough status, any annual or sick leave that has been approved is canceled. Canceled or interrupted annual or sick leave is not forfeited, but may be used at a later date.

Section 8. Allowances for the effects of a furlough on Employees regarding assigned work will be made when conducting Employee performance appraisals.

Section 9. DOC/NOAA will normally provide sufficient notice of expected return to duty to Employees to avoid any instances of Employees losing pay and/or being placed in an AWOL status. However, these notices advising Employees when they should return to work at the conclusion of a shutdown or administrative furlough would have to be tailored to the specific situation, which may include advising Employees to monitor OPM's website, and media outlets for notification that a continuing resolution or appropriation has been signed by the President.

ARTICLE 33 - Equal Employment Opportunity (EEO)

Section 1. Management and the Union agree that there shall be no discrimination against any Employee on the basis of race, color, national origin, age, sex, sexual orientation, disabilities, or religion. Toward this end, Management will administer an EEO program in accordance with applicable laws, government-wide regulations, Department and NOAA policies.

Section 2. Management agrees to meet at the request of the Union to review and discuss specific issues relating to equal opportunity as they arise. The Parties further recognize that EEO plans and reports are developed in accordance with guidelines and instructions promulgated from the Equal Employment Opportunity Commission (EEOC). Management agrees to provide copies of such plans and reports at the request of the Union.

Section 3. The OR&R may have one representative on NOAA's NOS Equal Employment Opportunity and Diversity Advisory Committee contingent upon the continuing approval of the NOS Assistant Administrator. Selection of the candidate representative will be at the discretion of the Union. If a bargaining unit employee is chosen by the Office to serve, Management agrees to fund travel costs for one representative for the purposes of training related to committee membership, not to exceed one trip per year.

Section 4. Any meeting requested by or initiated by the Department of Commerce Office of Civil Rights or NOAA Office of Inclusion and Civil Rights is not considered a formal discussion as described in 7114 (a)(2)A of 5 U.S.C Chapter 71. Management is not obligated to notify the Union of such a meeting. However, the Employee may elect to be accompanied by a representative, who may be a Union representative.

ARTICLE 34 - Disciplinary or Adverse Action

Section 1. Purpose

Discipline or adverse action is intended to correct unacceptable conduct, attitude or work habits, and poor performance. The goal is not to punish the Employee, but to encourage acceptable conduct and work habits through corrective action. Discipline should be fair and reasonable in its degree of severity to the offenses. Disciplinary and/or adverse actions should be initiated in a timely manner. Management shall determine when the need arises for disciplinary and/or adverse actions and shall be taken in accordance with applicable laws, rules, and government-wide regulations in effect at the time of this agreement.

Management may take adverse actions for misconduct and/or performance in accordance with 5 U.S.C. Chapter 75 and 5 CFR 752, for just cause as will promote the efficiency of the Service and may not take disciplinary and/or adverse actions against an employee for any reason prohibited by 5 U.S.C. 2302, Prohibited Personnel Practices.

Disciplinary and/or adverse actions will be taken in such a way as to respect the Employee's privacy and to avoid embarrassment to affected employees.

Management will generally conduct fact-finding to collect evidence to determine whether misconduct has occurred requiring consideration of disciplinary or adverse action. Nothing in this Article shall limit the right of the Union to request information in accordance with 5 U.S.C. 7114.

Section 2. Penalty Determination

The specific penalty for an instance of misconduct and/or poor performance shall be tailored to the facts and circumstances of the situation and in consideration of the Department Administrative Order, DAO-202-751, Discipline. To aid in the selection of an appropriate disciplinary action, consideration shall be given to the Table of Offenses and Penalties included in Appendix B of DAO-202-751. The penalties are guidelines only and are not mandatory. Each situation shall be considered on its own merits and the penalty should be fair and reasonable in its degree of severity.

- a. In order to determine the appropriate penalty for an Employee's misconduct or poor performance, Management will consider the relevant factor and applicable law, rule, and government-wide regulations.

- b. The Parties recognize that discipline may be progressive in nature, however, the progressive sequence of discipline is not required. It is understood, however, that progressive discipline need not follow any specific sequence and that some offenses may be cause for severe action, including removal, irrespective of whether previous disciplinary or adverse actions have been taken against the offending Employee.
- c. The proposing official (generally the first level supervisor) will rely upon all the information collected during the fact-finding referred to as the evidence relied on file relevant to the disciplinary or adverse action, both favorable and unfavorable to the Employee, in making decisions about whether to take action and the severity of any action taken.

Section 3. Reprimands

A reprimand is a written letter to an Employee based on unacceptable conduct or poor performance. Prior notice is not required before the issuance of a reprimand. A reprimand shall state the specific reasons for the action. If requested by the Employee or Representative, Management will provide the Employee or their representative with a copy of the evidence relied on file that contains all relevant documents supporting the action. A reprimand will remain in an Employee's Electronic Official Personnel Folder (e-OPF) for up to two years, but may be removed by the management official, at its sole discretion, anytime within the two-year period. A reprimand shall inform the Employee of his/her grievance rights as stated in this Agreement.

Any written reprimand persisting in the file past the specified purge date will be considered as purged. Purged records may not be relied upon or referred to in subsequent actions or transferred to any subsequent supervisor of the Employee.

Section 4. Adverse Actions

Management may take an adverse action, including performance-based adverse action, as for such a cause that will promote the efficiency of the service.

The proposing official is generally the first level supervisor, and the deciding official is generally the second level supervisor.

A. Suspensions of 14 calendar days or less:

Suspensions require a proposing and deciding official. An Employee against whom a suspension of 14 calendar days or less is proposed is entitled to;

1. Advance written notice of the proposed action that specifies the reasons for the proposed action. If requested by the Employee or Representative, Management will provide the Employee with a copy of “the evidence relied on file” that contains all relevant documents supporting the action.
2. The Employee will have 10 business days to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of their response. Reasonable official time will be given to the Employee or his/her representative to prepare a defense to any proposed adverse action. The proposal notice will designate the deciding official to hear the Employee’s oral and/or written response. The deciding official has the authority to make a final decision on the proposed adverse action. If the Employee requests an extension to the reply period before the expiration of the stated reply period, the deciding official may extend the reply period if he/she determines that good cause exists for an extension based on extenuating circumstances. The right to answer orally and/or in writing does not include the right to a formal hearing with an examination of witnesses;
3. Be represented by an attorney or other representative; and,
4. A written decision at the earliest practicable date, containing the specific reasons for the decision and notifying the Employee of his/her right to file a grievance under the provisions of this Agreement except that the grievance will be initially filed at the next organizational level above the deciding official.

B. Suspensions of more than 14 calendar days, Reductions-in-Grade or Pay, Removals; and Furloughs:

Suspensions of more than 14 calendar days, Reductions -in-Grade or Pay, Removals; and Furloughs of 30 days or more, require a proposing and deciding official. An Employee against whom an adverse action is proposed for one of the above is entitled to:

1. Thirty (30) calendar days advance written notice of the proposed action, which specifies the nature of the proposed action. If requested by the Employee or Representative, Management will provide the Employee with a copy of the evidence relied on file that contains all relevant documents supporting the action. Reasonable official time will be given to the Employee or his/her representative to prepare a defense to any proposed adverse or disciplinary action. If there is reasonable cause to believe that the Employee has committed a crime for which a sentence of imprisonment may be imposed, the proposed action may be effected less than 30 calendar days from the receipt of the advance written notice;
2. The Employee will have 15 business days to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of their response. If the Employee requests an extension to the reply period before the expiration of the stated reply period, the deciding official may extend the reply period if he/she determines that good cause exists for an extension based on extenuating circumstances.
3. Be represented by an attorney or other representative; and
4. A written decision at the earliest practicable date, containing the specific reasons for the decision and informing the Employee of his/her appeal rights.

C. Appeal and Grievance Rights.

The Employee has the right, rather than filing a grievance, to appeal the Management action to the Merit System Protection Board but may not do both. If the Employee's appeal is based, in whole or part, on allegation of discrimination, the employee may file an EEO complaint with NOAA's Office of Inclusion and Civil Rights under statutory procedures.

ARTICLE 35 - Performance Evaluation

Section 1.

- a. Employee performance will be rated following all applicable laws, government-wide regulations, regulations, and the Department's rules and the general policy listed in Department of Commerce Administrative Order, DAO 202-430, Performance Management System and accompanying Department of Commerce Performance Management Handbook, except where Department of Commerce Administrative Order, DAO 202-430 Performance Management System and accompanying Department of Commerce Performance Management Handbook conflicts with this Agreement. In such a circumstance, the Agreement will prevail but not over Government-wide regulations implemented before the Agreement.
- b. Employee's critical elements and standards will be compiled into the Employee's performance plan and uniform for like duties in like circumstances and be related to the duties of the position. Management will provide Employees with guidance and materials necessary to perform their jobs in a satisfactory manner.
- c. External factors beyond the control of the Employee, but that affect performance results of the Employee, will be taken into consideration by the rating official (supervisor) when evaluating the Employee's performance. Performance measures should be objective, measurable, realistic, and stated clearly. If Employees have concerns regarding any of the measures in their performance plan, they should raise them to their supervisor at the beginning of the performance rating cycle or promptly as they arise.
- d. The Employee may share his/her performance plan with a Union representative. During the performance of representational duties, a Union representative may request and obtain a copy of the Employee's performance plan from the Employee's supervisor after presenting the supervisor with written documentation from the affected Employee that identifies the Union representative.
- e. Documentation of success in completion of milestones by the Employee is voluntary and highly recommended. Failure of the Employee to submit documentation to the supervisor shall not be cause for an adverse rating of the Employee. The supervisor will provide written justification for the employee.

Section 2.

- a. Employee evaluation will begin with a pre-appraisal meeting between the Employee and his/her supervisor. The appraisal meeting is where the Employee will receive his/her Rating of Record. At the appraisal meeting, the Employee will state if they agree or disagree with the supervisor's appraisal in order to provide management with an indication of potential disagreements. Employees or Union officials considering disputing a performance rating should inform Management of that intention as soon as possible and may file a Request for Reconsideration either orally or in writing to the rating official (supervisor) within 5 calendar days of receipt of the appraisal from the rating official. The rating official must provide a written decision back to the Employee within 5 calendar days of receipt of the Request for Reconsideration. Employees seeking to dispute their ratings are strongly encouraged to utilize the request for reconsideration process.
- b. The Employee may formally grieve the rating of record under Article 12, the negotiated grievance procedure, if the matter is not resolved through the Reconsideration process.
- c. Notice of unacceptable performance after all other regulatory requirements are met, will be given to the Employee at least 30 calendar days prior to the issuance of any proposed notice of corrective action (demotion or removal). If a notice of proposed corrective action is issued, the Employee or Employee's designated Union representative will have fifteen (15) business days to respond under the negotiated grievance procedure or take other appropriate action.
- d. Employees may utilize the Department's Commerce Learning Center for available web-based training on the 5- Level Performance Management System. ERD will ensure that supervisors are familiar with their responsibilities under the 5-Level Performance Management System.

Section 3.

- a. When either a regular appraisal period or an extended appraisal period ends and the Department's established deadline for providing ratings of record passes or a subsequent rating of record is issued, the Department/NOAA shall not produce or change retroactively a rating of record that covers that earlier appraisal period except that a rating of record may be changed —

- 1) Within 60 days of issuance based upon an informal request by the Employee;
 - 2) As a result of a grievance, complaint, or other formal proceeding permitted by law or regulation that results in a final determination by appropriate authority that the rating of record must be changed or as part of a bona fide settlement of a formal proceeding; or
 - 3) Where the agency determines that a rating of record was incorrectly recorded or calculated.
- b. In a RIF, an Employee will receive service credit based on an average of the Employee's three most recent ratings of record received during the four-year period prior to the date of the issuance of a specific RIF notice (or an officially designated performance credit cut-off date) and will be used to determine eligibility for additional credit toward an employee's service computation date. Law, government-wide regulations, and Department's policy, at the time of this contract will be used to determine the additional service credit allowed from the performance ratings.

Section 4.

- a. Performance based awards will be issued in accordance with applicable laws, government-wide regulations, and the Department's policy on the Performance Management Recognition System. Performance-based awards will be based solely on the Employees' performance ratings. No Employee with a lower summary performance rating than another Employee will receive a greater performance-based award (as measured by percentage of salary) than the Employee with the higher summary performance rating.
- b. Provided funds are available, ERD will allocate funds each fiscal year for performance-based awards under the Department's Performance Management Recognition System. Funds set aside for performance-based awards to Employees, but not actually spent for this purpose, may be used for other awards or other Division purposes provided such awards or purposes are not in conflict with applicable law, regulations, this Agreement, or the intent of this Article. The performance-based award amount set aside represents the maximum amount

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- that may be awarded to Employees; the total actually awarded will be based on performance ratings of records.
- c. If requested in writing by the Union, Management will provide to the Union within 10 business days after such information becomes available, or 10 business days after the request is received, whichever is later, annual reports on the amount of money allocated to the 5 tier performance award pool, the CAPS bonus pool percentage, the estimated ERD bargaining unit labor costs, and the amount of money actually awarded for performance bonuses to the bargaining unit.

ARTICLE 36 - Telework

Section 1. Foundational Policies

Telework procedures will be governed in order of precedence by applicable law, government-wide regulations at the time of this Agreement, this Agreement, and the NOAA Telework Implementation Plan October 2021, dated November 4, 2021.

Section 2. Union Duties While Teleworking

Union representatives may perform representational duties while teleworking on Official Time (see Article 8). That time will be recorded in the Department's WebTA (see Article 23, Time and Leave) as Official Time. Internal Union business will not be conducted on official time regardless of the Employee's worksite.

Section 3. Availability of an Employee's Residence for Telework

An Employee's residence or other pre-approved location may be used as an alternate worksite for telework provided it is conducive for telework and is deemed safe. Use of an Employee's residence for telework requires the mutual consent of both Management and the Employee as documented in the signed telework agreement. If an Employee is using their residence as an alternative worksite (AW), it is the Employee's responsibility to ensure a proper and safe work environment is maintained.

The availability of an Employee's personal property, including their residence, to perform government functions is at the discretion of the Employee. An Employee who teleworks from their residence will provide their supervisor with a timely notice if their residence becomes unavailable or unsuitable as a telework location and, if possible, will provide an estimate of how long it will remain unavailable. If an employee's only approved AW is their residence and this location becomes unavailable, the Employee is not considered to be "telework ready" until the Employee notifies management that their residence is once again available as a telework location. During this period, the Employee is expected to work from their traditional worksite or request appropriate leave.

Section 4. Mandatory Telework during Unusual Circumstances

When advance notice (no less than 2 hours prior to the end of an Employee's work shift) is given of a closure or potential closure of the traditional worksite due to an emergency situation, "telework ready" bargaining unit employees will telework even if not scheduled to do so provided they are able to perform their normal work assignments at the telework

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location. If the Employee is unable to perform their normal work assignments at the alternative work location, they will be excused (i.e. placed on Weather & Safety Leave) for the same time period as non-teleworking employees.

During any single emergency (non-COOP) closure, telework ready Employees will be required to telework at the alternate worksite designated in their telework agreement for up to six days of unscheduled telework. Following the sixth day of such unscheduled telework, Employees will not be required to telework at the alternative worksite designated in their telework agreement. Rather, if and once management provides an alternate worksite, Employees will be required to work at that site. Following the sixth day of unscheduled telework during the single emergency closure, to the extent management is not able to find an alternate worksite, Employees will not be required to perform unscheduled telework and will be excused (i.e., placed on Weather & Safety Leave) for the same time period as non-teleworking employees.

Employees are not responsible for ensuring that they will always have sufficient assigned work to accomplish while on mandatory telework. An employee will notify their supervisor if they have insufficient assigned work that can be accomplished while teleworking or lack the necessary equipment or supplies due to circumstances outside of the Employee's control. If this lack of work cannot be resolved, the Employee will be excused (i.e., placed on Weather & Safety Leave) for the same time period as non-teleworking employees.

Routine maintenance and construction activities are not considered to be emergency situations that trigger mandatory telework even if they result in the closure of the primary worksite.

ARTICLE 37 - Training

Section 1. Appropriate and relevant training and career development are in the best interests of NOAA, NOS, ERD, and the Employee. Maintaining proficiency in connection with assigned duties as stated in the position description and performance plan is among the responsibilities of all Employees. The assigned training and developmental activities for Employees are the responsibilities of Management.

Section 2. Management will provide and make known to Employees general training information external, internal, and webinars offered through the Department of Commerce Learning Management System Center (currently the CLC). Additionally, Management will advise individual Employees of appropriate and relevant training opportunities that meet their individual training needs.

Section 3. Employees are encouraged to develop an Individual Development Plan (IDP) in coordination with their respective supervisors. If requested, Management will provide access to IDP training.

Section 4. Employees are encouraged to participate in technical, scientific, career, and individual development conferences and meetings that are relevant to their positions and career development objectives and consistent with their IDPs. At Management's discretion, Management will provide funds for registration, travel, and fees, resources permitting, for Employees to attend such events. Attendance priority will be given to Employees who will be presenting papers or posters, or speaking at such conferences/meetings.

Section 5. In accordance with DOC and NOAA policies, Administrative Orders, 5 U.S.C. 5757 allows, but does not require, the payment for expenses related to professional credentials. This authority may not be used to qualify an applicant (Employee) for a position. So long as the expense directly supports identified strategic interests of OR&R and ERD, appropriated funds can be used to pay for:

- a. Expenses for employees to obtain professional credentials, including expenses for professional accreditation, State-imposed and professional licenses, and professional certification.
- b. Examinations to obtain such credentials.

- c. Organizational membership in the association or society so long as the primary benefit of membership is a prerequisite to obtaining the professional license or certification.
- d. Membership for a specific agency position that the incumbent uses to improve the conduct, supervision, or management of his/her function. Additionally, appropriated funds may be used to pay for attendance at meetings which are concerned with the functions or activities for which the appropriation is made or which will contribute to improved conduct, supervision, or management of the functions or activities in accordance with 5 U.S.C. 4110.

Section 6. Employees are encouraged to participate in long-term training which supports the work of ERD. Employees may discuss long-term training with their supervisors and include such training in their IDPs. Approval of long-term training will be done in accordance with applicable DOC and NOAA policies and Administrative Orders.

Section 7. In the event that multiple employees are interested in a similar training opportunity and resources restrict the number that can participate, those not selected to participate will receive consideration, for one calendar year, when the same or similar opportunity arises again. It is the responsibility of the Employee to reapply for the training opportunity to receive this consideration.

Section 8. When practical, management will schedule formal work related, in house training courses. For purposes of this training, Employees' alternative work schedules will be temporarily suspended and Employees will conform to a regular work schedule, 8:30 to 5 for the duration of the training. Employees will be allowed a lunch period, local time to the host venue.

Section 9. The Employee recognizes his/her individual responsibility to keep his/her personal personnel training records current and complete to fully reflect total employment experience, training and education.

ARTICLE 38 - Labor-Management Activities

Section 1. Management will consider requests for official time for ERD employees who are officially designated Stewards or elected/appointed Union officials, workload permitting, to attend Union-sponsored or labor related training which management and the Union agree are of mutual concern and benefit.

Section 2. No employee may receive more than forty (40) hours every twelve (12) months for Union-sponsored or labor related training and the total hours allocated to the Union may not exceed one-hundred twenty (120) hours per calendar year unless agreed to by both management and the Union. Travel and per diem to the training venue may be considered for reimbursement on a case by case basis and in accordance with government-wide travel regulations.

ARTICLE 39 - Office Space

Section 1. General Principles and Shared Offices

- a. To the extent practical, each employee of the bargaining unit shall be furnished with office/work space that facilitates productivity and employee satisfaction.
- b. Management will usually attempt to assign individual offices to staff but may require shared offices or community (hotel) workspaces in future circumstances. In the case of a shared office, the Employees in the office to be shared may be consulted by Management on the shared office space. Employees in a shared office should be reasonable and flexible regarding their concerns about potential office mates. At an Employee's request, the Union may represent either or both Employees during this consultation.

Section 2. Individual assignments at Western Regional Center (WRC)

- a. For the purpose of this Article, Vacant Staff Office Space is defined as non-temporary NOAA WRC office space that is to be allocated to or is presently used by ERD and is vacant (not used as primary office by any Employee for greater than 90 days) or is occupied less than 3 days a week due to telework or soon to be vacant and either:
 1. Management has determined that the office space qualifies as vacant ERD staff office space, i.e., space available for occupancy by bargaining unit employees; or
 2. Meets all of the following criteria:
 - a. is adjacent to or very near existing office space occupied by bargaining unit employees; and
 - b. could be available to bargaining unit employees without interfering with Management's exercise of its right to determine the methods and/or means of performing work; and
 - c. is not intended to be occupied by managers or other federal employees who are not part of the bargaining unit.

Section 3. Formula for use at the WRC

Unless there is a clear and justifiable reason for locating specific staff close to a common area or resource needed by Management to achieve its mission, Vacant Staff Office Space will be assigned as follows:

- a. Management will notify the Union and all Employees within that commuting area about the availability of office space and request notification from all Employees who are interested in occupying the office.
- b. If no Employee applies for the space, then the method of this Section does not apply. If only one Employee applies, he/she will be assigned the office space. If more than one Employee applies, Management will select the Employee to be assigned to the vacant office space based on the highest applicant score given by the following formula:

Score = 5 times General Schedule grade level + years of service as determined by the Service Computation Date in employee's electronic official personnel folder.

- c. The Union will be notified in writing of the selection; this notification will include a list of staff who expressed interest in the vacant office and a brief rationale of the assignment based on the process and the criteria used. The Union reserves the right to grieve the selection with Management if factors other than the formula in Section 3(B) were used to make the assignment.

Section 4. Vacant office space outside of ERD's allotted space at the Western Regional Center (WRC)

In some instances, office space in the WRC allocated to the Office of Response and Restoration, that is neither to be allocated to nor in use by ERD, may become vacant. Where such office space meets all of the criteria in Section 2(a)(2) (other than the requirement that the office space "is to be allocated to or is presently used by ERD") and the Union would like for the space to be assigned to an employee, the Union may, in writing, notify Management of the specific office space it seeks. Management will thereafter raise the request with the division manager responsible for the office space at issue. Management will then provide an answer to the Union and the reason for its answer. Should ERD be able to secure the office space the Union requests, Management will assign the relevant office space in accordance with Section 3 of this Article. When

vacant space is available, Management recognizes that it is generally in the interest of both Management and the Union to secure office space that the Union finds desirable.

Section 5. Preservation of rights

Nothing in this Article should be interpreted as abridging the rights of Management or the Union under 5 U.S.C. §7106.

Section 6. Union records

Management shall provide the Union Chief Steward a secure storage location for Union documents in an office space dedicated to a Union officer chosen by or designated by the Union.

ARTICLE 40 - Phased Retirement

Section 1. Management and the Union agree that it can be beneficial to both the Employee and NOS/ERD to facilitate the transfer of knowledge and experience of senior Employees in succession planning and implementation. Therefore, Management and the Union support voluntary use of “phased” retirement as defined under section 100121 of Public Law 112-141 and OPM regulation 79 FR 46608. Rules for phased retirement will follow Department of Commerce, Office of Human Resources Management, Human Resources Bulletin, HR Bulletin #192 dated 3/21/16 except where that Bulletin conflicts with this Agreement in which case the Agreement will prevail.

Section 2. No Employee will be forced to take phased retirement. Phased retirement is voluntary but not an employee’s right. Employees must complete the Department of Commerce Phased Retirement Request/Agreement and submit it to the first line supervisor for recommended approval or disapproval to the second line supervisor. The second line supervisor maintains authority to approve or disapprove the phased retirement application and mentoring activities. If approved, the second line supervisor submits the application to the Agency Head (or designee) (OHCS) for final approval. The first and second line supervisor will provide a reason for disapproval as required on the application. Management will respond to the Employee’s phased retirement request in a fair and timely manner. The employee understands that the mentoring program must be fully vetted before the phased retirement can receive final approval by the Agency Head (or designee). If a decision is not reached by Management within 30 business days of receipt of the Employee’s application, Management will notify the Employee of its status. Denial of any application to otherwise qualified staff will be based on the operational needs only, and the Employee will be offered an explanation in writing.

Section 3. Any Employee who transitions to a phased or partial retirement status will remain a member of the bargaining unit.

Section 4. Employees may grieve any denial or dismissal of the phased retirement agreement using the negotiated grievance procedure.

Section 5. The DOC/NOAA will temporarily suspend mentoring requirements for phased retirement Employees involved in an emergency response if DOC/NOAA determines that it is impracticable for the Employee to meet the mentoring requirement

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during the spill emergency. Management reserves the right to approve who the retiree mentors as part of the requirements for the program.

**A Memorandum of Agreement between National Oceanic and
Atmospheric Administration; National Marine Fisheries Service;
Southeast Fisheries Science Center. (SEFSC or Agency)
and
the National Association of Independent Labor Local 22 (NAIL or
Union)**

This memorandum is an interim agreement (Interim Agreement) between the National Marine Fisheries Service Southeast Fisheries Science Center (SEFSC or Agency), and the National Association of Independent Labor (NAIL or Union) (collectively, the parties), and applies to all bargaining unit employees represented by NAIL as set forth in the Certification of Representative (Case No. AT-RP-22-0022) issued on January 03, 2023.

1. Both parties acknowledge the rights conferred on unions and management in the Federal Service Labor-Management Relations Statute (FSLMRS), Title VII of the Civil Service Reform Act of 1978. 5 U.S.C. §§ 7101-35, P.L. 95-454, tit. VII, 92 Stat. 1111, 1191-1218 (1978).
2. The Parties agree bargaining unit employees may telework consistent with the agency's telework policy subject to mission requirements and applicable law, government-wide rules and regulations. As of the Effective Date of this Agreement, the Parties will follow the NOAA Telework Implementation Plan, dated November 4, 2021.
3. The parties agree that bargaining unit employees will follow the current Department of Commerce Leave policy subject to mission requirements and applicable law, government wide rules and regulations.
4. The parties agree that bargaining unit employees will follow the current Department of Commerce Alternative Work Schedule policy subject to mission requirements and applicable law, government wide rules and regulations.
5. The parties agree that bargaining unit employees will follow the current Department of Commerce Discipline policy subject to applicable law, government wide rules and regulations.

6. The parties agree that the provisions of this Agreement are subject to, and will be governed by, applicable Federal laws and government wide regulations. It shall also be governed by federal rules and regulations issued by the Office of Personnel Management, Federal Labor Relations Authority, and Department of Commerce regulations in effect as of the effective date of this Agreement.
7. This Agreement is subject to reopening when new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.
8. The parties agree that negotiations for a Collective Bargaining Agreement (CBA) will begin no later than 60 days after the effective date of this agreement or later if mutually agreed upon.
9. The terms of this agreement are not precedential and may not be relied upon by either party as justifying the same or similar terms in any subsequent negotiations.

Once all signatures have been obtained below, this MOA will be forwarded by Management for Agency Head Review (AHR) consistent with 5 U.S.C. 7114. Once the Agreement has been approved by Agency Head or absent disapproval by Agency Head, 31 days after execution, the Agreement shall become effective. If the MOA fails AHR the parties may attempt to renegotiate the MOA. This MOA will remain in place until a CBA has been negotiated and approved by AHR.

Gregory M. Hooker
Chief Negotiator



Andrew W. David
Union President
NAIL 22

Memorandum of Understanding Between the National Weather Service and the National Weather Service Employees Organization on COVID-19 Reintegration Plan and Telework Policy

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1. Introduction

From the outset of the COVID-19 pandemic, the entire NWS Workforce demonstrated remarkable agility, creativity, tenacity, and perseverance to continue delivering life and property saving data, forecasts, and warnings to the public while ensuring workforce safety through remote operations under the emergency evacuation order. Yet again, NWS employees at all levels together proved their resilience, professionalism and devotion to the mission and the communities we serve. A hearty congratulations and well done to all! Looking ahead to the time when the pandemic-induced emergency evacuation order is lifted, we will all begin transitioning into the 'new next' of both our personal and professional lives. Like any major change or transition, it will bring excitement as well as trepidation. To succeed together, we will all need to demonstrate that same agility, creativity, tenacity, and perseverance that we showed at the outset, as well as a great deal of mutual patience, care, and concern for one another. This reintegration plan, jointly negotiated with NWSEO leadership, aims to enable a smoother transition and successful reintegration by providing a 'one-stop-shop' of information and guidance, as well as setting expectations for the future state of work across NWS.

Throughout the pandemic, we have learned a lot about the nature of our work in the context of a mandatory evacuation order— both positive things as well as others. Reintegration provides our first opportunity to apply these lessons to increase workplace flexibilities without compromising optimal mission execution. In the pages below, you will find the plan outlining the stages and criterion for a 'smart-steady-flexible' reintegration that accounts for a near 100% vaccinated workforce as well as local COVID conditions and office-level work requirements. Telework policies and procedures are also described, and Appendix-A contains observations that can be applied to management decisions at the local level when determining how to balance increased workplace flexibilities with mission requirements. Leadership's expectations are that decisions will be fair and consistent, data-driven, and respect a degree of parity in similar work environments while overall expanding workplace flexibility across the workforce while maintaining mission excellence.

Finally, looking beyond the next step of reintegration, NWS and NWSEO together are committed to a continuum of learning by observing, assessing, and adapting to make meaningful changes to sustain mission excellence while simultaneously improving the overall employee experience of status employees and the next generation team members in the world's best weather service.

2. Overview / Background

1. NWS mission and how it has been affected by COVID-19
 - a. The National Weather Service (NWS) provides weather, hydrologic, and climate forecasts, impact-based decision support services and warnings for the United States, its territories, adjacent waters, and ocean areas, for the protection of life and property and the enhancement of the national economy.
 - b. NWS has been able to offer continued support to all partners and fulfill all mission goals despite restrictions brought on by the COVID-19 pandemic. However, some mission-critical job duties have required continued onsite presence.
2. The purpose of this document is to provide guidance to NWS managers and employees regarding reintegration and our flexible telework posture going forward post pandemic.
3. NWS principles for reintegration:
 - a. NWS approach is, and will remain: Smart, Steady, Flexible and Science Driven.
 - b. There will not be a switch flipped where people are suddenly all back in the office. NWS personnel and NWSEO leadership will be given a 30-day notice before any change in phase for any office takes effect.
 - c. The ideal future state of the NWS workforce will capture the “best of both worlds” by providing telework flexibility to the greatest extent that is practicable given the functions of the job, needs of operations and in person interactions.
 - d. Solutions will continue to be locality/facility based and can be adapted as needed.
 - e. When applicable, all labor-management obligations will be completed before changes are made.

3. Phasing / Reintegration Steps

The below phases for facilities are outlined in the recently updated [NOAA COVID-19 Reintegration Implementation Plan](#). NOAA uses [Centers for Disease Control \(CDC\) county data](#) to determine when a facility could change phase. If phase definitions are updated based on the evaluation of new scientific data that accounts for our widely vaccinated workforce, the parties may immediately discuss updating this MOU. If there is a spike in the number of COVID-19 cases, the site may move to a lower phase to ensure employee safety. Note that all phasing guidelines and language included below are intended to be followed under routine conditions. Emergency situations, or other circumstances may require deviation from these guidelines.

Phase 0 / Reintegration Step 0

- Mandatory telework is in effect.
- Onsite facility presence is limited to only Mission-Critical Personnel.
- Community is identified as a “Sustained Hotspot,” meaning an area of substantial or high risk for COVID-19 transmission, based on the CDC’s Area of Concern Continuum.
- The facility may proceed to Phase 1 if the community is no longer considered a “Sustained Hotspot” in the CDC’s Area of Concern Continuum.
- For initial advancement onto Phase 2 or Phase 3, employees will receive a 30 day notice before moving forward.

Phase 1 / Reintegration Step 1

- CDC color category is Red/Orange, meaning Community Transmission Levels and CDC Area of Concern Continuum reports have been “High or Substantial” for at least four consecutive weeks.
- Up to 25% occupancy in an office.
- If more than 25% of employees are interested in coming on-site, the office will need to work an “in-person” schedule to not exceed the acceptable occupancy.
- The facility may proceed to Phase 2 if Community Transmission Levels are “Moderate” for four consecutive weeks and community is not an “Emerging Hotspot” per the CDC’s Area of Concern Continuum.
- The facility may move back to Phase 0 if the community is a “Sustained Hotspot” per the CDC’s Area of Concern Continuum.
- Employees will receive a 30-day notice when the phase will move forward to phase 2.

Phase 2 / Reintegration Step 2

- CDC color category is Yellow, meaning Community Transmission Levels and CDC Area of Concern Continuum reports are “Moderate” for at least four consecutive weeks
- Up to 50% occupancy in an office.
If more than 50% of employees are interested in coming on-site the office will need to work an “in-person” schedule to not exceed the acceptable occupancy.
- The facility may proceed to Phase 3 if Community Transmission Levels are “Low” for four consecutive weeks and community is not an “Emerging Hotspot” per the CDC’s Area of Concern Continuum.
- The facility may move back to Phase 1 if the Community Transmission Levels are “High/Substantial” for two of four prior weeks.
- Employees will receive a 30-day notice when the phase will move forward to phase 3.

Phase 3 / Reintegration Step 3

- CDC color category is blue, meaning Community Transmission Levels and CDC Area of Concern Continuum reports are “Low” for at least four consecutive weeks
- Up to 100% occupancy in an office.
- The facility may move back in phase if Community Transmission Levels warrant based on the CDC Area of Concern Continuum. If a facility regresses to a lower phase due to local health concerns, then an office will follow the NOAA protocols for moving back.

4. Telework

The COVID-19 pandemic forced changes to the workplace including a mandatory evacuation order to increase workforce safety. Many employees learned how to perform the functions of their job in a new way during a difficult time, meeting the challenges head-on. NWS demonstrated that we have been able to carry out our mission effectively.

We now have an opportunity to revisit how we were operating prior to the pandemic and leverage lessons learned during the pandemic to integrate telework and remote work into our strategic workforce efforts.

As we look to the future and build upon the Office of Personnel Management's (OPM's) encouragement, we intend to strategically leverage more workplace flexibilities such as telework, remote work alternatives, and alternative/flexible work schedules as tools to help attract, recruit, and retain the best possible workforce.

Overall, the eligibility of a given position for telework should be grounded in a determination whether the position's duties and responsibilities may be performed at an alternative worksite without diminution of employee performance or agency operations and the process should be as transparent as possible. The Telework Enhancement Act of 2010 (Public Law 111-292) includes language that says that telework should not diminish employee performance. In making these decisions, individual units are in the best position to define what it means to "ensure that telework does not diminish employee performance or agency operations." NWS will restructure jobs not currently eligible for telework in a way that would allow incumbents (except those who are legally prohibited) to telework at least on a situational basis, as OPM encourages such innovation where it is possible. A workforce that is entirely telework-eligible would be best positioned to withstand emergencies and other disruptions to normal business operations, although such arrangements may not be possible on a day-to-day basis for some operational positions.

Moving forward, the NWS will provide increased opportunities for telework above pre-pandemic levels. Decisions will be data and employee driven. Telework can provide the following benefits:

- increased employee performance, efficiency, morale, job satisfaction.
- help in attracting and retaining skilled workers with diversity from a wider geographic area.
- increasing federal employment for individuals with disability and for veterans per Executive Order (EO) 13548 and EO 13518;
- lower absentee rates and attrition;
- reduced greenhouse emissions and support for Executive Order 13514;
- and improved standards of living by allowing employees to:
 - (i) be more productive without the interruptions of an office setting;
 - (ii) gain increased flexibility in managing their time and schedule;
 - (iii) reduce the cost of daily commute;

- (iv) stay productive in times of poor weather, mass transit delays, and natural disasters; and
- (v) enjoy a more rewarding and balanced work-, family-, and personal-life.

As noted above, telework flexibilities should be considered to the greatest extent that is practicable given needs of operations and in person interactions between team members and with our partners. Per the [June 10, 2021 Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment Memo](#), “any such limitations should be based on job functions, documented misconduct, or performance-related challenges specific to telework, and other mission related priorities, however, rather than mere managerial preference.”

As NWS proceeds with reintegration, NWS and NWSEO will convene a monthly review panel consisting of the NWS Chief Operating Officer (COO), NWS Management Representative, the NWSEO President and the Executive Vice President to review any telework concerns and review proposed telework ideas for suitability and consistency.

Telework Guidelines:

- NWS non-bargaining employees will follow the NOAA Telework Implementation Plan, Oct 2021. Bargaining unit employees will also follow the NOAA Telework Implementation Plan, Oct 2021 and consistent with or as supplemented by this MOU.
- Managers and supervisors should look at functions/suitability of a position, IT resources and security, and employee safety concerns to determine which activities are portable. They should take into consideration the individual’s duties as well as the way the work unit functions as a whole.
- Managers and supervisors should work immediately with all non-bargaining employees, and for BU employees through the LOT to determine which practices identified during the pandemic-related evacuation orders can continue post-reintegration, taking into account employee flexibility, mission-critical activities and operational requirements. This can include adding additional fixed telework days per pay period, and identifying which activities are suitable for fixed or situational telework. Managers and supervisors when working through the LOT will consider pandemic telework observations listed in Appendix A in determining suitable post-integration telework arrangements which are consistent with operational needs.
- Local schedule changes will be bargained in the Local Office Team (LOT) in accordance with Article 8 of the Parties’ Collective Bargaining Agreement (CBA).
 - As noted in the NOAA Reintegration Implementation Plan. At locations approved for Phase 2:
 - Employees who have been working on-site on a regular basis may be subject to reasonable adjustments to telework to support additional on-

site activities.

- Employees who have NOT been working on-site on a regular basis and want to voluntarily return to on-site work may do so with supervisor approval for Phase 2 approved activities.
- Employees who have been teleworking full time who do NOT wish to return to on-site work prior to a requirement to do so will continue to telework full time unless their presence is required on-site for a mission essential or mission critical task.
- In anticipation of an eventual Phase 3 designation, the LOT will survey the bargaining unit to determine which employees would like to have their telework schedule changed from pandemic operations.

For all employees: There are times when an employee must be in the office (e.g., to attend a meeting) or on official travel on a regularly scheduled telework day. In such cases, the employee may request approval from his/her supervisor to reschedule the telework day during that pay period subject to the needs of the office. In addition, some employees' work requirements do not permit them to schedule regular telework days in advance. Therefore, these employees may schedule their telework days with their supervisors' approval on a weekly basis. This requirement must be annotated on the employee's telework agreement. Overall needs of the office must take precedence over working off-site on a regularly scheduled telework day if a conflict arises.

For shift working employees, managers should make efforts to allow these employees the opportunity to exchange this onsite shift for a telework shift at a later time; however, this cannot always be guaranteed.

If called in after a telework shift has started, the commute into the duty location counts as duty time.

Teams should have opportunities to meet together in person and should be scheduled well in advance.

Telework agreements can be individualized, and the number of days of telework authorized per pay period for each employee may vary consistent with the needs of the particular office and duties of the employee. Schedules including up to, but not exceeding, eight days of telework per pay period may be permissible in appropriate circumstances.

Remote Worker

An alternative work arrangement by which an employee is scheduled to perform the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite (e.g., home, other alternative location) other than the employee's traditional worksite,

either within or outside of the locality pay area of the traditional worksite and is *not* scheduled to report to the traditional worksite *at least twice* on a regular/recurring basis each pay period. Requests for remote work are submitted to the NWS Deputy Assistant Administrator for consideration.

Telework Agreements

The employee and his/her supervisor shall discuss the expectations in the proposed telework agreement, including the performance levels required of the employee. The employee's immediate supervisor is the approving official for Telework Agreements entered under this policy.

When there is a modification or termination of a telework agreement, Management is encouraged to provide employees with 30 days of advanced notice prior to implementing the modification and not less than ten (10) working days' advance notice to allow the employee to make necessary arrangements.

This agreement supersedes the guidance in Article 26 of the NWS-NWSEO Negotiated Agreement, March 16, 2021.

This MOU may be reopened by either party after 18 months from the date of execution or if phase definitions are updated based on the evaluation of new scientific data that accounts for our widely vaccinated workforce. Unless mutually agreed, this MOU will have the same term as the March 16, 2021, NWS-NWSEO Negotiated Agreement.

For NWSEO

For NWS



John Werner
NWSEO President

02/24/2022
Date

A.J. Reiss
(Acting) NWS Deputy
Assistant Administrator

02/24/2022
Date

5. References

[NOAA Telework Implementation Plan, October 2021](#)

[OMB Memo M-21-25: Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment](#)

[OPM 2021 Guide for Telework and Remote Work in the Federal Government, November 2021](#)

[NOAA HVAC Guidance](#)

[NOAA Portal for Employees](#) - Latest guidance linked on the portal - must be logged into your noaa.gov account to access.

APPENDIX A: Collected observations on telework during Pandemic-related evacuation orders. There are likely other observations not captured below, and these observations are not representative of the full breadth of innovation and flexibility employees exhibited to ensure continuity of the NWS Mission on short notice.

During the pandemic, the NWS Workforce demonstrated resilience and creativity to accomplish the mission while pivoting many functions to remote operations. The observations set forth below illustrate some of telework experiences collected during the pandemic. While these experiences are not an exhaustive list, they can serve as context for local discussions between employees, supervisors and stewards, as applicable as we consider what is sustainable over the long term, post-pandemic. Going forward, acceptable levels of risk for long-term post pandemic operations at all our locations must leverage the 'best of both worlds,' that is balancing workforce flexibility and morale with acceptable levels of operational and situational risk.

NWS-Wide:

- Virtual meeting platforms facilitated greater attendance and information flow, especially for broad invitation meetings (e.g. All Hands, Diversity celebrations, etc.)
- Virtual or hybrid hosted conferences enabled wider attendance and more professional development opportunities, especially by shift workers or those with limited personal flexibility for travel; but NWS hosted events where knowledge and experience transfer through in person mentoring was less than optimal.
- Wider professional networks were built, but deeper mentoring connections, especially new ones, were more difficult to establish and then thrive.
- Much professional development and training across the workforce was successfully completed remotely, but some critical hands-on training suffered. The NWS Training Center experimented with leveraging virtual training simulations for some technical work. Moving forward, virtual training may become more commonplace, but must still be balanced with necessary hands-on training where experience and knowledge transfer are important.
- Research, development, and science collaboration activities have all been successfully performed via telework during COVID-19.
- NWS employees successfully accomplished many administrative tasks and parts of operational processes from a remote/telework posture, including controlled correspondence, signature packages, communications and briefings, and significant portions of the product generation process. This has increased resilience, eliminated paper, and improved customer service.

Operational Units:

- Many NCEP centers produced operational forecast products and services during evacuation order/mandatory telework generally excelling at producing timely and accurate products. Many operational units noted little to no adverse impact to the timeliness of the products issued on telework or remote work. Telework during the pandemic allowed most of NCEP to make innovations in supplementing existing Continuity of Operations Plan (COOP) as workers are now capable of performing much of the COOP required activities remotely. There will likely be challenges ahead in sustaining the new capabilities developed during the pandemic and risks to consider going forward.
- Situational Telework was widely used at RFCs for both developmental work such as river forecast model improvement and enhancements as well as for augmenting in-person operations. RFCs are rather unique in NWS as a large portion of their duties are focused on developing enhanced hydrologic forecast capabilities which successfully continued via telework during the pandemic using AWIPS VPN. The telework capability enabled employees to continue the critical mission from an off-site location when needed. RFCs successfully augmented and conducted operations via telework during flooding operational postures. Many RFCs used teleworkers to supplement long event flood operations that were not critical but needed extra forecasters to supplement issuing forecasts during the evenings and weekend periods often after already having worked a full shift. This telework capability developed during the pandemic also allowed for improved and more robust IDSS interactions with partners at their facilities. Employees were able to demonstrate in real time what the model was producing and make modifications to the model to meet partner's needs in real time to address potential impacts. Through telework RFC hydrologists were able to work remotely at a river site with USGS partners to gather real-time critical flow measurements and directly input them into the forecast and work virtually with university and research partners to remotely generate and evaluate model improvements.
- WFOs were able to telework during operational shifts in a limited capacity and for specific reasons which provided operational flexibility and generally improved the employee experience. Employees have been able to provide new forms of mutual support for other offices such as gathering storm data via social and traditional media to support offices under times of extreme duress, such as hurricanes, tornado outbreaks, wildfires, and flooding. In WFOs, virtual teleworkers operating from home gave some offices another option to augment in-office operations during high-impact events with a higher level of flexibility for offices and safety for employees. WFOs performed many non-operational activities virtually, including significant research and development activities, forecast model improvements, science projects, training, and administrative activities. The mandatory telework posture also demonstrated an efficiency in scaled-down continuity of operations capabilities. That is, some backup activities can be successfully accomplished with telework from alternate worksites without requiring en masse re-location of the work unit or additional staff from other centers. When conducive to partner operations and decision making, NWS provided excellent IDSS support to decision-makers in virtual mode. This included providing IDSS to decision-makers

for events at their request, including services to support prescribed fires, wildfires, search and rescue efforts, and various events such as parades, college football games, graduation ceremonies, festivals, etc. NWS also learned many of our IDSS core partner meetings can be run or attended virtually, including fire weather training, seasonal assessments, and partner briefings for fire weather, winter weather, air quality calls, and interactions with Emergency Managers. The key is to ensure any remote worker supporting IDSS meetings is in constant communication with the office to ensure consistency of messaging.

Student outreach and virtual classroom talks to schoolchildren across the country continued in virtual mode. NWS employees were able to teach weather sections to classrooms with students in ages ranging from kindergarten to high school.

- a. In the 2019-2020 school year there were 169 talks given
- b. In the 2020-2021 school year there were 368 given to over 13,000 students.
- c. There was a demand for over 600 talks.
- d. These talks were given to 46 states and 4 countries (including China, Japan, Korea, and Canada)



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Approved by: _____

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**Director
Office of Human Capital Services**

**National Oceanic and Atmospheric Administration (NOAA)
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I. INTRODUCTION

Telework is a flexible work arrangement under which an employee performs the duties and responsibilities of their position and other authorized activities from an approved alternative worksite other than the employee's designated traditional Federal workplace.

Telework is a workplace flexibility management option to facilitate the timely and effective accomplishment of the work of the office. An employee's decision to elect to telework is entirely voluntary (unless the employee is designated an "emergency" employee or is designated as a member of the Emergency Response Group).

The NOAA Telework Implementation Plan is consistent with the provisions of the [Telework Enhancement Act \(Act\) of 2010 \(Public Law 111-292, October 9, 2010\)](#), the [Department of Commerce Telework Plan \(August 2021\)](#), and the Office of Personnel Management's (OPM's) policies contained in their [Guide to Telework in the Federal Government, Governmentwide Dismissal and Closure Procedures \(November 2018\)](#), and OPM's [Additional Guidance on Post-Reentry Personnel Policies and Work Environment](#).

The law and policies are intended to promote:

- Recruiting and retaining the best possible workforce;
- Continuing operations during emergency conditions (including pandemic health crises);
- Reducing costs related to employee turnover and absenteeism;
- Reducing real estate and transit costs; and
- Enhancing work-life balance by allowing employees to better manage their work and personal obligations.

NOAA and the Department of Commerce (DOC) recognize that a well-managed, widely used telework program has the potential to lead to benefits such as:

- Improved marketability (as a more competitive and inclusive employer);
- Reduced commuting time (that can contribute to an improved quality of work/life balance);
- Cost savings (in areas such as recruitment and retention of employees); and
- An improved Continuity of Operations Plan (COOP).

NOAA supports and encourages telework as a major element in its efforts to reduce its facility space requirements, thereby reducing its energy consumption, greenhouse gas emissions, surface ozone, rent, and other operating costs.

The operational needs of NOAA supersede an employee's desire to telework. In addressing any application for telework, including an application to continue, modify, or terminate an employee telework arrangement, management will consider the following:

- Operational needs and work requirements of the organizational unit,
- Duties of the position, and,
- Employee conduct, performance, and capacity or demonstrated ability to telework.

While approval is at the sole discretion of the supervisor, it may not be based on mere managerial preference. The aforementioned criteria will be reviewed using the NOAA

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Telework Eligibility and Readiness Assessment. Employees do not have an entitlement to telework, nor do employees who currently telework have an automatic right to continue teleworking.

DOC encourages participation at a rate of at least four (4) days per pay period for all supervisory and non-supervisory employees with sufficient amounts of portable work. Where a position is not suitable for significant amounts of telework, supervisors are encouraged to use telework as a means for greater flexibility to the extent possible.

II. REFERENCES

Telework Enhancement Act of 2010, Public Law 111-292, December 9, 2010
OPM, Guide to Telework in the Federal Government (2010)
OPM, Governmentwide Dismissal and Closure Procedures (November 2018)
OPM, Additional Guidance on Post-Reentry Personnel Policies and Work Environment
DOC Teleworking Plan, August 2021
5 CFR § 531.605 - Determining an employee's official worksite
5 U.S.C. § 6329c - Administrative Leave Act

III. DEFINITIONS

Agency Worksite – The location from which work would have been performed had the employee not entered into a telework or remote work arrangement. For teleworkers, this is the same as the traditional worksite.

Alternative Worksite – The employee's residence, or a location other than the traditional worksite which has been approved by the manager/supervisor for the performance of the employee's official duties. For purposes of telework, the alternative worksite is considered an official Government worksite.

Approving Official – The immediate supervisor, unless an office has issued a standard operating procedure requiring approval at a high level.

Domestic Employee Teleworking Overseas (DETO) – Overseas work arrangement where a Federal Executive branch employee performs the work requirements and duties of their domestic Civil Service or Foreign Service (FS) position from an approved overseas location via a DETO Agreement. Employees have no authorization to telework from a foreign location without an approved DETO Agreement. DETO agreements are not needed for U.S. territories or possessions.

Eligible Employee – All employees are considered eligible to telework unless:

- 1.) the employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year (there are no exceptions); *or*
- 2.) the employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (there are no exceptions), *or*

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- 3.) the employee’s performance does not comply with the terms of the written agreement between the approving official and the employee (see **Telework Agreement**).

Eligible Position – See **Position Suitability**.

Emergency Response Group (ERG) Member – A person assigned responsibility to report to an alternate site, be on call, or serve as backup, as required, performing agency-essential functions or other continuity of operations-related duties.

Essential Functions – Functions that enable the Federal Government to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.

Evacuation Pay and Special Allowances – Consistent with NOAA Administrative Order (NAO) 202-1110, during a pandemic health crisis or other emergency situation, the NOAA Administrator may:

- 1) order one or more employees to evacuate their worksite and provide them with evacuation pay and special allowances; or
- 2) Approve evacuation pay and special allowances to an employee or employees in receipt of an evacuation order from a State, Local, or Federal authority.

An employee in receipt of evacuation pay may be required to work from a “safe haven” (usually their homes or an alternative location mutually agreeable to the agency and employee) without regard to whether the agency and employee have a telework agreement in place when the order to evacuate is issued. An evacuated employee at a safe haven may be assigned to perform any work considered necessary or required to be performed during the evacuation period without regard to the employee’s grade/band, level, or title. The employee must have the necessary knowledge and skills to perform the assigned work. Failure or refusal to perform assigned work within the employee’s knowledge, and skill level, except when the failure is due to circumstances beyond the employee’s control related to the evacuation, can be a basis for disciplinary action and termination of evacuation pay.

Hoteling – Telework arrangement in which employees are not assigned permanent space in their designated traditional worksite, but share offices and conference space as necessary when working at the traditional worksite. Such space is assigned by reservation, much like a hotel. NOAA encourages Line and Staff Offices to establish hoteling and space sharing arrangements for all employees who telework three (3) or more days per week.

Mobile Workers – Employees who, by the nature of their duties, do not have a designated traditional agency worksite, and they typically use their home as their duty station. Due to the nature of their work, they *are not* considered telework-ready employees. **Note:** This is different from ‘hoteling’ arrangements, in which frequent telework-ready employees use shared space when they are working at their designated traditional worksite.

Official Duty Station – Location of an employee’s position of record where the employee regularly performs their duties (i.e., normally this means the location at which the employee

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works for the majority of their working time). If the employee's work involves recurring travel or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as determined by the manager/supervisor. An employee's official duty station determines the appropriate locality area for pay purposes for General Schedule or equivalent employees as well as entitlement to travel and relocation expenses under the Federal Travel Regulations (FTR).

Officially Disciplined – A disciplinary action that results in the placement of a document in an employee's official personnel file (OPF); the bar on telework participation remains in effect as long as the document stays in an employee's OPF. A suspension or termination related to the items mentioned in the Telework Enhancement Act of 2010, Public Law 111-292 that results in a document (Standard Form (SF)50) that permanently remains in the OPF would result in permanent prohibition in telework participation.

Position Suitability – A position is suitable for telework unless the official duties require *on a daily basis* (every workday) the direct handling of secure materials determined to be inappropriate for telework by the head of the bureau/operating unit; or the performance of on-site activities that cannot be performed at an alternative worksite.

Routine Telework – Telework that occurs as part of an ongoing regular/recurring schedule such that the employee typically teleworks on the same day(s) during each biweekly pay period or a series of pay periods.

Remote Worker (Within the USA and its Territories) – An alternative work arrangement by which an employee is scheduled to perform the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite (e.g., home, other alternative location) other than the employee's traditional worksite, either within or outside of the locality pay area of the traditional worksite and is *not* scheduled to report to the traditional worksite *at least twice* on a regular/recurring basis each pay period. The duty station must be changed to the alternative worksite for pay purposes, relocation expenses, travel expenses, etc., and must be documented on the employee's SF-50, *Notification of Personnel Action*, even if the alternative worksite is within the same locality pay area as the traditional worksite. Remote work is not considered to be Telework under the Telework Enhancement Act.

Remote work guidance based on OPM guidance (including already provided OPM guidance that may form the basis of pilot programs) will be provided in a separate policy. Note: For Remote Work outside of the USA, see Domestic Employee Teleworking Overseas (DETO).

Situational Telework – Telework performed on an ad hoc, occasional, episodic, one-time, or irregular basis, including **Unscheduled Telework**, and modifications to an employee's **Routine Telework** schedule.

Telework – Telework, known as “telecommuting,” refers to a paid, flexible workplace arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved alternative worksite, and is scheduled to report to the traditional worksite at least twice each pay period on a regular/recurring basis. The official duty station remains the traditional worksite.

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Telework Agreement – A signed written agreement between the employee and their supervisor/manager which provides the terms of the telework arrangement and contain the requirements under Section XII of this policy. NOAA considers all telework agreements to encompass both the written application/agreement form, any addendums and additions to the form, as well as the employee’s Performance Plan.

Telework-Ready Employee – An employee who occupies a position suitable to telework and has:

- Completed the required one-time telework training for employees via the Commerce Learning Center (CLC);
- A signed individual telework agreement;
- The required technological necessities to telework (i.e., Computer, internet access, electricity, telephone, etc.);
 - Note: the Telework Agreement should specify the necessary equipment and whether it will be provided by the government or the employee.
- A safe and appropriate approved alternative work site.
- Has sufficient work that can be completed at the alternative work site.

Temporary Duty (TDY) Location – A place, away from an employees’ official duty station, where the employee is authorized to travel. Employees on TDY may be permitted to telework consistent with their agreements. Note: Employees on TDY in foreign locations are not considered to be DETOs, but must receive permission from their manager/supervisor before engaging in telework activities; consideration should be given to potential security issues associated with remotely accessing government systems in the foreign location.

Traditional Worksite – See **Agency Worksite**.

Unscheduled Telework – A subset of Situational Telework that is available in response to an office closure, weather, or safety event. This type of telework is authorized by OPM or an appropriate agency official in response to an appropriate event or condition effecting an employee’s duty station.

IV. TELEWORK STRATEGIES

- A. **Agreeing to Telework.** An employee’s decision to telework is voluntary unless telework is a condition of employment (i.e., the employee is designated an “emergency employee”) or is required to continue Government operations in times of emergency (i.e., while in receipt of Evacuation Pay, as a member of the ERG, or as part of the COOP). In these instances, an employee may be required to work at home, or at another approved alternative worksite.
- B. **Types of Telework.** It is NOAA’s policy to allow eligible employees to work at alternative work sites away from their official duty stations, consistent with the needs of their office, during their regular tour of duty. Employees may be approved for Routine and/or Situational Telework.

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C. Telework Conditions

1. Routine Telework schedules and use of Situational Telework must be approved by an approving official (i.e., supervisor) and may not be changed without prior approval.
2. Employees approved for Routine Telework may be granted Situational Telework when business or personal needs require a short-term change to the telework arrangement, such as switching a scheduled telework day with a day the employee would otherwise report to the agency worksite or adding additional telework days. See “Temporary Telework Arrangements” below for additional details.
3. An employee’s use of telework does not adversely affect their option to use an alternative (flexible or compressed) work schedules.
4. Unscheduled Telework does not require advance approval. When OPM makes an announcement of “Unscheduled Telework” and it is not the employee’s regularly scheduled telework day, the employee may choose to perform unscheduled telework in lieu of reporting to the agency worksite. The employee’s decision is not subject to prior approval by the supervisor. However, the employee must notify their supervisor in accordance with the applicable procedures of the office.
5. In rare circumstances, management may find it necessary to require a teleworking employee to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference) on their scheduled telework day. This should not be a last-minute request, but a special work circumstance that both the supervisor and employee know about, discuss, and plan in advance as the special work requires.
6. Communications systems and procedures to conduct telework are to be in place to support telework in an emergency, including a communication process to notify ERG personnel, emergency, and non-emergency employees of the activation of the agency’s emergency plan, and the agency’s operating status during the emergency.
7. All employees designated as “emergency,” as members of the ERG, or have responsibility during activation of the COOP, must have an approved individual telework agreement. Note: Employees required to telework only as a result of emergency or ERG responsibility are not required to telework on a regular, unscheduled, or ad hoc basis and will not be subject to telework requirements during office closures. Their individual telework agreement should specify whether they elect to telework outside of their emergency

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requirements (and are therefore subject to the normal telework requirements therein).

8. Time and Travel Conditions:
 - a. An employee who is required to travel between their traditional worksite and alternative worksite after the beginning of their work day is considered to be working during the travel, unless Weather and Safety Leave is warranted (See OPM's Governmentwide dismissal and closure procedures for guidance.).
 - b. To reduce government liability and maximize productivity, managers should avoid requiring or permitting employees to travel from their alternative worksite to an agency worksite during the work day. If the requirement to report to the worksite is known prior to the day that the employee is required to report to the worksite, employees should instead be directed to report for a full day of work at the agency worksite. At an employee's request, managers may permit employees to travel from their traditional worksite to their telework location to complete their work day; this travel must be accomplished on personal time (e.g., lunch or during flexible bands) or on approved personal leave.
 - c. Telework-ready employees scheduled to telework during their regular tour of duty on a day when their office is closed (or when other employees are dismissed early) are not entitled to receive overtime pay, credit hours, or compensatory time off in lieu of overtime payment for performing work during their regularly scheduled hours.
 - d. Employees voluntarily participating in the telework program are required to telework when offices are closed as a result of a weather or safety incident. Employees may be granted personal leave in lieu of teleworking or may be excused from teleworking consistent with the guidance provided in Section VII below.
 - e. All time teleworked in a pay period will be recorded per instructions in the appropriate time and attendance system.

- D. **Maximum Amount of Telework.** The maximum number of days an employee (including part-time employees) may perform routine or situational telework during a pay period is left to the discretion of the approving official, except that an employee must be regularly scheduled to report to the agency worksite at least twice per pay period on a recurring basis.

The twice per pay period requirement is irrespective of the number of hours spent performing work at the agency worksite; therefore, an employee on an Alternative Work Schedule may spend fewer than 16 hours each pay period at the agency worksite, as long as they have reported on two separate work days.

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The approving official's determination must be based on the employee's readiness to telework, the functions of the position, and the operational needs and work requirements of the organizational unit, not mere managerial preference.

An employee may be permitted to telework in excess of this maximum situationally or temporarily as long as there is a reasonable expectation that such employee will return to their routine telework arrangement in the foreseeable future. While there is no specific time limit on these situations, as durations increase supervisors must ensure the circumstances clearly support the temporary nature of the arrangement. See "Temporary Arrangements" in Section XIII for additional details.

E. Teleworking and Care of Elders, Children, and other Dependents.

If alternative caregivers are available (i.e., spouse, babysitter, etc.), or the dependents are able to care for themselves for part or all of the workday (such as older children), then their presence at the worksite would not interfere with the employee performing their duties; therefore, telework in these circumstances may be performed while dependents are at the telework location. Employees should coordinate with their supervisors to use flexible schedules, appropriate leave, or other arrangements to account for their time spent engaging in dependent care.

The above guidance also applies in the event of an office closure that results from a weather or safety emergency that also impacts the availability of dependent care (i.e., schools and/or care facilities are closed or inaccessible). However, if these circumstances significantly diminish an employees' ability to perform agency work, or if the supervisor or a Line or Staff Office policy bars telework in a given dependent care situation, the employee will not be considered telework-ready and therefore must be granted Weather and Safety Leave.

F. Teleworkers and Non-Teleworkers Shall be Treated the Same for Certain Purposes:

1. Periodic appraisals of job performance of employees;
2. Training, rewarding, reassigning, promoting, reduction in grade, retaining, and removing employees;
3. Work requirements; and
4. Other acts involving managerial discretion.

Note: While managers may require that teleworking employees be available for telephonic or video meetings and respond within reasonable periods of time to impromptu meeting requests (as they would expect of employees in the office), managers may *not* require employees to keep their video or telephone conferencing channels open for prolonged periods of time to facilitate spot checking of work.

G. Training Requirements. All employees interested in teleworking must successfully complete the required telework training for employees via the CLC before they may be approved to telework.

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The approving official for individual telework agreements must have completed the required telework training for managers via the CLC before they can approve any individual telework agreements.

V. ELIGIBILITY CRITERIA

- A. **Non-Discrimination.** Participation in telework is open to all eligible employees without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factors.
- B. **Employee Eligibility.** All NOAA employees are initially considered eligible to telework subject to the following statutory exclusions:
- a. The employee has been officially disciplined for being absent without leave (AWOL) for more than five (5) days in any calendar year; *or*
 - b. The employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; *or*
 - c. The employee's performance at the time they request to telework is at least "Fully Successful" or the equivalent (a rating of 55 under Commerce Alternative Personnel System (CAPS)) and the performance of the employee does not comply with the terms of the telework agreement. Note: The duration of a performance-based exclusion is at the discretion of the employee's supervisor; supervisors need not exclude employees until they receive a formal performance review and may permit an employee to telework when they feel their performance has reached the "Fully Successful" level.

If an employee is determined to be ineligible to telework due to these exclusions, the employee will receive a written determination from the approving official within 10 working days of the employee's request to telework.

- C. **Position Suitability.** The employee is not eligible if the employee's position requires the employee to perform the following types of work on a daily basis (every work day)
- a. Direct handling of secure materials determined to be inappropriate for telework by the agency head;
 - b. On-site activity that cannot be handled remotely or at an alternative worksite; *or*
 - c. The employee is a mobile worker (not eligible due to the nature of work)
- These determinations must be made position-by-position, based on the duties of the position and the needs of the service.

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VI. ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES

It is important to distinguish between ordinary requests to telework and requests from persons with disabilities for reasonable accommodation. Approving officials/supervisors should consult Department Administrative Order (DAO) 215-10, "[Reasonable Accommodation Policy](#)," and the Office of Human Capital Services (OHCS) as part of the interactive process established by the Rehabilitation Act, in order to fully understand supervisors' responsibilities under the law.

As governed by Section 501 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et. seq., the Rehabilitation Act and [DAO 215-10](#), the determination as to whether an employee may be granted telework as a reasonable accommodation due to a disability should be made through the Reasonable Accommodation Coordinator, the employee's first-line supervisor, and the employee.

VII. EXCUSED FROM TELEWORKING

The supervisor, on a case-by-case basis, should excuse a telework-ready employee from duty without charge to paid personal leave or loss of pay during an emergency situation if the employee is prevented from performing work at an approved location due to: (1) an act of God; (2) a terrorist attack; or (3) another condition that prevents the employee from performing work at an approved location. Examples of the latter situation include:

- A. (1) the emergency situation adversely affects the telework site (e.g., disruption of electricity, or network connection problems that prevent telework); or
(2) the telework-ready employee's duties are such that they cannot continue to work without contact with the regular worksite during an emergency situation, and those individuals are not present.
- B. If the telework-ready employee faces a personal hardship that prevents them from working successfully at the telework site, the employee may request the appropriate leave (annual, sick, compensatory, credit hours, compensatory time for travel, weather/safety leave, administrative leave, etc.). The employee may also switch to an alternative work schedule day off, or use "flexing" consistent with the employee's alternative work schedule, if any.

Note: Under certain circumstances, the employee's personal hardship may be a result of weather or safety conditions that permit the supervisor to grant weather/safety leave, such as the need to prepare the home for severe weather, clear snow or ice from the primary egress, or make repairs to damage that threatens the safety of the employee. Supervisors are encouraged to consult with OHCS in determining whether to grant Weather and Safety Leave under these circumstances.

VIII. PERFORMANCE STANDARDS

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Performance standards for telework-ready employees must be the same as performance standards for non-telework-ready employees. Expectations for performance should be clearly addressed in each employee's performance plan. The performance plan should be reviewed to ensure the standards do not create inequities or inconsistencies between telework-ready and non-telework-ready employees. Like non-telework-ready employees, telework-ready employees are held accountable for the results they produce. Resources for performance management are available from OPM at <https://www.opm.gov/policy-data-oversight/performance-management/>; and OHCS's performance management resources portal at <https://sites.google.com/noaa.gov/ohcs/policy-procedures/performance-management>.

IX. ROLES AND RESPONSIBILITIES

A. NOAA/OHCS Telework Program Manager (TPM)

1. Develop, review and update the NOAA Telework Implementation Plan.
2. Maintain a list of the primary telework coordinators (TCs) for each line and staff office.
3. Establish procedures for evaluating the telework program.
4. Provide telework reports, with input from line/staff office TCs, as required by the DOC.
5. Provide advice and assistance to line and staff office TCs on the NOAA Telework Implementation Plan, including working with senior-level managers in establishing and obtaining office telework goals, objectives, and reporting requirements.
6. Answer telework-related questions and providing guidance to the NOAA line/staff office TCs.
7. Develop and conduct telework training to approving officials, managers, supervisors and the Line/Staff Office TCs.
8. Develop a catalog of best practices and lessons learned.
9. Develop and maintain an online telework portal of information.

B. Approving Officials. Approving officials are responsible for the overall management and success of teleworking within their offices, including day-to-day operations. Telework-ready employees and their approving officials are responsible for reviewing the individual telework agreement at least annually to ensure that it is current. The date of the review must be documented.

C. NOAA Line/Staff Office Telework Coordinators (TCs)

1. In consultation with the OHCS TPM:
 - a. Conduct training sessions for their assigned line/staff office to supplement the orientation training provided to all new employees. The training session will provide orientation and training for telework-ready employees and their supervisors regarding the implementation plan and their responsibilities; and
 - b. Provide NOAA procedural program guidance to management and telework-ready employees.

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2. Maintain a central file of all approved individual telework agreements for the personnel in their line/staff office as well as a record of all written denials or terminations;
3. Answer telework-related questions and provide guidance to the employees within their line/staff offices;
4. Develop and implement a reporting system capturing telework participation, hours teleworked (from the time and attendance (WebTA) system), terminations, and denials; and
5. Response to requests for reports consistent with Section XV below.

X. PREPARING FOR THE INDIVIDUAL TELEWORK AGREEMENT

The following actions should be taken when establishing an individual telework agreement:

- A. The employee completes the NOAA Supervisor's/Manager's Telework Eligibility and Readiness Assessment Tool (See Appendix B).
- B. The employee completes the "Telework Application/Agreement and Modification of Telework Agreement" (See Appendix A) and submits it to their supervisor along with the certificate showing successful completion of the required telework training for employees via the CLC.
- C. The employee completes the Telework Safety Checklist (See Appendix C).
- D. The employee and supervisor discuss the expectations in the proposed telework agreement, including the performance levels required of the employee and the results of the NOAA Telework Eligibility and Readiness Assessment Tool.
- E. If the supervisor is not the approving official, the supervisor will forward the telework agreement to the approving official with their recommendations.

XI. TELEWORK AGREEMENTS

A. Duration of Telework Agreements

1. Approving Officials should determine the duration of the telework agreement. Telework agreements may be considered indefinite and do not require an expiration date. Approving Officials are encouraged to regularly review telework agreements with participants and make adjustments, including terminations, when requested by employees or determined to be necessary by management. All agreements must be reviewed at least annually. NOAA suggests these reviews be completed during the employee's annual or semi-annual performance management reviews.
2. An employee may *not* telework if they do not have a current approved telework agreement in place.
3. In accordance with [5 U.S.C. § 6502\(b\)\(3\)](#), an employee is not authorized to continue teleworking if the performance of that employee does not comply with the terms of the written telework agreement between the approving official and the employee (see "B" below).

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B. Modification and Termination of Telework Agreement. The operational needs of NOAA supersede an employee's desire to telework. In addressing any application for telework, including an application to continue teleworking, or in making a decision to modify or terminate an employee telework arrangement, management will first consider the operational needs and work requirements of the organizational unit, the duties of the position, and, through the NOAA Telework Eligibility and Readiness Assessment, the employee's conduct, performance, and capacity or demonstrated ability to telework. While approval is at the sole discretion of the supervisor, it may not be based on mere managerial preference. Employees do not have an entitlement to telework. Nor do employees who currently telework have an automatic right to continue teleworking.

1. Modification

- i. Management Directed Modification
 1. Management may modify the agreement at any time to address the operational needs of the work unit, employee performance or conduct, or to comply with law and policy.
 2. The approving official must provide written documentation supporting the modification, including the reason for modification, to the affected employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect.
 3. Management must provide the employee with at least ten (10) working days' advance notice prior to implementing the modification to allow the employee to make necessary arrangements. In establishing the implementation date, management should consider the nature of the arrangements the employee must make, particularly in situations where the employee had been performing significant amounts of routine telework.

- ii. Employee Modification Request
 1. An employee may request to modify the current telework agreement (e.g., change the regular teleworking day) by submitting a new "Telework Application / Agreement and Modification of Telework Agreement" (check "Modification") to the employee's supervisor with the requested changes highlighted;
 2. The supervisor and employee shall discuss the employee's requested modifications within five (5) working days of submission;
 3. If the supervisor is not the approving official, the supervisor will forward the request to the approving official with their recommendations within five (5) working days;

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4. The approving official will issue a final, written decision to the employee and supervisor within seven (7) working days of receiving the supervisor's recommendation.

2. Termination

- i. There is no mandatory waiting period following termination prior to submitting a new request to telework.
- ii. **Employee Termination**
An employee may terminate the telework agreement at any time, for any reason, without the need to provide advanced notice, by providing the approving official with written notice of a decision to terminate their written telework agreement. While employees are not required to provide advanced notice, they should notify their managers promptly and prior to executing their termination.
- iii. **Management Directed Termination**
 1. Management may terminate the agreement at any time to address the operational needs of the work unit, employee performance or conduct, or to comply with law and policy.
 2. The approving official must provide written documentation supporting the termination, including the reason for termination, to the affected employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect
 3. Management must provide the employee with at least ten (10) working days advance notice prior to implementing the termination to allow the employee to make necessary arrangements. In establishing the implementation date, management should consider the nature of the arrangements the employee must make, particularly in situations where the employee had been performing significant amounts of routine telework.

C. Appeals

Non-bargaining unit employees must use the procedures in [DAO 202-771](#), "*Administrative Grievance Procedure*" to appeal issues relating to their request to telework, modification to an existing telework agreement, and management directed terminations of telework agreements.

Bargaining unit employees should use the negotiated grievance procedure and/or follow the process outlined in their collective bargaining agreement unless telework related issues have been excluded from their agreement.

In following the administrative grievance process, the official making the final decision on appeals will issue a written decision on an employee's appeal of the denial

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of their request within 10 working days of the request being received by the deciding official. If the deciding official disapproves the request, they must provide written justification to the employee indicating when or if the employee would be eligible to reapply, and if applicable, what actions the employee should take to improve their chance of future approval. Deciding officials are to provide employees copies of signed written denials or terminations of telework agreements.

- D. **Discrimination.** Employees who believe they are the victims of prohibited discrimination must use the procedures in [DAO 215-9](#), “*Filing Discrimination Complaints*,” to appeal the alleged discrimination, or may use the negotiated grievance procedure.

XII. ESTABLISHING THE WORK SCHEDULE

Work schedules identify the days and times an employee will telework. Normally, telework schedules parallel those at the traditional worksite; however, they can differ to meet the needs of the organization and participating employees’ needs. Work schedules may also include fixed times during the day for manager/supervisor/employee telephone conversations, which may be helpful to ensure ongoing communication. For additional information on hours of duty, please visit:

- <https://www.commerce.gov/hr/practitioners/leave-policies/hours-of-duty-and-work-schedules>.
- <https://sites.google.com/noaa.gov/ohcs/employee-resources/manager-resources/manager-resource-guide/hours-of-duty-and-work-schedules>.

XIII. DETERMINING THE OFFICIAL DUTY STATION

The official duty station is the location of the traditional worksite as long as the employee is scheduled to physically reports to the traditional work site at least **twice** each biweekly pay period on a regular and recurring basis. If management were to approve an arrangement through which this criterion is not met, the telework location becomes the official duty station (and the employee is considered a Remote Worker).

Note: If a teleworking employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the traditional worksite is located, the employee **does not** have to report twice each pay period to the official worksite to maintain the locality payment for that area. For example, an employee who is required to perform duties at two or more separate agency worksites within a given locality pay area may meet the twice per pay period reporting requirement by visiting any two agency worksites each pay period.

A. Temporary Telework Arrangements

1. There is no change in official duty station for employees on Detail or TDY.
2. In certain temporary situations, NOAA may continue to designate the location of the traditional worksite as the official duty station, even though the

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employee is not able to report to the traditional worksite at least twice each biweekly pay period on a regular/ recurring basis. The intent of this exception is to address temporary situations in which an employee is expected to return to their regular worksite when the temporary situation or agreed upon time period has concluded. Such situations may include, but are not limited to:

- a. Recovery from an injury or illness;
 - b. Emergencies, including severe weather and pandemic health crises;
 - c. Extended periods of approved absence mixed with telework;
 - d. TDY and Details.
3. Supervisors must approve these arrangements in writing, such as by email, and the approval must include:
- a. The location from which the employee will be teleworking (if different from their normal telework location);
 - b. When the temporary arrangement will begin;
 - c. The expected duration of the temporary arrangement;

XIV. PREMIUM PAY AND LEAVE

- A. **Pay.** An employee's locality rate of pay is based on the employee's official duty station, and is determined in accordance with [5 CFR 531.604](#). The line/staff office must determine and designate the official duty station for an employee covered by a telework agreement using the criteria above.
- B. **Premium Pay.** The same premium pay rules apply to employees when they telework as when they are working at the traditional worksite.
- C. **Leave and Work Scheduling Flexibilities.** Telework-ready employees are governed by the same procedures as non-telework-ready employees for requesting and obtaining leave approval. Telework arrangements should have no impact on alternative work schedules and vice versa.

XV. REPORTING REQUIREMENTS

The line/staff offices, via their Telework Coordinator, are required to respond to requests from the OHCS Telework Program Manager for a variety of reporting requirements/initiatives. Below is information that may be requested, although it is not all-inclusive.

1. The degree of participation by employees of each line/staff office teleworking during the period covered by the report;
2. The method for gathering telework data in each line/staff office;
3. The reasons for positive or negative variations in telework participation if the total number of employees' teleworking is 10 percent higher or lower than the previous year in the line/staff office;
4. The line/staff office goal for increasing telework participation to the extent practicable or necessary;

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5. An explanation of whether or not a line/staff office met its goals for the last reporting period and, if not, what actions are being taken to identify and eliminate barriers;
6. An assessment of the progress made in meeting line/staff office participation-rate goals and other goals related to telework, such as the impact of telework on emergency readiness, energy use, recruitment and retention, performance, productivity, and employee attitudes and opinions regarding telework; and
7. Best practices in the line/staff office.

XVI. INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS FOR TELEWORK-READY EMPLOYEES

Telework-ready employees must abide by the IT security requirements conveyed in the DOC [IT Security Program Policy \(ITSP\)](#), Commerce IT Requirements (CITRs), Frequently Asked Questions (FAQs) and IT Security Policy memos. A complete list of DOC IT security documentation can be accessed at:

http://home.commerce.gov/CIO/ITSITnew/IT_Security_Program_Documentation.html.

In addition to the requirements above, telework-ready employees must abide by the IT security requirements conveyed in the NOAA IT Security Policy (ITSP), NOAA's Computer Incident Response Team Requirements (N-CITR), and IT Security Policies. The Telework Agreement signed by the telework-ready employee and their supervisor may describe additional security requirements. A complete list of NOAA IT security documentation can be accessed at: <https://sites.google.com/noaa.gov/csd>.

Supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing IT security requirements and to ensure employees are held accountable to them.

XVII. PROTECTING THE SECURITY AND CONFIDENTIALITY OF RECORDS

All telework-ready employees must ensure that records subject to the Privacy Act of 1974, or which have sensitive Personally Identifiable Information (PII) or Business Identifiable Information (BII), are not disclosed to anyone except those who have been authorized access to such information to perform their duties. Bureaus/Operating Units (OUs) must ensure that appropriate physical, administrative, and technical safeguards are used to protect the security and confidentiality of such records.

A. Disclosure of Records from an Agency System of Records

1. Telework-ready employees are responsible for ensuring that their disclosure of a record (information) from any agency system of record complies with the Privacy Act of 1974.
2. The Privacy Act of 1974 defines a 'system of records' as a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. DOC system of record notices (SORNs) are posted at:

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<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=PAI&browsePath=2005&isCollapsed=false&leafLevelBrowse=false&ycord=0>.

3. The Privacy Act of 1974 prohibits the disclosure of a record (information) from an agency system of record that is not identified as a routine use in that system's SORN, does not comply with an exemption identified in the SORN, or does not comply with one of the 12 exceptions to the non-disclosure-(to third parties)-without-consent rule.
4. A Privacy Act incident occurs when an officer or employee of the agency, who by virtue of their employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by [5 U.S.C. § 552a](#) (or regulations established thereunder), and discloses the material in any manner to any person or agency not entitled to receive it. Knowing misuse or release of information protected by the Privacy Act of 1974 can subject an employee to fines and/or criminal sanctions.
5. Telework-ready employees must immediately report a suspected or confirmed Privacy Act incident to their bureau/OU privacy officer or the Computer Incident Response Team (CIRT) and immediate supervisor.

B. Proper Handling of PII and BII

1. Telework-ready employees are responsible for the safeguarding of PII and BII.
2. PII is information that can be used to distinguish or trace an individual's identity, such as name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information, which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. Sensitive PII, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.
3. Types of PII considered sensitive when associated with an individual are: social security number (including truncated form), place of birth, date of birth, mother's maiden name, biometric information, medical information (except brief references to absences from work), personal financial information, credit card or purchase card account numbers, passport numbers, potentially sensitive employment information (e.g., personnel ratings, disciplinary actions, and results of background investigations), criminal history, and any information that may stigmatize or adversely affect an individual. The DOC's IT Privacy Policy provides that breaches of sensitive PII are subject to notification/reporting requirements.

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4. When deciding whether PII is sensitive or non-sensitive, it is important to consider the type of information, obligations, or expectations regarding the protection of information, risk (probability and consequences) of loss or compromise of information, and context of information. Context is particularly important. The same types of information can be sensitive or non-sensitive depending upon the context. For example, a list of names and phone numbers for the Department softball roster is very different from a list of names and phone numbers for individuals being treated for an infectious disease. It is important to use good judgment when deciding whether PII is sensitive or non-sensitive. When in doubt, treat PII as sensitive.
5. The Department's policy states that if sensitive PII must be electronically transmitted, it must be protected by secure methodologies such as encryption, Public Key Infrastructure, or secure socket layers. Federal Information Processing Standards (FIPS) Publication 140-2, "*Security Requirements for Cryptographic Modules*" provides the standard to which encryption methodologies must conform. The transmission of sensitive PII, even if protected by secure means, must be kept to a minimum. Check with your bureau/OU's Office of the Chief Information Officer to determine methods or services they are using to support the electronic transmission of sensitive PII.
6. In addition to sensitive PII, telework-ready employees must ensure the safeguarding of BII. BII is information that is defined in the Freedom of Information Act as "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." "Commercial" is not confined to records that reveal "basic commercial operations" but includes any records (information) in which the submitter has a "commercial interest" and can include information submitted by a non-profit entity. Terms for BII that must be protected from disclosure include "confidential business information," "confidential commercial information," and "proprietary information."
7. Sensitive PII and BII can be stored on Government systems only, and saved, stored, or hosted only on DOC-authorized equipment (including contractor-owned equipment or a system that is approved to be used as a Government system). Computers that are personally-owned may not be used to save, store, or host sensitive PII and BII that is collected or maintained by the Department.
8. Sensitive PII and BII must be sent encrypted as an email attachment and encrypted on mobile computers, media (e.g., CDs, DVDs, USB drives), and devices (e.g., laptops, hard drives). When faxing sensitive PII and BII, an advisory statement about the contents must be included on the cover sheet, and the recipient must be notified immediately before and after transmission. Exception: According to the Commerce Acquisition Manual (CAM) 1313.301, cardholders shall not transmit credit card information over a facsimile machine. When mailing sensitive PII and BII, it must be physically secured when in

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transit. Do not mail or send by courier sensitive PII and BII on CDs, DVDs, hard drives, flash drives, USB drives, floppy disks, or other removable media unless the data is encrypted. Sensitive PII and BII must be sealed in an opaque envelop or container and mailed using First Class or Priority Mail, or a commercial delivery service (e.g., Federal Express or DHL). Appropriate methods must be used to destroy sensitive paper PII and BII (e.g., shredding, using a burn bag) and securely delete sensitive electronic PII and BII (e.g., empty the Windows recycle bin).

9. Telework-ready employees and supervisors are responsible for complying with all Bureau/OU guidelines on reporting PII and BII incidents. The Office of Management and Budget Memorandum M-07-16 defines a PII incident as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for other than authorized purpose(s), have access or potential access to PII, whether physical or electronic. Telework-ready employees must immediately report a suspected or confirmed PII and BII incident to their bureau/OU privacy officer or CIRT and immediate supervisor.

XVIII. PRIVACY ACT, SENSITIVE, AND HIGHLY SENSITIVE INFORMATION

A. Decisions on Proper Use and Handling of Sensitive Information

These decisions will be made by the approving official who permits the employee to work at home or another alternative worksite. A telework agreement will be signed by the employee and their approving official that contains the specific data types allowed to be accessed. Information is generally categorized into the following groups: Non-Sensitive Information; Sensitive Information; and Classified National Security Information.

B. Physical Security Standards

The physical security standard for PII and other Sensitive and Administratively Controlled Information must be addressed prior to allowing telework. Chapter 35 of the Office of Security's (OSY's) Security Manual provides minimum physical security standards for the office environment that are also applicable during telework. At a minimum, Controlled Unclassified Information (CUI), including PII, should be afforded protection to prevent unauthorized access of the information.

C. Controlled Unclassified Information (CUI) Registry

The National Archives and Records Administration's CUI Office developed the CUI Registry, which allows anyone to access the Safeguarding and Dissemination requirements for CUI that must be afforded to information like PII (privacy) and other unclassified information. The registry may not be all inclusive, as only those categories of unclassified information that have a law, regulation, or Government-wide policy governing dissemination and/or safeguarding are provided. Therefore, any Sensitive and Administratively Controlled Information in hard-copy form that does not

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fall within the parameters of the manual, or the registry, should be brought to the attention of the Information and Personnel Security Division of the OSY.

Teleworkers and supervisors should visit <http://www.archives.gov/cui/registry/category-list.html> prior to allowing hard copy PII and other administratively controlled information outside the workplace for telework purposes.

CUI, established by Executive Order 13556, is legally protected and covered under the Sensitive Information category.

D. Highly Sensitive Information

This information is subject to the most stringent security and access control rules, such as courier authorization, hand-to-hand transmission, or agency-specific rules not included in the DOC telework policy. Classified information that requires Secret or Top Secret security clearances for protecting national security information is included in this category. Classified information (Confidential, Secret, or Top Secret) may only be transmitted or removed from official worksites by classified networks or authorized official couriers. This type of information may not be used or accessed in any manner by teleworkers.

XIX. TELEWORK IT SECURITY POLICY

The Department's Chief Information Officer (CIO) is responsible for issuing and maintaining IT and eGov policies and minimum implementation standards, including remote access and safeguarding sensitive information. These policies and minimum implementation standards outline responsibilities of bureau/operating unit CIOs/ACIOs and teleworkers to enable an effective working environment for the teleworker and the protection of Department systems from undue risk. Operating unit CIOs/ACIOs, with the support of their IT security officers, are responsible for establishing teleworking IT security procedures specific to their operating unit and providing secure telecommuting resources and operational controls commensurate with the sensitivity of the data processed and with policies and minimum implementation standards provided by the Department's CIO. The Department's policy on remote access is accessible via intranet at:

https://connection.commerce.gov/sites/connection.commerce.gov/files/media/files/2014/citr-008_remote_access.pdf.

Managers/supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing security policies and procedures, including IT security. Telework-ready employees also agree that their responsibilities, described in Section 3.3.9 of the Department's "*IT Security Policy and Minimum Implementation Standards*," remain in effect while on telework status. Other pertinent bureau or operating unit policies on IT security may also exist; managers/supervisors are responsible for ensuring that telework-ready employees agree to follow all applicable policies.

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The workplace and workstation must be set up to accomplish secure information processing, including the proper storage of Sensitive Information in both electronic and paper form. The telework-ready employee, following bureau/operating unit policies, must minimize security vulnerabilities to the workstation and the Departmental network.

XX. TELEWORKING DURING EMERGENCY SITUATIONS/INCLEMENT WEATHER

- A. **Unscheduled Telework.** This type of telework option allows telework-ready employees to work from home or at an approved alternative location upon notification to their supervisor in accordance with the office policies.

- B. **Federal/Departmental Offices Are Closed.** Employees must telework consistent with law and their telework agreements when Federal/Departmental offices in their local commuting area are closed. Excused absences (utilizing Weather and Safety Leave or administrative leave) may be granted on a case-by-case basis for telework-ready employees in the above situations that may include but are not limited to: power outages, damaged/un-inhabitable alternative work sites, dependent care issues, or state/local laws. (See section VII, “Excused from Teleworking”, for more details.).

- C. **Early Dismissal/Delayed Arrival.** When an early dismissal/delayed arrival is announced or provided *as a result of an emergency situation or inclement weather*, those who are teleworking are not dismissed from duty for any part of the workday. However, managers/supervisors may grant Weather and Safety Leave on a case-by-case basis, if the employee is unable to begin or continue teleworking. Teleworking employees are permitted to take advantage of early dismissals granted by management or the President in relation to a holiday, recognition of a special circumstance, and similar occasions.

- D. **Emergency at the Alternative Worksite.** When an emergency affects only the alternative worksite for a major portion of the workday, the employee is expected to report to the traditional worksite, an approved alternative telework site, or request supervisory approval of applicable paid personal leave (i.e., annual, compensatory time, compensatory time off for travel, credit hours, etc.). Note: Consistent with OPM guidance, an employee required to travel between an alternate worksite and a traditional worksite as a result of a weather or safety issue must be granted Weather and Safety Leave for the duration of their commute between duty stations.

However, on a case-by-case basis, the manager/supervisor may excuse, without charge to paid personal leave or loss of pay, a telework employee from duty during an emergency if: (1) the emergency adversely affects the telework site; (2) the telework-ready employee is unable to access another alternative telework site; (3) the telework-ready employee is unable to access the traditional worksite within a reasonable period of time; and (4) the telework-ready employee’s duties are such that they cannot continue to work without contact with the traditional worksite. (See section VII, “Excused from Teleworking”, for more details.).

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XXI. TELEWORK AND THE CONTINUITY OF OPERATIONS PLAN (COOP)

If an employee occupies a position deemed essential or serves as an ERG member (these designations may vary based on the nature of the emergency) for inclement weather or natural or man-made emergencies, they may be required to report to work.

If an employee is an ERG member for COOP purposes, management, along with the employee and supervisor, should make advance and/or situational decisions as to whether the employee must physically report for duty or may work from home or an alternative worksite. For example, if the purpose of the employee reporting for duty at the traditional worksite is to provide policy guidance or to notify specific individuals of emergency requirements, this may be able to be accomplished from home, provided the employee has access to the resources necessary to perform the required services. However, in some cases, the only way to obtain the services of the employee may be through telework from an alternative worksite. For example, if inclement weather or other emergency situation results in a transportation shutdown, but phone lines remain working, the employee may be able to work from home rather than reporting to the traditional worksite or COOP site.

Employees designated as COOP Team Members may be required to telework during emergency closures or other emergencies, including pandemics and for COOP exercises, on any day, even if that day is not a regular telework day or a day with specific approval for situational/episodic telework. Telework-ready employees may also be required to perform duties outside of their usual or customary duties to ensure continuation of agency-essential mission or activities.

During any period that the Department is operating under COOP, that plan shall supersede any telework policy (Public Law 111-292 Section 6504(d)(2)).

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**XXII. APPENDIX A: NOAA TELEWORK APPLICATION/AGREEMENT AND
MODIFICATION FORM**

NOAA
Telework Application/Agreement and Modification Form

SECTION I – TO BE COMPLETED BY THE EMPLOYEE

Date of Request:

Organization:

Employee Name:

Official Title:

Pay Plan, Series, Grade/Band:

Supervisor's Name:

Supervisor's Official Title:

Supervisor's Telephone:

Desired Telework Start Date:

Type of Alternate Worksite: Home NOAA Facility Other (Explain below)

Address(es) of Alternate Worksite(s):

Telephone at Alternate Worksite: _____

Description of Location(s) within Home/Alternate Worksite (floor, room, etc.): (Examples: Desk in First Floor Home Office, Table and Couch in Basement Den):

Equipment Supplied By NOAA to Perform Work at Alternate Worksite:

Identification of specific data types NOT to be accessed at alternative worksite (if any):

Identification of records which can or cannot (specify) be transported to the alternate worksite:

Type of Telework (Select one or more).

Note: Employees completing this agreement ONLY for the purposes of COOP/Emergency operations will not be required to telework during normal office closures such as weather events when COOP/Emergency operations have not been initiated:

Routine Scheduled Situational For COOP/Emergency

For Routine Schedule Telework Only:

Work Schedule (including AWS day(s) off and rotating shifts, if applicable):

Week 1							Week 2						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Telework Days at Alternate Worksite:

Week 1							Week 2						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Telework Days Per Pay Period: _____

(Note: employees **must** be scheduled to report to the traditional worksite **at least twice** per pay period to use this application.)

NOAA Telework Eligibility and Readiness Assessment Tool

In considering whether and how much telework an employee should perform, the supervisor and employee should complete and discuss the ***NOAA Telework Eligibility and Readiness Assessment Tool***.

The Employee and Supervisor Have Discussed the Results of the ***NOAA Telework Eligibility and Readiness Assessment Tool***.

NOAA Telework Safety Checklist

In order to minimize threats to the safety of its employees and properly address liability and injury compensation issues, the telework application must clearly describe the specific location within the alternative worksite from which the employee will telework. Additionally, the NOAA Telework Safety Checklist must be completed and reviewed by the supervisor.

The ***NOAA Telework Safety Checklist*** has been completed and all action necessary to address safety concerns have been completed.

Additional Agreement Details:

Use this space to add additional requirements, metrics, or details that will become part of the agreement.

Employee Acknowledgements

I acknowledge that I will not be authorized to telework if my performance does not comply with the terms of my telework agreement. Failure to comply may also result in disciplinary action.

I understand that I must perform at the Fully Successful or higher (or equivalent) level in order to telework.

I certify that I have completed an approved interactive telework training program authorized by my bureau, the Telework Safety Checklist, and the Telework Eligibility and Readiness Assessment Tool, if applicable.

I understand that, unless this agreement is for COOP/Emergency purposes *only*, I am required to telework during office closures for weather and safety events unless granted Weather and Safety or Administrative leave by my supervisor, or electing to take unscheduled leave (if offered).

I understand that that I may be required to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference) on my scheduled telework day.

When unscheduled leave or telework is announced by the appropriate authorities, I understand that the election is mine but I must notify my supervisor. I am aware that, in rare situations, management may require me (a “non-emergency” employee) to report for an assignment that requires my presence, and management has discussed this with me in advance of the situation giving rise to unscheduled leave/telework.

I understand that I may not care for children, elders, or other dependents while I am in a *duty status* and teleworking. As described in the NOAA Telework Implementation Plan, 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.

I understand that I must abide by the IT Security requirements conveyed in the Commerce Information Technology Security Program Policy (ITSP), Commerce Information Technology Requirements (CITRs), Frequently Asked Questions (FAQs), and IT Security Policy memos.

Alternate Worksite Costs – The employee understands that the Government will not be responsible for any operating costs associated with the use of the employee’s home as an alternate worksite, for example, home maintenance, insurance, or utilities. The employee also understands 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.

Liability – The applicant understands that the Government will not be held liable for damages to their personal or real property while they are 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 – The applicant understands that they are covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the alternate worksite. The applicant agrees to notify his/her supervisor immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report as soon as possible.

Disclosure – The applicant agrees 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 sections **XVII - XX** of the DOC Telework Policy and Sections **XVII – XIX** of the NOAA Telework Implementation Plan (October 2021).

Employee’s Signature and Date: _____

SECTION II – TO BE COMPLETED BY THE APPROVING OFFICIAL

Approved: Disapproved: Reason Not Approved:

[] I certify that the employee is eligible and authorized to telework and that I have reviewed the employee’s Safety Checklist:

Termination Date of Agreement (Note: all agreements must be reviewed *at least annually*):
 Indefinite/Until Terminated or Modified

Supervisors’ Signature and Date (if Supervisor is not the Approving Official):

Approving Official’s Signature and Date:

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**XXIII. APPENDIX B: NOAA TELEWORK ELIGIBILITY AND READINESS
ASSESSMENT TOOL**

NOAA Telework Eligibility and Readiness Assessment Tool

Note: This assessment should focus on the attributes of the employee rather than the suitability of the functions of the position for telework. The amount of telework that is suitable for a position should be established using the telework suitability tool.

The decision to permit an employee to telework, and how much telework to approve, should be based on the ability of an employee to work in a setting away from their customers and coworkers, either in their home or at another Federal facility, without on-site supervision. The following tool is to be used by the supervisor as a basis for discussing whether and how much telework is appropriate for a particular employee. The employee and the supervisor may complete the assessment together or separately and should discuss any discrepancies.

Lower scores in any assessment area are not necessarily disqualifying for telework, but may influence the amount of telework the supervisor approves and/or may require significant discussion, planning, or the addition of specific items/metrics in the telework agreement to ensure success. The supervisor may wish to utilize short-term telework agreements which expire after a few months to gauge the employee's readiness for telework.

Statutory Eligibility:

If any of the below boxes are checked, the employee is *ineligible* for telework and their application must be denied.

- The employee has been officially disciplined for being Absent Without Leave (AWOL) for more than 5 days in any calendar year ***and the record of such discipline remains in the eOPF.***
- The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties [Public Law 111-292, 6502(a)(2)(A)(B)] ***and the record of such discipline remains in the eOPF.***
- The employee's ***current*** performance is below the Fully Successful (or equivalent) level.

Notes:

1. Disciplinary actions that are not reflected in the eOPF are not considered "official."
 2. Disciplinary records such as Letters of Reprimand, which are removed from the eOPF after a period of time, are only disqualifying while they are present in the eOPF.
 3. An employee's performance may change throughout the year. If an employee's performance has previously been less than Fully Successful, but they have since improved, they are no longer ineligible.
-

Telework Readiness Assessment

Please rate yourself or your employee, using the following scale:

5 – Always 4 – Usually 3 – Sometimes 2 – Rarely 1 – Never

- 5 1. Employee successfully performs tasks without regular monitoring/supervision.
- 5 2. Employee is comfortable working autonomously/independently.
- 5 3. Employee independently identifies required work products.
- 5 4. Employee successfully establishes priorities and plans/organizes their work accordingly.
- 5 5. Employee demonstrates a high level of productivity, efficiency, and effectiveness.
- 5 6. Employee keeps management informed of their work progress.
- 5 7. Employee meets deadlines.
- 5 8. Employee communicates hindrances to successful completion of a task or project in sufficient time to allow for alterations that improve the opportunity for success.
- 5 9. Employee communicates clearly and effectively, particularly in email or over the phone.
- 5 10. Employee is responsive to emails, calls, instant messages, and meeting requests.
- 5 11. Employee demonstrates capability to use technology to achieve work goals and collaborate.
- 5 12. Employee understands their role and their supervisor's expectations.
- 5 13. Employee demonstrates knowledge of the organization's procedures and policies.
- 5 14. Employee complies with organization's time and attendance policies.
- 5 15. Employee complies with Department's information technology security protocols.

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XXIV. APPENDIX C: NOAA ALTERNATIVE WORKSITE SAFETY CHECKLIST

APPENDIX C: NOAA TELEWORK SAFETY CHECKLIST

This checklist is to be completed only if the proposed alternate worksite is in a private residence. This checklist is designed to assess the overall safety of the designated work area of the alternate worksite. Each applicant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the applicant and submitted to the immediate supervisor.

Applicant Name: _____ Date: _____ Telephone: _____

Address, Telephone, and Location of Alternate Worksite: _____

Describe the Designated Work Area:

1. Are stairs with four or more steps equipped with handrails? Yes No N/A
2. Are aisles, doorways, and corners free of obstruction? Yes No N/A
3. Are file/storage cabinets arranged so that open doors/drawers do not create obstacles?
 Yes No N/A
4. Is the office space neat, clean, and free of combustibles? Yes No N/A
5. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard? Yes No N/A
6. Are circuit breakers/hoses in the electrical panel properly labeled? Yes No N/A
7. Is electrical equipment free of recognized hazards that could cause physical harm (e.g., frayed, loose, and/or exposed wires, bare conductors, etc.)? Yes No N/A
8. Does the building electrical system permit grounding of equipment (i.e., have three-prong receptacles)? Yes No N/A
9. Is there a smoke alarm and clear access to a fire extinguisher? Yes No N/A

By signing this document, the applicant certifies that all of the above applicable questions were answered in the affirmative, or, if answered in the negative, that the applicant will take all necessary corrective actions to eliminate any hazard prior to beginning telework.

Applicant's Signature and Date: _____

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XXV. APPENDIX D: (OPTIONAL) TELEWORK TERMINATION FORM

APPENDIX D: NOAA OPTIONAL TELEWORK TERMINATION FORM

The telework option is a privilege and not an employee right. As such, it falls under the supervisor’s discretion to determine how work should be accomplished with the organization. Termination of the telework agreement can be either voluntary or involuntary.

This is notification that the telework agreement, which was signed on _____ is no longer in effect and is hereby terminated.

Termination is based on (check one):

- Voluntary Withdrawal
- Involuntary Withdrawal

If telework is involuntarily terminated, the decision is based on:

- Requirements of the current work assignment
- Reassignment or change in duties
- Failure to maintain employee eligibility standards
- Breach in Information Technology Security policies and/or procedures
- Other (please specify):

Receipt Acknowledged

Employee’s Signature and Date: _____

Supervisor’s Signature and Date: _____

Approving Officials Signature and Date (If Approving Official is not the Supervisor):

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF GENERAL COUNSEL &
NOAA ATTORNEYS GUILD**

**Telework Memorandum of Understanding
March 7, 2022**

I. INTRODUCTION

This Memorandum of Understanding (MOU) between the NOAA Office of General Counsel (OGC) and NOAA Attorneys Guild (Union) implements a NOAA Office of General Counsel telework plan, consistent with OPM guidance issued in November 2021 and the NOAA Telework Implementation Plan issued in October 2021. This agreement is applicable to telework, a form of alternative work arrangement in which an attorney is expected to report to the traditional worksite on a regular and recurring basis, which is currently defined as at least twice each biweekly pay period.¹

The NOAA Office of General Counsel promotes the maximum use of telework consistent with the needs of the office. Telework can provide the following benefits while positively impacting NOAA General Counsel's mission: increased attorney performance, efficiency, morale, and job satisfaction; help in attracting and retaining a diverse group of skilled workers from a wider geographic area; support for increasing federal employment of individuals with disabilities, veterans, and affirmatively advancing equity, civil rights, racial justice, and equal opportunity; lower absentee rates and attrition; reduced greenhouse emissions; and improved standards of living by allowing attorneys to: (1) be more productive without the interruptions of an office setting; (2) gain increased flexibility in managing their time and schedule; (3) reduce the cost of daily commuting; (4) stay productive in times of poor weather, mass transit delays, and natural disasters; and (5) enjoy a more rewarding and balanced work-, family-, and personal-life. NOAA's Office of General Counsel also recognizes the value of in-person, in-office work as a means of (1) enhancing professional relationships among colleagues and clients; (2) promoting mentoring and professional development; (3) accomplishing certain in-office work tasks; (4) decreasing the risk of distractions at home and work-life imbalance; and (5) preventing feelings of isolation or disconnection from the workplace, to increase an attorney's job satisfaction and positively impact NOAA General Counsel's mission.

¹ Consistent with November 2021 OPM guidance, the requirement to physically report to the traditional worksite on a regular or recurring basis may be suspended on a temporary basis at the Deputy General Counsel's discretion, including the discretion to determine the duration of the temporary suspension.

II. SCOPE

The provisions of this document apply to NOAA GC attorneys participating in the NOAA GC telework program.

III. REFERENCES

- Telework Enhancement Act of 2010, Public Law 111-292, December 9, 2010
- U.S. Office of Personnel Management (OPM) Guide to Telework in the Federal Government (November, 2021)
- OPM, Governmentwide Dismissal and Closure Procedures (November, 2018)
- NOAA Telework Implementation Plan, October 2021
- M-21-25, Memorandum for the Heads of Executive Depts. and Agencies (June 10, 2021)
- OPM Additional Guidance on Post-Reentry Personnel Policies and Work Environment (July 23, 2021)

IV. EMPLOYEE ELIGIBILITY

- A. In general, any attorney may telework from an approved alternative work site² (including a part-time attorney) if he or she 1) performs work suitable for telework, 2) is satisfactorily fulfilling work responsibilities, as determined by his/her/their supervisor, and 3) has an approved telework agreement.
- B. Attorney positions in NOAA GC are generally suitable for telework. If a new attorney position is created that is not suitable for telework, Management will provide the Union with a written explanation before recruiting for that position.
- C. No attorney is eligible for telework who has been officially disciplined for being absent without permission for more than five days in any calendar year or officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties. (5 U.S.C. 6502(a)(2)(A)(B)).

² An attorney's residence, or a location other than the traditional agency worksite, which for telework purposes is considered an official government worksite.

V. SCHEDULING FLEXIBILITY AND MAXIMUM AMOUNT OF TELEWORK

- A. Telework agreements can be individualized. The number of days of telework authorized per pay period for each attorney may vary consistent with the needs of the particular office and duties of the attorney up to, but not exceeding, eight days of telework during a pay period using Routine/Regular and Ad Hoc/Episodic telework. The number of days an attorney may telework during a pay period is left to the discretion of the attorney's supervisor subject to the considerations outlined in Paragraph B.
- B. Approval of the number of telework days per pay period should take into consideration the following factors:
1. Accessibility (i.e., ease of contacting and communicating, availability for local office purposes such as mentoring, ability to resolve acute issues in a timely manner, and required in-person all-hands meetings, staff meetings, meetings that must occur in a secure room (e.g., a Sensitive Compartmented Information Facility), etc.);
 2. Client need for in-person meetings;
 3. Litigation/casework associated needs;
 4. Mission-related priorities;
 5. Time in service with NOAA and/or another federal agency;
 6. Employee's history of successful telework³;
 7. OGC's history of successful telework with this position or its functions;
 8. Challenges specific to telework⁴, and
 9. Reasonable consistency across OGC (i.e., similarly situated attorneys treated similarly).
- C. An attorney who teleworks more than five days per pay period (i.e., more than 50% of the time) may be subject to office sharing, hoteling, or other alternative office arrangement, such as placement in a smaller office or an office without a window. These alternative office arrangements may remain in effect even if the attorney later returns to less than 50% telework.

³ For employees who have worked less than three years in a full-time professional legal position (such as new attorneys starting at NOAA immediately after law school or following a clerkship or fellowship), or employees who have not previously held a position that permitted telework, managers should give careful consideration to the appropriate balance of in-office work and telework, ensuring a sufficient period (typically a year) for the employee to demonstrate successful telework performance and ability prior to permitting telework in excess of 50% of the employee's time.

⁴ Telework challenges are addressed in Section I, *supra*.

VI. TELEWORK OPTIONS AND CONDITIONS

Telework is a flexible arrangement entered into on a voluntary basis. Employees who desire the option of telework may choose one or any combination of the following available types of telework as approved by their supervisor and included in a telework agreement that allows work at an alternative site to the traditional worksite,⁵ under the conditions identified in this Section:

- A. Routine/Regular Telework occurs as part of a preapproved ongoing, regular schedule while reporting to the traditional worksite on a regular and recurring basis. Once the schedule is established, the attorney may not change the assigned telework day(s) without approval.⁶
- B. Ad Hoc/Episodic Telework occurs on an irregular basis, chosen by the attorney, to address a specific need of the attorney.
- C. Unscheduled Telework occurs under an announcement by the Office of Personnel Management (OPM) or other appropriate authority. When OPM makes an announcement of "Unscheduled Telework" and it is not the attorney's scheduled telework day, the attorney may choose to perform unscheduled telework or take unscheduled leave. The attorney's decision is not subject to approval by his/her/their supervisor. However, the attorney must notify his/her/their supervisor at the start of the workday via email.
- D. Conditions of Routine/Regular and Ad Hoc/Episodic Telework
 - 1. An attorney may combine teleworking with an alternative work schedule.
 - 2. An attorney is required to report to the agency worksite at least two times per pay period at their own expense.⁷ An agency worksite reporting day is intended to be a traditional, eight-hour working day, though flexibility is permissible. An attorney's supervisor may upon request approve less than eight hours of in-office work during an agency worksite reporting day, but any request for less than four

⁵ The traditional worksite is the location an attorney is assigned to work absent a telework agreement.

⁶ The manner and timing of approval may vary at the discretion of Management and based on the specific needs of the Section.

⁷ This is not intended to affect reimbursements or subsidies from any federal or state transit or commuting subsidy or grant program.

hours of in-office work on an agency worksite reporting day requires approval of the Deputy General Counsel. Repeated requests for reduced in-office hours on agency worksite reporting days are discouraged, and more than five such requests in a six-month period will require the approval of the Deputy General Counsel. If the agency worksite is closed due to severe weather or otherwise on an attorney's scheduled agency worksite reporting day, ad hoc telework is permissible on that day, and the agency worksite reporting day does not need to be rescheduled.

3. The supervisor is responsible for assigning work in a manner that ensures the attorney has sufficient work. If an attorney does not have sufficient work for scheduled telework or time in the office, he/she/they shall consult with his/her/their supervisor to receive additional assignments.
4. In rare circumstances, management may find it necessary to require a nonemergency, telework-ready attorney to report to the traditional worksite for an assignment that requires an attorney's presence (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference, to attend a meeting, or to work with materials that are too extensive to transport to the alternative work site). This should not be a last-minute surprise, but a special work circumstance that both the supervisor and attorney know about, discuss, and plan in advance as the instance requires.
5. When an attorney must be on official travel or a holiday falls on a regularly scheduled telework day, the attorney may request approval from his/her/their supervisor to reschedule the telework day during that pay period subject to the needs of the office. Generally, the interests of the office should be accommodated over the interests of working off-site on a regularly scheduled reporting day if a conflict arises, unless the attorney's supervisor agrees there are extenuating circumstances.
6. The attorney will be required to telework, adjust their schedule within their alternative work schedule arrangement, or take unscheduled leave when his/her/their office is closed (e.g. OPM Federal office closures and/or other authorized office closure) for reasons other than Federal law (i.e., Federal Holiday) or Executive Order, unless otherwise excused by his/her/their supervisor for good cause.

- a. Good cause for excusing an attorney from telework includes: (1) a lack of sufficient notice⁸ prior to the closure to allow the attorney to have the materials available at their alternative worksite to successfully telework; (2) factors outside of the attorney's control that impede successful telework; and (3) other similar circumstances.
 - b. Liberal leave and/or alteration of the attorney's work schedule shall be honored to the maximum extent possible to provide flexibility to an attorney due to an unplanned closure.
7. Employees may not use telework to care for dependents while on duty, though dependents may be present at the alternative worksite while an attorney is on duty, and a flexible work-schedule may be used to facilitate addressing dependent care needs while not on duty.
8. There is no restriction on the location of an attorney's approved alternative worksite except that any alternative worksite location must comply with all security clearance and Department of Commerce and NOAA Telework Policy approval requirements.
- E. Temporary exceptions to the requirement to report to the traditional worksite on a regular and recurring basis may be granted at management's sole discretion. Such exceptions, if they exceed two pay periods, must be approved by the Deputy General Counsel. Exceptions may be granted to address situations where the attorney is temporarily unable to report to the traditional worksite for reasons beyond the attorney's control (*e.g.*, to accommodate an acute personal health or familial circumstance), a period during which the attorney is in temporary travel status away from the official worksite, or similar circumstance. A key consideration is the need to preserve equity between attorneys who are similarly situated.

VII. TELEWORK AGREEMENT

To participate in telework, an attorney must complete the "Telework Application/Agreement and Modification of Telework Agreement" (Appendix A), and if applicable, the Telework/Remote Telework Assessment Tool (Appendix B), and the "Telework Safety Checklist" (Appendix C). The attorney must submit the form or forms to his/her/their supervisor along with the certificate

⁸ For the purposes of this agreement, absent extraordinary circumstances, one-day notice (i.e., notice prior to close of business the day before the closure) of an office closure or a weather event that may cause an office closure is sufficient notice to allow an attorney to prepare for telework. Telework days due to office closures do not limit an attorney's ability to telework in their normal course of work.

showing successful completion of Telework 101 for Employees via the Commerce Learning Center (CLC).

The attorney and his/her/their supervisor shall discuss the expectations in the proposed telework agreement, including the performance levels required of the attorney. The attorney's immediate supervisor is the approving official for Telework Agreements entered under this agreement (any departures from this agreement require approval of a Deputy General Counsel and Union Chair).

VIII. INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS FOR TELEWORK READY EMPLOYEES

Telework-ready employees must abide by the IT security requirements conveyed in the DOC IT Security Program Policy (ITSP), Commerce IT Requirements (CITRs), Frequently Asked Questions (FAQs) and IT Security Policy memos.

In addition to the requirements above, telework-ready employees must abide by the IT security requirements conveyed in the NOAA IT Security Policy (ITSP), NOAA's Computer Incident Response Team Requirements (N-CITR), and IT Security Policies. The Telework Agreement signed by the telework-ready employee and their supervisor may describe additional security requirements.

Supervisors are responsible for ensuring that telework-ready employees agree to comply with all existing IT security requirements and to ensure employees are held accountable to them.

IX. MODIFICATION AND TERMINATION OF TELEWORK AGREEMENT

If management is proposing to modify or terminate an attorney's existing telework agreement (i.e. assumes duties not suitable for telework, or the arrangement is not working to the satisfaction of the supervisor, or the attorney otherwise is alleged to have violated telework eligibility requirements), the supervisor shall provide the attorney with an advance notice of thirty (30) calendar days prior to the effective date of the change (except for violations of Paragraph IV(C) eligibility requirements), with a written explanation to the attorney. An attorney may terminate this agreement at any time by submitting a completed Appendix D.

X. APPEAL AND GRIEVANCE PROCEDURES

Bargaining unit attorneys may use the procedures in the Collective Bargaining Agreement, Article 9, to grieve workplace matters related to telework eligibility, telework status, and/or telework schedule and agreement. Before filing a grievance using CBA Article 9, attorneys may

seek reconsideration by his/her/their supervisor, and, if the matter is still unresolved, may appeal the matter to the relevant Deputy General Counsel. Any reconsideration or appeal to a Deputy General Counsel will extend the date by which a grievance must be filed.


XI. IMPLEMENTATION

- A. All attorneys participating in telework will complete the forms provided in Appendix A (mandatory) and Appendices B and C (as applicable) as soon as practicable after the effective date of this agreement before beginning to telework under this agreement. Introductory training sessions for all attorneys who request it will be made available within 90 days of the effective date of this agreement.

- B. To promote transparency and support informed conversations related to telework between the Union and Management, Management will provide the Union Chair or Vice-Chair a copy of the telework data provided to NOAA or the Department of Commerce through regular reporting consistent with DOC or NOAA policy. Upon request, Management will provide to the Union Chair or Vice-Chair copies of telework agreements that are not provided to the Union by bargaining unit members.

This agreement is effective until a superseding MOU is mutually agreed to.

SIGNATURE LINES



Mitch MacDonald, Chair
NWSEO's NOAA Attorneys Guild

3/8/22
Date

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Date: 2022.03.07 11:18:15 -05'00'

Kristen L. Gustafson, Deputy General Counsel
NOAA Office of General Counsel

Date

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Date: 2022.03.07 15:12:39 -05'00'

Jeffrey S. Dillen, Deputy General Counsel
NOAA Office of General Counsel

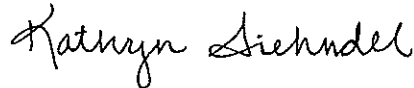
Date

DECISION ON AGENCY-HEAD REVIEW

Agency-head review under 5 USC 7114 (c) has been completed on the Memorandum of Understanding implementing Patent Trial and Appeal Board (PTAB/Agency) Telework Program 2.0 (NTEU-243) April 2022, which was executed by NTEU 243 and the Agency on April 11, 2022. Under the authority delegated to me by the General Counsel, on July 19, 2018:

I approve this Agreement as in accordance with the Federal Service Labor-Management Relations Statute, 5 USC 7101, et seq., and other applicable laws, rules and regulations.

I disapprove this Agreement as inconsistent with the Federal Service Labor-Management Relations Statute, 5 USC 7101, et seq., and/or other applicable laws, rules and regulations.



Kathryn Siehndel
Acting Deputy General Counsel for General Law
United States Patent and Trademark Office

Date: 4/15/22

Cc: Tabitha G. Macko
Sonya Penn

Memorandum of Understanding

The parties to this Memorandum of Understanding (MOU), National Treasury Employees Union, Chapter 243 (NTEU 243) and the United States Patent and Trademark Office (USPTO or Agency), agree to this MOU covering the terms and implementation of a telework program for Patents Trial and Appeal Board (PTAB) NTEU 243 bargaining unit employees. The parties have worked collaboratively to develop the terms of the program, which are attached to this MOU as Appendix A (the Program) along with a list of position eligibility as Appendix B. This MOU covers NTEU 243 bargaining unit members working in PTAB. This agreement supersedes any other PTAB telework agreement covering PTAB NTEU 243 employees. In addition, the parties agree as follows:

- 1. Meeting of Bargaining Obligations:** acknowledges that the Agency has met its notice and bargaining obligations regarding the implementation of the Program.
- 2. Implementation of Program:** The Program will begin implementation during the notice period provided to employees regarding the reopening of the Alexandria Headquarters of the USPTO. Employees who have completed all of the actions necessary to participate in the program during that period will begin their new telework arrangement once the Office is no longer on maximum telework.
- 3. Reviewing Positions for Eligibility:** No later than May of each year, PTAB will notify NTEU 243 of all bargaining unit positions it has identified as eligible for telework, the number of days per week each position is eligible to telework, and whether a position eligible to telework five days per week is also eligible for TEAP. PTAB will meet with NTEU 243 to discuss these determinations, including any positions PTAB has identified as ineligible for telework and the reason(s) therefore. PTAB will publish individual Position Eligibility lists after discussing eligibility determinations with the Union.

4. Future Discussions and Cooperation:

- a. The parties agree that they will meet periodically at the request of either party to discuss proposed changes to the Program. The Party wishing to propose a change in the Program will contact the other party to set up a meeting to discuss the topic. The parties will agree to further meetings as long as resolution of any issue(s) remain a possibility through informal and collaborative efforts.
- b. Changes agreed upon by the parties will be implemented as soon as practicable and reasonable notice will be given to the participants.
- c. If agreement is not reached informally pursuant to the provisions above, any party may reopen this agreement after one year from implementation, by giving notice to the other party of their request to renegotiate.

For the USPTO

For the Union

Users, Tyler, Troy
Digitally signed by Users, Tyler, Troy
Date: 2022.04.11 09:01:11 -04'00'

Troy D. Tyler Date
Board Executive
PTAB

Denise Liles 4-11-2022

Denise Liles Date
Acting President, NTEU 243

**Patent Trial and Appeal
Board (PTAB)**

NTEU-243

Telework Program 2.0

April 2022

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All page numbers refer to the page number in the footer, which is different than the page number of the electronic document.

PTAB TELEWORK PROGRAM 2.0 (NTEU-243)

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I. Provisions Applicable to all Telework Participants

A. Introduction

1. **Program Overview.** The PTAB Telework Program (Program) allows eligible employees to perform assigned duties at an approved telework location, including their home. The Program is designed to deliver on the missions of the PTAB, and its customers while providing employees with workplace flexibility. The Program includes three telework options: situational, routine, and remote. Participation in the Program is voluntary and does not change the conditions of employment except as specified in these provisions.

Section I of this document is applicable to all Program participants (participants). Section II outlines additional provisions applicable to participants who elect situational telework. Section III outlines additional provisions applicable to participants who elect routine telework for one to five days per week, including participants who encumber positions eligible for remote telework and voluntarily elect routine telework. Section IV outlines additional provisions applicable to participants who elect remote telework. Section V outlines provisions for a temporary medical exception to leverage telework options for which their position is otherwise not eligible.

2. **Definitions.** The following definitions are used for the purposes of the Program:
 - a. *USPTO office* is defined as the USPTO headquarters in Alexandria, VA, unless otherwise designated as another location.
 - b. *Official duty station* is the city/town and state in which an employee's official worksite is located. For purposes of this program, the official duty station will always be in the United States (currently defined as the 50 United States, the District of Columbia, and Puerto Rico). An employee's official duty station is the location that is documented on the most recent SF-50, *Notification of Personnel Action*.
 - c. *Official worksite* is the location where an employee regularly performs their assigned duties. This may be a USPTO office or a primary alternate worksite¹.
 - d. *Alternate worksite* is an approved telework location. Approval must be received in advance of teleworking from an alternate worksite. A teleworking employee may have both a *primary alternate worksite* (i.e., the principal telework location, likely an

¹ If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the USPTO office remains the official worksite, regardless of whether that is the location where the employee performs most of their work.

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employee's home) and one or more *secondary alternate worksites* (e.g., a relative's home, or a vacation or second property). See [Section I.D.](#) for alternate worksite requirements.

- e. *Situational telework* is defined as performing assigned duties at an approved alternate worksite occasionally and on a case-by-case basis (i.e., the employee does not telework on an ongoing and regular telework schedule). Supervisory approval is required each time the employee teleworks. Situational telework may also be referred to as episodic, intermittent, or ad-hoc. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section II](#) for situational telework provisions.
- f. *Routine telework* is defined as performing assigned duties at an approved alternate worksite on an approved ongoing and regular telework schedule. The participant routinely teleworks for one to five days per week and performs assigned duties at the USPTO office for four days to one (1) day² per week. The participant works at both the alternate worksite and at the USPTO office during each bi-week. The number of days eligible for telework are determined assuming a five-day workweek. This does not preclude an employee from using work schedule flexibilities to work less than the number of days eligible for telework at the approved alternate worksite, so long as the participant is working at the USPTO office in accordance with the expected number of days defined in the position eligibility. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section III](#) for routine telework provisions.
- g. *Remote telework* is defined as performing assigned duties at an approved alternate worksite for five days per week (e.g. all hours in a bi-week) without a requirement to routinely report to the USPTO office. A remote telework participant decides, for their convenience, to change their official duty station (and therefore official worksite) from the USPTO office to the city/town and state of their primary alternate worksite (e.g., the participant's home) thereby eliminating the need to report to the office on a bi-weekly basis.³ See [Section IV](#) for remote telework provisions.
- h. *Telework Enhancement Act Program (TEAP)* is a remote telework option that allows participants who live greater than 50 miles from the USPTO office to decide, for their convenience, to change their official duty station from the USPTO office to the

² If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the reporting requirement is met by working in the USPTO office for a minimum of 15 minutes per week.

³ If an employee teleworks five days per week and maintains the USPTO office as their official duty station, they are participating in routine telework and must report to the USPTO office at least two times per bi-week. [See [Section III.C.1](#)]

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city/town and state of their approved telework location (e.g., the participant's home). The participant must travel to the USPTO office for a minimal number of mandatory trips when directed by the USPTO. When enrolled in TEAP, the participant waives their right to travel expenses for the minimal number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). See Section IV.C. for additional details.

B. Eligibility

1. **Activities Not Suitable for Telework.** Positions generally eligible for telework are those positions with a sufficient volume of tasks that are suitable to be performed at an alternate worksite. Examples of the type of work that cannot be performed at an alternate worksite and will therefore limit the number of days a position is eligible for telework are:
 - a. Activities that require physical face-to-face personal contacts;
 - b. Activities that are restricted to a certain location;
 - c. Intake or distribution of postal mail or otherwise working with paper-based documentation not maintained in electronic format that are not portable and must not be duplicated;
 - d. Hands-on contact with machinery, equipment, vehicles, or files; or
 - e. Direct handling of classified or other secure materials that are not appropriate to access remotely.
2. **Position Eligibility.** The number of days a position is eligible to telework will be determined by evaluating the daily volume of tasks that are suitable to be performed at an alternate worksite and the daily volume of tasks that must be performed at the USPTO office. There are nine possible outcomes for each position's eligibility determination, based on a five-day workweek:
 - a. Not eligible for telework: the position's duties can only effectively be performed at the USPTO office.
 - b. Situational Telework: the position's duties are typically only able to be effectively performed at the USPTO office, but occasionally the employee's duties and the USPTO's needs are capable of being modified on a case-by-case basis to support non-routine performances of duties at an approved alternate worksite.
 - c. Routine Telework:

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- i. *1 day per week*: the position's duties, and the USPTO's needs, are suitable for allowing 1 day per week of routine telework. Employees in the position are expected to work at the USPTO office at least 4 days per week.
 - ii. *2 days per week*: the position's duties, and USPTO's needs, are suitable for allowing 2 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 3 days per week.
 - iii. *3 days per week*: the position's duties, and the USPTO's needs, are suitable for allowing 3 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 2 days per week.
 - iv. *4 days per week*: the position's duties, and USPTO's needs, are suitable for allowing 4 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 1 day per week.
 - v. *5 days per week*: the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of routine telework. If an employee chooses this telework option they maintain the USPTO office as their official duty station and they must report to the USPTO office at least two times per bi-week for 15 minutes for each occurrence to meet the recurring reporting requirement. This option is sometimes referred to as hoteling. [See [Section III.C.](#)]
- d. Remote Telework:
- i. *50-Mile Program (5 days per week)*: the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of remote telework⁴. If an employee who lives within 50-miles of the USPTO office chooses this option, their approved alternate worksite becomes their official duty station and they are not required to report to the USPTO office on a regular basis. [See [Section IV.B.](#)]
 - ii. *TEAP (5 days per week)*: the position's duties, and USPTO's needs, are suitable for allowing 5 days per week of remote telework at an alternate worksite greater than 50 miles from the USPTO office. Assigned duties can be performed at the alternate worksite in all but a few instances per year with sufficient notice given to the participant to return to the USPTO office. [See [Section IV.C.](#)]

⁴ If an employee teleworks five days per week and maintains the USPTO office as their official duty station, they are not participating in 50mi or TEAP and are participating in routine telework and must report to the USPTO office at least two times per bi-week to meet the recurring reporting requirement. [See [Section III.C.1.](#)]

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3. **Review Positions for Eligibility.** Annually, the PTAB will review positions to determine the number of days each position is eligible for telework. In addition, each position eligible to telework five days per week will be evaluated for TEAP eligibility. A position eligible for TEAP is one that the position's duties, and USPTO's needs, are not expected to require the participant to report to the office for extended or multiple periods of time (e.g., no more than three times per year). Once a position is deemed eligible for TEAP, the TEAP eligibility will not be removed if a participant occupying the position is enrolled in TEAP.
4. **Individual Eligibility.** Employees in a position deemed telework eligible are eligible to telework after they satisfy the minimum requirements outlined in the provisions of the Program [See requirements at 1.C.2.] and they meet the statutory eligibility requirements [See Section 1.B.5.]. The number of days a position is deemed eligible for telework will decree the maximum number of days an employee is eligible to telework.
5. **Statutory Eligibility⁵.** An employee is not eligible to participate in the Program if they: 1) have been officially disciplined for being absent without permission (i.e., absent without leave (AWOL)) for more than five days in any calendar year, or 2) have been officially disciplined for violations of subpart G of the Standard of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
6. **Position Changes.** Employees joining the PTAB from another USPTO position will be required to apply for participation in the Program, subject to their new position's eligibility determination. Employees moving from one position to another within either PTAB are not required to reapply to the Program, but may be required to adjust their selected telework option and/or telework days based on their new position's eligibility and/or the PTAB's needs, as the case may be. The employee must discuss their schedule, the assigned duties to be performed at the alternate worksite, duty station and reporting requirements, and agreed-upon methods for communication and collaboration with their new position's supervisor.

C. Application

1. **Request.** An employee may participate in the Program to the maximum extent permitted by their position eligibility, or participate less than the maximum permissible, if applicable. (E.g., an employee in a position eligible for four days of telework per week may elect to

⁵ Telework Enhancement Act of 2010, as amended, 5 U.S.C § 6502(a)(2).

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participate on a four day per week basis, a fewer number of days per week, or not to telework at all.)

As described in I.C.2., below, employees wishing to participate in the Program will submit a request through the USPTO's Enterprise Telework Information System (ETIS), specifying the program option and number of days per week they wish to telework, as follows:

- a. *Situational.* As described in Section II, participants in this telework option generally report to the USPTO office five days per week, but are authorized to occasionally telework, up to the maximum number of days per week for which their position is eligible, as the employees' duties and/or circumstances make desirable.
- b. *Routine: one day per week.* As described in Section III.B., participants in this option report to the USPTO office four days per week. When at the USPTO office, a one day per week participant will maintain their status quo office.
- c. *Routine: two days per week.* As described in Section III.B., participants in this option report to the USPTO office three days per week. When at the USPTO office, a two day per week participant will maintain their status quo office.
- d. *Routine: three days per week.* As described in Section III.B., participants in this option report to the USPTO office two days per week. When at the USPTO office, a three day per week participant will share an office with another employee.
- e. *Routine: four days per week.* As described in Section III.B., participants in this option report to the USPTO office one day per week. When at the USPTO office, a four day per week participant will share an office with another employee.
- f. *Five days per week.* If electing to telework five days per week, a participant is presented with three five day per week program options. One option is routine telework and the other two are remote telework, as follows:
 - i. *Routine: Hoteling.* As described in Section III.C., participants in this option report to the USPTO office at least two times per bi-week for a minimum of 15 minutes at each occurrence on a schedule of their choosing. Participants will relinquish their USPTO designated office and, when at the USPTO office to meet the minimum reporting requirement, a five day per week routine telework participant will use temporary or "hoteling" office space.
 - ii. *Remote: 50-Mile.* As described in Section IV.B., participants in this option elect to designate their approved alternate worksite within 50 miles of the USPTO office as

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their official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a remote telework participant will use temporary or "hoteling" office space.

iii. *Remote: TEAP.* As described in Section IV.C., participants in this option elect to designate their approved alternate worksite greater than 50 miles from the USPTO office as the participant's official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office. The participant is responsible for paying for one of no more than a few mandatory trips to the office per fiscal year. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a remote telework participant will use temporary or "hoteling" office space.

2. Requirements. All employees who wish to participate in the Program must meet or complete the following requirements. Additional information about each item is located at the referenced section of this document.

- a. Be in an eligible position. [See Section I.B.]
- b. Read the Program Guidelines (this document).
- c. Hold a conversation with your immediate supervisor to discuss:
 - i. The desired telework program option and schedule based on position eligibility. [See Sections I.B., I.C.1., I.G., and III.B.1.]
 - ii. The assigned duties to be performed at the alternate worksite(s), [See Sections I.B., III.A., and III.B.]
 - iii. PTAB work schedule operating parameters, including agreed-upon methods for communication and collaboration. [See Sections I.E.3., I.F., and I.G.1.]
 - iv. Worksites, including the primary alternate worksite, the official worksite, and whether there will be more than one alternate worksite. [See Section I.D.]
 - v. If teleworking three or four days per week, which requires a participant to share an office, discuss office move and sharing logistics to execute the move. [See Section III.B.3.]

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- vi. If teleworking five days per week, which requires a participant to relinquish their office, discuss the process for moving out of their office and reserving a hoteling room. [See Sections [III.C.2.](#) and [IV.A.3.](#)]
 - d. Review the alternate worksite(s) safety and security guidelines located on the [USPTO Telework Resources](#) website. [See Sections [I.D.5.](#) and [I.D.6.](#) and [Appendix A.](#)]
 - e. Secure approved internet service. [See [Section I.E.2.](#)]
 - f. Complete USPTO [Teleworker Training: Telework Effectiveness](#) and submit your certificate to your supervisor and the Business Unit Telework Coordinator. [See [Section I.C.5.](#)]
 - g. Submit an application for telework through the [ETIS](#).
 - i. New employees will receive a New Employee Temporary Telework Agreement with the new hire welcome packet that must be signed before teleworking (see Appendix C). New employee information is loaded into the ETIS approximately three weeks after an employee's start date. The temporary agreement must be replaced by a permanent application and agreement through the [ETIS](#) within two months after the employee's start date.
 - h. Request and receive applicable telework equipment. The universal laptop and SecurID are the minimum equipment required to begin teleworking. [See Sections [I.C.5.](#) and [I.E.1.](#)]
 - i. If applying for a remote telework option, work with your supervisor to obtain approval and complete the Office of Human Resources (OHR) procedures to change your official duty station. [See [Section IV.](#)]
 - j. If applying to telework five days per week and not changing your duty station from the USPTO office, discuss the recurring reporting requirement with your immediate supervisor. [See [Section III.C.1.](#)]
3. Approval.
- a. Decisions to grant or deny telework requests will be made by the participant's immediate supervisor based on whether the position is eligible, whether the employee meets the requirements to participate in the Program [See [Section I.C.2.](#)], and whether the employee's request is otherwise consistent with the Program. The maximum

PTAB TELEWORK PROGRAM 2.0 (NTEU-243)

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number of days per week an employee may participate will be based on the number of days the position is eligible for telework.

- b. Decisions on requests to grant or deny a telework request will be made promptly using the ETIS, generally within one week of submission of the request. Decisions to grant will include the number of days the employee is permitted to telework per week. Decisions to deny will include the reason for denial. An employee may appeal a decision to deny to the second level supervisor with a copy to the Business Unit Telework Coordinator.
 - c. Employees approved to telework who are not already teleworking or onboarding virtually will be authorized to begin telework the first full pay period after completing the required training and receiving the minimum amount of equipment to telework. The immediate supervisor may permit teleworking sooner at their discretion. Refer to [Section I.C.9.](#) for additional guidance about modifications to telework program options.
4. **Telework Agreement.** All participants must have an approved telework agreement denoting the telework option selected and signed by the employee and supervisor to begin telework. The telework agreement will be completed when applying for telework through the ETIS. Participants who opt for remote telework are required to change their duty station [[See Section IV](#)] and acknowledge that (a) they will not be reimbursed for travel between their alternate worksite and the USPTO office except as specified in [Section IV](#), and (b) a duty station change could impact pay and benefits.
 5. **Equipment Deployment.** All participants must receive the minimum amount of equipment to perform official duties at the alternate worksite before teleworking. Follow the steps outlined below to request and receive your equipment. Participants will be provided with the minimum amount of equipment as soon as practicable after the approval of the telework request. [[See Section I.E.1.](#)]
 - a. Contact the Telework Coordinator after completing [Section I.C.2 steps a. through g.](#)
 - b. The Telework Coordinator will send the employee a Telework Equipment Deployment spreadsheet template to finalize in accordance with the guidelines included in [Section I.E.1.](#)
 - c. Deliver the completed spreadsheet to immediate supervisor for approval.
 - d. The supervisor will review the spreadsheet for compliance with equipment listed in [Section I.E.1](#) and submit it to the Telework Coordinator representing their approval.
 - e. The Telework Coordinator will request the equipment.

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- f. The employee will be notified when the equipment is ready to be delivered or retrieved from the [USPTO Telework Depot](#).
 - g. If on-boarding as a new employee with the USPTO virtually, before the on-board date the employee will be contacted by the OHR, the employee's supervisor, and/or the Telework Coordinator to arrange for equipment deployment. The Telework Coordinator will work with the employee's supervisor to define equipment needs and request equipment deployment.
 - i. The USPTO, OCIO will ship equipment to the employee to be received at least two days prior to the start date.
 - ii. The USPTO, OCIO will also deliver the employee's network account information and SecurID or other means of alternate authentication once the employee is sworn in.
6. **Training.** All participants teleworking for the first time must complete telework training before an employee is permitted to telework. If on-boarding as a new employee with the USPTO virtually, Training should be completed no later than two weeks after the employee's start date. The employee may contact the Telework Coordinator for assistance in locating the training. Managers should also complete [Manager Training: Telework Effectiveness](#). The Office will ensure that such training is made available promptly to all participants whose requests to telework are approved.
7. **Telework Agreement Updates.** Participants will use the [ETIS](#) to update their telework agreement when participant telework information changes and annually for recertification, including that the participant reviewed the safety guidelines for alternate worksite(s). The Agency will remind all participants of the recertification requirement annually. The safety guidelines are posted on the [Telework Program Office](#) website and at [Appendix A](#). Participants are responsible for updating the [ETIS](#) and telework agreement to ensure the Program option and address(es) of the alternate worksite(s) are accurate at all times.
8. **Participant Telework Program Changes.** The participant's telework schedule should reflect the program option selected in ETIS and recorded on the telework agreement. If a participant is regularly teleworking or working in the office on a schedule different than the program option selected, the participant or the supervisor should initiate a conversation about modifying the telework program option selected in ETIS using the procedures outlined in [Section I.C.9.](#), below.
9. **Modifications.** Participants may permanently modify their telework program option by selecting telework program option and days up to the maximum number of days for

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which the position is eligible using the [ETIS](#). There are no advance notification requirements for participants whose positions are eligible to telework five days per week and who request to update their telework program option in a manner that does not impact office arrangements (e.g., changing from one day to two days per week telework or from five days per week with a reporting requirement to the 50-mile program).

Participants who encumber positions eligible to telework less than five days per week must discuss schedule changes with their supervisor if requesting to reduce the number of days working at the USPTO Office.

Otherwise, to allow for office arrangements, participants will notify their supervisor and the Telework Program coordinator via email at least two weeks in advance of modifying a telework program option from less than four days per week telework to five days per week telework or withdrawing from the program; and four weeks in advance of changing status from five days per week telework to less than four days per week telework. For exigent circumstances the Office will process employee requests in less than 4 weeks by providing hoteling or temporary office space to the employee until a permanent workspace can be arranged.

See [Section III. B. 2.](#) for guidance on temporary schedule changes.

D. Worksites

1. Locations. Participants will designate a primary alternate worksite as the location where hours will be worked while not at the USPTO office. If a participant desires, they may designate an additional location as a secondary alternate worksite. All alternate worksites must be located in the fifty (50) states of the United States, the District of Columbia, or Puerto Rico. The designation of a participant's official worksite is dependent on the designation of a participant's official duty station, as follows:
 - a. A situational telework participant's official worksite is the USPTO office.
 - b. A routine telework participant's official worksite is the USPTO office.
 - c. A remote telework participant's (i.e., a 50-mile or TEAP option⁶) official worksite is their primary alternate worksite (home or other approved telework location) because

⁶ A five day per week telework participant who chooses to maintain the USPTO office as their official duty station (i.e., non-50-mile and non-TEAP) is a routine telework participant. See [Section III.C.1.](#) for requirements to report the USPTO office at least two times per bi-week.

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the participant has changed their official duty station to the city/town and state of their primary alternate worksite.

2. **Alternate Worksites.** An alternate worksite may be the participant's home or other approved appropriate location. The participant must designate a room or location in their alternate worksite for placement and use of the equipment provided for the Program. Participants are responsible for purchasing and maintaining all office furniture at the alternate worksites.

Participants are responsible for ensuring compliance with all local laws or rules governing an office in their home. Participants who are renters are responsible for ensuring that their lease allows the installation of all the necessary equipment and connection services (e.g., compliant internet service) for the Program.

Participants are responsible for any utility cost, cooling, heating, and lighting at the alternate worksites. Participants are responsible for any re-wiring, updating, and improvements necessary to bring the electrical connections in an alternate worksite up to the required standards.

3. **Working at a Secondary Alternate Worksite.** Secondary alternate worksites are subject to the rules outlined in Section I.D.2. above. Participants must request approval to work at a secondary alternate worksite through ETIS prior to working from that location.

Requests are not necessary for each use of a secondary alternate worksite once the secondary alternate worksite is approved through ETIS. However, the participant must communicate the routine and recurring schedule with their immediate supervisor.

The amount of time spent working at the secondary alternate worksite cannot exceed 6 months in any 12-month period otherwise the secondary alternate worksite should be changed to become the primary alternate worksite. Employees must track their time at alternate worksites; if the intended stay at any secondary alternate worksite exceeds 6 months in a 12-month period, then the participant's supervisor initiates a Personnel Action Request (PAR) to change the duty station in the designated USPTO human resources system. See Section IV.A.2. for additional guidance on changing your duty station. The participant should also update their residence address in EPP, as applicable.

A participant whose official worksite is at the USPTO office will generally not be permitted to work at a secondary alternate worksite that is outside of a 50-mile radius of their USPTO office for a full bi-week or more at a time, unless the participant reports to the USPTO office at least two times per bi-week [See Section III.C.1.], meets one of the

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exceptions in 5 C.F.R. § 531.605(d)(2), or has been granted a temporary medical exception [See Section V].

4. **Transporting Equipment.** When a participant has been approved to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites [See Section I.E.7]. The participant is also responsible for determining the equipment necessary to successfully perform their official duties at the secondary alternate worksite. A participant will only be issued one set of telework equipment in accordance with the standards outlined in Section I.E.1.
5. **Safety Guidelines.** All participants will review the alternate worksite(s) safety and security guidelines located on the USPTO Telework Program website. [See Appendix A.]
6. **Security.** All alternate worksites must meet security and privacy requirements, including those established and occasionally updated by OCIO regarding IT security [See Section I.E.4]. Participants are not permitted to work in a public area, e.g., a coffee shop, an airport terminal, or outside in a park.
7. **Inspection.** The participant will permit other USPTO employees and contractors to access the alternate worksite during the hours from 9:00 AM to 5:00 PM, Monday-Friday (excluding holidays) upon two business days' notice to the participant. Accessing the alternate worksite will be for the purpose of installing, repairing, maintaining, or removing work equipment, software, or other USPTO property, to investigate an accident or a worker's compensation claim, or to investigate other work related or safety problems arising from the administration of the Program. The parties may mutually agree to a time outside of these hours.

E. Equipment, Tools, and Supplies

1. **Standard Equipment.** Participants will be provided with a standard suite of IT equipment necessary to perform official assigned duties remotely at the primary alternate worksite as soon as practicable after the approval of the telework request. A participant may decline deployment of equipment if, after consultation with their supervisor, they deem the equipment is not necessary to productively perform official assigned duties at the primary alternate worksite (e.g., no printer, one monitor instead of two, etc.). Standard equipment includes the following:
 - a. 5 days per week: A universal laptop; docking station; two monitors; webcam; printer (provided the supervisor deems it necessary to perform assigned official duties);

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telephone headset; keyboard; mouse; SecurID (FOB) or other means of alternate authentication; fingerprint reader⁷; and other related peripherals.

- b. 3 and 4 days per week. A universal laptop, docking station, two monitors, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals. A printer may be issued if the immediate supervisor deems it necessary to perform assigned official duties. Immediate supervisor approvals must be provided to the Telework Coordinator before printers will be deployed. If a participant is issued an approved printer to use at the alternate worksite, the employee will relinquish their personal office printer and use a shared network printer.
- c. 2 days per week or less. A universal laptop, docking station, one monitor, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals.
- d. Situational telework. A universal laptop and SecurID (FOB) or other means of alternate authentication.

To ensure a seamless customer experience, participants are required to use USPTO assigned phone numbers for communication with colleagues and customers.

Necessary equipment will be provided to the participant as soon as practicable after the approval of the telework request. The universal laptop and SecureID (FOB), or other designated authentication technology, is the minimum equipment required to begin teleworking.

2. Internet Service.

- a. **Requirements.** All participants must have high-speed broadband internet service such as cable or fiber optic that meets USPTO's virtual private network (VPN) connection requirements at all alternate worksites. Wired connectivity is recommended. Employees may choose to work either wired or wirelessly, but must be able to connect with a wired connection as needed to improve connectivity or upon OCIO request (e.g., in responding to a service request or to facilitate updates).
- b. **Internet Service (IS) Reimbursement.** Given that participants who telework five days per week have relinquished their USPTO office, they are eligible for IS cost

⁷ Fingerprint readers will be provided to TEAP participants, only.

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reimbursement at their approved alternate worksite(s) in accordance with the USPTO ISP Reimbursement Policy.

3. **Collaboration Tools.** Participants must use USPTO collaboration tools in accordance with the USPTO's Time and Attendance Tools, Communication, and Collaboration (TACC) Policy, or any policy that supersedes it. Collaboration tools include, but are not limited to: instant messaging and chat; document/desktop sharing and whiteboard features; virtual meeting tools; video communication and conferencing equipment; and presence indicator. Employees will be required to use their video communication tools (i.e., camera) in accordance with POPA and NTEU 243 negotiated agreements for specific meetings and when their active participation during such meeting is required.
4. **IT Security.** Participants are responsible for the security of Federal government property, information, and information systems at all alternate worksites. If not properly implemented, telework may introduce vulnerabilities into USPTO systems and networks. To prevent security incidents, participants are required to protect information and information systems commensurate with risk and complete the annual USPTO mandatory IT Security Awareness Training.

Information associated with official business should be stored in controlled, accessible, and safeguarded locations. Participants should store information in places that are adequately accessible to other colleagues (with a need to know) and backed up (e.g., shared drives, SharePoint) and refrain from desktop storage. Participants will not store USPTO information on personal devices or accounts.

The creation of paper copies containing sensitive information should be minimized to the greatest extent possible while teleworking. Most home or non-industrial shredders do not meet the General Services Administration's (GSA) approved cross-cut shredder requirement; therefore, these paper files must be stored in a locked drawer or room until participants can return to campus and utilize GSA-approved shredders. Please contact the USPTO Records Officers or CUI Managers if you have hard copies at your alternate worksite and are unable to adequately secure and store the documents until you can return to the USPTO. Please email CUI@uspto.gov with any questions related to properly disposing of records.

- a. Care must be taken to ensure records subject to the Privacy Act (5 U.S.C. § 552a, Records Maintained on Individuals) and sensitive but non-classified data are not disclosed to anyone except those who have authorized access to perform their duties. Participants should refer to the Rules of the Road.

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- b. Participants are responsible for the security of all official information, protection of any government furnished equipment and property, and the execution of the mission of the USPTO at the alternate worksite(s) in accordance with existing USPTO and DOC policies.
 - c. Any USPTO owned equipment is for official use only. Use of the equipment for private purposes is prohibited except as permitted by the USPTO Rules of the Road. Family members and friends of Participants are not authorized to use any government furnished equipment.
 - d. Participants are to comply with all security related USPTO policies including the USPTO Rules of the Road. These policies may be found on the USPTO intranet website.
5. USPTO Equipment Failures. Participants are to contact the USPTO Service Desk to report Agency-provided equipment or software failures or problems, including connecting via the VPN, as soon as they are discovered and follow the procedures provided by the Service Desk. In the event that VPN or Agency provided equipment problems (including USPTO power outages) prohibit working at an alternate worksite, the participant must notify their immediate supervisor. The participant may consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite and determine how to record time. See Section I.G.7 for guidance about non-weather related equipment failures at the alternate worksite(s) (e.g., participant power outages and interruptions in internet access) and Section I.I.1 for weather related outages.
6. Ownership and Maintenance. USPTO maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant by the agency. The USPTO acts as the insurer for damage, theft, or other loss (e.g., fire, flood, etc.) of the USPTO equipment and materials only. Equipment provided by the Agency will be serviced and maintained by the Agency.
7. Safeguarding Assets. All participants are responsible for reasonably safeguarding and protecting government issued equipment. The accountability and security of IT resources [See Section I.E.4] extends to your alternate worksite(s), residence, other approved telework location, and/or other areas in which you use, travel with, and store the equipment. When a participant chooses to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites. Reasonable safeguards must be consistently exercised to ensure that government property is not vulnerable to any negligence or potential criminal activity. When a participant is assigned a piece of equipment, including the Universal Laptop, the

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participant is responsible for reasonable safeguards of its physical safety, as well as the data stored on it. Suggestions for safeguarding equipment and procedures for reporting lost, stolen, or damaged equipment are available on the [USPTO's Asset Management website](#).

Participants will provide property custodians with all information requested to inventory assets and will provide timely notice of equipment changes and issues.

8. **Returning Equipment.** Any equipment provided to the participant for use at the alternate worksite(s) should be returned to the Agency generally within five business days from the end of the participant's participation in the Program, unless exigent circumstances exist. Any equipment that was deployed to the participant and is not needed to perform official duties should be returned as soon as the participant deems the equipment as unnecessary.

A participant returning equipment must notify the Telework Coordinator to facilitate the return.

The USPTO may require return or exchange of Agency provided equipment. Except for remote telework participants enrolled in TEAP, participants may be required to report to the USPTO office to receive equipment or to repair or exchange equipment.

9. **Supplies.** Participants enrolled in TEAP who have been issued a printer will use the [TEAP Operating Procedures](#) to request toner and paper required to carry out official assigned duties. Unless otherwise defined, TEAP participants are expected to pick up all other small office supplies while on a trip to the USPTO office.

Also, unless otherwise defined, all other telework participants may pick up small office supplies required to carry out their official assigned duties from the USPTO office and those who have been issued a printer may pick up paper and toner from the USPTO office.

- F. **Collaboration and Engagement.** Employee engagement is a priority for the PTAB and to facilitate collaboration and successful interactive relationships employees should leverage collaboration tools, such as video conferencing, instant messaging or chat tools, and other USPTO approved collaboration software to stay connected. Employees are permitted to upload a workplace appropriate picture of themselves in USPTO collaboration tools so that colleagues and customers can associate names and faces. See the *PTAB Work Schedule Operating Parameters* for further information on communication, collaboration, and customer engagement.

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G. Schedules and Time and Attendance

1. **Work Schedules.** Employees teleworking five days per week must elect to work the Increased Flexitime Schedule (IFS) work schedules. See Appendix D for Minimum and Maximum work schedule for *PTAB*.
2. **Timesheets.** Participants will use the "Telework Home" transaction code (or other designated method to report telework time) with the appropriate PPA codes to indicate in the time and attendance system which days were worked at the alternate worksite(s) and the number of hours worked at the USPTO office and alternate worksite(s) each day.
3. **Holidays.** Participants working at an alternate worksite will be granted the same holidays as employees at the USPTO office, unless otherwise determined by the Office of Personnel Management. Early dismissal of USPTO employees or closure of the USPTO office for non-emergency conditions, such as on the day prior to a Federal holiday, will be granted to participants working at an alternate worksite.
4. **Overtime and Compensatory Time.** Overtime and compensatory time may be worked at an alternate worksite so long as the time has been approved by the participant's supervisor prior to working the additional hours.
5. **Leave.** All forms of approved leave, including compensatory time, may be used on days on which the participant is scheduled to work at the USPTO office or approved alternate worksite. Leave, however, may not be used on a regular basis to avoid working at the USPTO office on a non-telework day or to avoid meeting a routine telework participant's twice per bi-week reporting requirement [See [Section III.C.1.](#)].
6. **Multiple Locations in a Given Day.** A participant may work at the USPTO office and/or multiple alternate worksites on the same day. A participant who chooses to work at multiple locations on the same day must notify their immediate supervisor and comply with the requirements of the policy on communication and collaboration with respect to posting work hours (to include time zone, if outside of Eastern Time zone) regardless of where they work. Participants must mid-day flex (if on IFF/S) or take leave to accommodate travel time required for commuting to and from the various work sites. [See [Section III.B.](#) for routine telework schedule requirements.]
7. **Inability to Work at an Alternate worksite.** If an employee is prevented from working at an alternate worksite for reasons other than inclement weather (e.g., non-weather related power or internet outage at the alternate worksite or lack of dependent care), the participant must either (1) report to the USPTO office to perform official duties if not a TEAP participant, (2) obtain approval to work at a secondary alternate worksite, (3) if on

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IFP/S, change their work schedule by reducing the number of hours worked on that day, or (4) request appropriate leave, at the participant's option. If able to work, the participant may also consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite. The participant will not be reimbursed for any travel or related expenses for commuting between their alternate worksite(s) and the USPTO office and all trips will not be on duty time. See Section I.E.5. for guidance related to a USPTO equipment failure and Section I.I.1. for weather related conditions.

H. In-person Events

1. **Virtual First.** When technology is available, and consistent with the purpose of the event, meetings will be held so that participants working remotely can participate fully via video conference.
2. **Mandatory Attendance.** Participants may be required to report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other individual, team-, Office-, or Business Unit-wide events. Participants will be given as much notice as possible of any meeting or activity that they must attend in person. Absent exigent circumstances, participants will not be required to report to the USPTO office on the same day that notice is provided to the participant and the USPTO will endeavor to meet the notification timelines outlined below.
 - a. **Office coverage to address business needs or non-portable work activities:** Generally, for participants not enrolled in TEAP, notice to report to the USPTO office will not be less than two days.
 - b. **Group meetings:** Group meetings are defined as team, organizational (e.g.: section, branch, division, office), or business unit-wide meetings, to include training. For these planned events, the Agency has a goal of 4 weeks' notice, but at least 3 weeks' notice will be provided prior to the date of the meeting or training. This provides notification in accordance with TEAP operating procedures to ensure TEAP participants have adequate time to plan for a mandatory employee-paid trip.

All decisions to hold mandatory, in-person meetings will be approved by the Chief Judge or the Board Executive or their delegate(s).

I. Changes to Operating Status and Unscheduled Telework (e.g., Inclement Weather)

1. **Office Closures, Early Departures and Delayed Arrivals Due to Weather or Safety Events.** When a foreseeable weather or safety event causes the agency to close or authorize late arrival or early departure, any employee with a signed telework agreement (i.e., a

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Program participant) must be prepared to telework, flex around the full or partial closure, and/or take leave. Except as provided below, no employee with a signed telework agreement of any type (regular, situational, etc.) may receive Weather and Safety leave, regardless of whether the employee was scheduled to telework that day. In order to telework during a weather or safety event, participants must have their Universal Laptop at their alternate worksite. Unscheduled telework due to a closure, early dismissal, or delayed arrival due to weather or safety events will not count against the allowable telework days provided by this Program.

If weather related physical conditions affect the alternate worksite in a way that limits the employee's ability to perform their duties (e.g., power or internet outages at the participant's alternate worksite or the USPTO office), the employee may request Weather and Safety administrative leave or to work at a secondary alternate worksite. Participants may telework at an alternate worksite where there are dependents or others. However, for any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care. If dependent care prohibits the ability to perform telework for some portion of the work day during an office closure, early dismissal or delayed arrival, an employee may use a combination of flex time and unscheduled leave, with supervisory approval, to meet any dependent care needs and still accomplish work. See [Section I.K.1](#) for additional information on dependent care.

Weather and Safety leave may be available to a Program participant if the participant was not prepared to telework at their approved alternate worksite because either (1) the weather or safety event that caused the agency to close or authorize late arrival or early departure was not foreseeable or (2) reasonable circumstances prevented the employee from preparing to telework (e.g., the participant had been on leave until the day of the weather event, and the participant was not able to obtain their laptop before the weather or safety event). Find additional information on weather and safety leave at [Leave Administration, Appendix A: Impact of Weather and Safety Events on the Alexandria Campus and Randolph Square Building](#).

2. **Unscheduled Leave or Unscheduled Telework.** In the event OPM or USPTO declares that Federal agencies are open for the entire day with the option for "unscheduled leave or unscheduled telework," Program participants may report to the USPTO office, telework on a non-telework day (if consistent with the employee's work obligations), take unscheduled annual leave, or use a combination of work and annual leave to account for all of the regularly scheduled hours of the workday. A decision to telework on a day in which unscheduled telework is allowed will not count against the allowable telework days provided by this Program.

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J. Performance Management.

Participants are expected to perform assigned duties and responsibilities at the alternate worksite. It is important that the alternate worksite be free from distractions that would impair a participant's ability to perform official duties and provide the same time and level of attention to the work product as is available at the USPTO office. Participants will have their performance evaluated under the criteria set out in their performance appraisal plan. If the participant lacks sufficient work for a telework day, they should consult with the supervisor to see if there is additional work that can be done at the alternate worksite. If there is not enough work that can be done at the alternate worksite, the employee must work at the USPTO office or use leave to cover the hours for which there is no work. Participants shall provide details of work accomplished upon the request of their supervisor.

Participants who are on a Performance Improvement Plan (PIP) will not be required to change their telework arrangement due to the PIP. Whether the participant's official worksite is the USPTO office or an approved alternate worksite, a participant who is on a PIP will be required to commit to be available to receive assistance and training. The assistance may be provided at the USPTO office or virtually. The supervisor and the participant will attempt to find an agreeable time for the assistance to be provided, including providing reasonable notification in accordance with the intent of Section I.H.2. The supervisor, however, retains the right to direct the participant to attend meetings or training at the USPTO office, including one-on-one training.

K. Miscellaneous Provisions.

1. **Dependent Care.** No telework arrangement is authorized which allows the participant to provide care to any individual during work hours. Participants shall have dependent care arrangements so that the participant's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the participant teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
2. **Transit Subsidy.** Participants continue to remain eligible for transit subsidies as set forth in the USPTO Public Transit Subsidy Program.
3. **FECA and Alternate Worksite Injury.** Participants are covered under the Federal Employee's Compensation Act (FECA) if injured in the course of actually performing official duties at the alternate worksite. In order for a participant to be able to file a claim for worker's compensation, the participant who has an accident or injury while working at

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the alternate worksite must notify their immediate supervisor and report the accident or injury to a designated USPTO official in accordance with FECA requirements. Upon notification, the USPTO may investigate any reported accidents and injuries.

4. **Property Liability.** The USPTO will not be liable for damages to a participant's personal or real property during the course of performing official duties or while using Government equipment in the participant's residence, except to the extent the Government is held liable by the Federal Tort Claims Act, claims arising under the Military Personnel and Civilian Employees Claims Act, or other laws.
5. **Protecting Records.** Participants will apply approved safeguards to protect Agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at 5 U.S.C. Section 552a. See Section I.E.4. for additional IT Security requirements.

Participants are required to use electronic versions of documents and data whenever practical. When this is not practical, and solely for the purposes of this Program, participants will be permitted to remove USPTO copies of documents from the USPTO office in order to perform their officially assigned duties at an alternate worksite, unless such files have been identified by management as being inappropriate for removal from the USPTO office. The participant is responsible for the transportation and safeguarding of the documents and files to and from the USPTO office and alternate worksite(s). Original or official files may not be removed from the USPTO office unless specifically approved by the Agency.

When the USPTO has an unusual need for a document or file or other information that is located at the alternate worksite, the participant may be directed to provide the requested document, file or other information to the USPTO office within one business day by delivery means determined by the Agency. An unusual need is one that does not occur on a regular basis and cannot wait for the participant's scheduled return to the USPTO office or be resolved through other means.

6. **Union Activities.** Stewards and union officials may perform Union representational activities on official or bank time while teleworking.
7. **Personal Information.** Agency personnel will not divulge the addresses and private home or mobile telephone numbers of participants to the public or any other USPTO personnel who do not have a legitimate business need to know such information.

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II. Provisions Applicable to Situational Telework Participants

- A. **Requesting Situational Telework.** A situational telework participant is expected to perform their assigned duties at the USPTO office regularly. Situational telework must be requested in advance and approved by the immediate supervisor. Requests for situational telework must include the dates the participant will telework and the work that will be performed at the alternate worksite on those dates.

Participants currently teleworking situationally in a position that is eligible for routine or remote telework who would like to move to routine or remote telework must modify their telework application in [ETIS](#) and follow the application procedures in [Section I.C.9](#). Additional information on routine telework may be found at [Section III](#) and additional information on remote telework may be found at [Section IV](#).

- B. **Offices.** Participants selecting a situational telework program option will retain their status quo office.
- C. **Part Time Employees.** Part-time employees who encumber a position eligible for situational or routine telework may participate in situational telework.

III. Provisions Applicable to Routine Telework Participants

- A. **Overview.** A routine telework participant's official duty station remains the USPTO office and requires the participant to work at the USPTO office for a specified amount of time each week or bi-week as designated by their position eligibility determination.

1. Participants electing to telework one to four days per week will work at the USPTO office for four to one day(s) per week.
2. Participants electing to telework five days per week may elect either to retain the USPTO office as their official duty station and remain a routine teleworker or, if the participant's primary alternate worksite is located within 50 miles of the USPTO office, change the location of their official duty station to the primary alternate worksite in accordance with the procedures outlined in [Section IV.B](#), and become a remote teleworker.

B. Routine Telework Participants Teleworking One to Four Days per Week

1. **Telework Schedule.** Participants eligible for routine or remote telework may request to telework one to four days per week, up to the number of days permitted by their position's eligibility determination. Participants electing this option are expected to perform their assigned duties at the USPTO office for one to four day(s) per week, as set

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forth in their position eligibility determination. Participants who select this option must consult with their immediate supervisor to define a telework schedule that identifies regular days to perform duties at the USPTO office each bi-week. For participants whose essential functions include duties that must be done at the USPTO office, the amount of time spent at the USPTO office on a non-telework day must be long enough to complete those essential functions and if a participant chooses to work at multiple locations on the same day they must notify their immediate supervisor. Participants may not use IFP/S flexibilities or any combination of leave to regularly avoid any in-office requirements. Participants are not precluded from teleworking on fewer days than their position's eligible number of days. The day(s) a participant elects to perform assigned duties in the office will be the same each week and must be scheduled in advance and approved by the immediate supervisor to ensure office coverage.

On a situational basis, a one to four day per week routine telework participant's immediate supervisor may allow an employee to work additional days at an alternate worksite (i.e., supplemental situational telework) in accordance with the provisions for situational telework [See [Section II](#)]. Supplemental situational telework must be requested in advance and approved by the immediate supervisor. Requests for supplemental situational telework must include the dates the participant will telework in addition to the routine telework and the work that will be performed at the alternate worksite on those dates.

2. **Telework Schedule Changes.** Changes in USPTO office day(s) for participants whose position is eligible for routine telework one to four days per week must be requested in advance and approved by the immediate supervisor. These requests may be for a one-time change or for a permanent switch in the days performing assigned duties in the USPTO office. See [Section I.C.7](#), [I.C.8](#), and [I.C.9](#) for permanent program changes. The PTAB may require temporary adjustments to USPTO office day(s) schedules to address business needs and office coverage for non-portable work activities.

Participants currently teleworking one to four days per week in a position that is eligible to telework five days per week who would like to move to five days per week telework must modify their telework application in [ETIS](#) and follow the application procedures in [Section I.C.7](#), [I.C.8](#), and [I.C.9](#). Additional information on five day per week routine telework may be found at [Section III.C](#), and on five day per week remote telework may be found at [Section IV](#).

3. **Offices.** Routine telework participants who select a telework program option that places the participant at the USPTO office for two days per week or less will be required to share an office with another employee. Participants who share an office may coordinate their

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on-campus days, such that one of them uses the office at a time. Participants who select a telework program option that places the participant at the USPTO office for three days per week or more will remain their status quo office arrangements.

A Program participant whose selected telework program option places them in a shared office, and who changes the terms of their telework program and agreement in any way that places them at the USPTO office for three days per week or more, will be reassigned to an unshared office. A participant may have to remain in their shared office until individual office space is available.

The participant will be assigned an office as determined by their seniority consistent with existing Union agreements for office space. The employee should be issued the space they are entitled to within three months of notifying their immediate supervisor and Telework Program coordinator of the change.

C. Routine Telework Participants Teleworking Five Days per Week

1. **Reporting Requirement.** An employee who elects to telework five days per week and maintains the USPTO office as their official duty station is required to report to the USPTO office at least two times per bi-week. Participants shall work at the USPTO Office for a minimum of 15 minutes for each occurrence in a manner consistent with IFP work schedule rules as to days and hours of work. All forms of approved leave, including compensatory time, may be used to meet the required hour(s) on this day but leave may not be used on a regular basis to avoid the requirements of this paragraph to work at the USPTO office two times per bi-week.
2. **Offices.** Routine telework participants who telework five days per week will not have an assigned office at the USPTO office and will reserve hoteling space on campus when working at the USPTO office, including when meeting the regular bi-weekly reporting requirement.
3. **Travel Expenses and Travel Time.** When a participant's official duty station is the USPTO office, all travel between home and the USPTO office is considered commuting time and will not be reimbursed.

- D. **Part Time Employees.** Part-time employees who encumber a position eligible for routine telework for less than five days per week may participate in telework. The percentage of time that may be worked at the alternate work site will be prorated as determined by the percentage of the employee's part-time schedule compared to a full-time schedule, times the number of days. Part time employees who encumber a position eligible for remote telework for five days per week, may telework 100 percent of their part time work schedule (the

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requirement to routinely report to the USPTO office two times a bi-week remains). Part time employees should consult guidelines on part time work schedules in the applicable collective bargaining agreement, labor contract, or other union agreements related to part time work.

IV. Provisions Applicable to Remote Telework Participants

A. Provisions Applicable to all Remote Telework Participants

1. **Overview.** A participant who elects to telework five days per week may elect to either retain the USPTO office as their official duty station in accordance with [Section III.C.](#) or change the location of their official duty station to the primary alternate worksite.

There is no requirement to routinely report to the USPTO office when a participant has changed their official duty station to the primary alternate worksite. The change in official duty station may impact a participant's pay and benefits because locality pay is based on the location of the official duty station. See [Sections IV.A.2, IV.B.1, and IV.C.2](#) for additional information on changing the official duty station.

Table 1 provides an overview of implications for regular and recurring reporting requirements to the USPTO office, employee pay and benefits, and travel expenses associated with changing the official duty station.

Table 1: Official Duty Station Implications

Key Elements	Teleworking < 50 Miles from Alexandria, VA		Teleworking > 50 Miles from Alexandria, VA	
	Routine: 5 days per week (Hoteling)	Remote: 50-Mile	Routine: 5 days per week (Hoteling)	Remote: TEAP
USPTO Program Reference				
Official Worksite & Duty Station	USPTO Office	Primary Alternate Worksite	USPTO Office	Primary Alternate Worksite
Pay & Benefits	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite
Regular and Recurring Reporting Requirement	Two Times per Bi-week	None	Two Times per Bi-week	None
Travel for <u>Voluntary</u> Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office

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Key Elements	Teleworking < 50 Miles from Alexandria, VA		Teleworking > 50 Miles from Alexandria, VA	
or for Reporting Requirement				
Travel for <u>Mandatory</u> Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for the first Trip up to 5 Days, USPTO Pays Thereafter

2. **Process for Changing the Official Duty Station.** A remote telework participant will select one of two program options that permit a change of their official duty station, depending on the location of the approved primary alternate worksite. If the participant lives within a 50 mile radius of the USPTO office, they will select the 50-mile program option and follow the procedures in [Section IV.B.1](#). If the participant lives outside of a 50 mile radius from the USPTO office, they will select the TEAP program option and follow the procedures in [Section IV.C](#). The 50 miles is a point-to-point straight line distance from 600 Dulany Street, Alexandria, VA, 22314.

When changing the official duty station, participants are responsible for maintaining accurate human resource information as outlined in the ETIS Employee Information and Certification Language document located at [Appendix B](#).

3. **Offices.** Remote telework participants will not have an assigned office at the USPTO office and may use hoteling space, if available, when working at the USPTO office.
4. **Part Time Employees.** Part time employees who encumber a position eligible for remote telework, may telework 100 percent of their part time work schedule. Part time employees should consult guidelines on part time work schedules in the applicable collective bargaining agreement, labor contract, or other union agreements related to part time work.

B. Remote Telework Participants Working within 50 miles of the USPTO Office⁸

1. **Official Duty Station Changes.** Participants who live within a 50-mile radius⁹ of the USPTO office may request to change their official duty station to their approved primary alternate worksite (e.g., home address), which will be designated as their official worksite. A change in the participant's official duty station eliminates the requirement to report to the USPTO

⁸ This category of remote telework is sometimes referred to as the "50-Mile Program".

⁹ The 50-mile radius is determined by https://www.gpsvisualizer.com/calculators#distance_address.

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office at least two times per bi-week and changes the participant's pay (including locality pay) to the location of the primary alternate worksite, which may be a different locality pay than the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#) website. Questions about other potential changes to pay and benefits (e.g., health and life insurance, thrift savings plan, etc.) may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.

All changes to duty station are voluntary and for the convenience of the participant. See participant responsibilities in [Section IV.A.2](#). All changes to the official duty station must be pre-approved by the USPTO. If a participant's primary alternate worksite (e.g., home address) is within a 50-mile radius of the Alexandria office, a 50-mile radius telework program option may be selected. The participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system.

Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the supervisor and OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station.

2. **Working at the USPTO Office.** Participants may occasionally voluntarily work at the USPTO office. Participants working at the USPTO office are encouraged to reserve hoteling space to perform their official duties. Participants may also be required to occasionally report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other team-, Office-, or Business Unit-wide events.
3. **Travel Expenses and Travel Time.** When a participant's official worksite is their home address or other approved alternate worksite within a 50-mile radius of the USPTO office, they will not be reimbursed for any travel or related expenses for commuting between their official worksite and the USPTO office regardless of whether the trips are mandatory or voluntary. All such trips, regardless of the location of the official worksite, will not be on duty time.

C. TEAP Option for Remote Participants Working more than 50 miles from the USPTO Office¹⁰

1. **Telework Enhancement Act Program (TEAP).** TEAP allows participants teleworking five days per week whose position is TEAP eligible and who live greater than 50 miles from the USPTO office to decide, for their own convenience, to change their duty station to an

¹⁰ This category of remote telework option is referred to as TEAP.

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approved telework location in the local commuting area of the city in which they live. See participant responsibilities outlined [Section IV.A.2](#). The participant must travel to the USPTO office for mandatory trips when directed by the Office, and TEAP permits the participant to waive their right to travel expenses for a reasonable number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). The participant is responsible for paying for one mandatory trip per fiscal year for up to a maximum of five calendar days, which will be the first trip of the fiscal year. Participants who telework five days per week and who wish to participate in TEAP should refer to the [TEAP Operating Procedures](#) for program specifics.

2. **TEAP Operating Procedures.** The USPTO maintains a TEAP with operating procedures applicable to all USPTO employees. Employees who enroll in TEAP will abide by [TEAP Operating Procedures](#). Highlights of certain aspects of TEAP are outlined below. The information contained herein is not intended to substitute or supersede the TEAP Operating Procedures.
 - a. **TEAP Eligibility.** All telework participants who encumber positions eligible for TEAP may apply to TEAP if they meet the TEAP eligibility requirements (e.g., changing the official duty station, waiving travel reimbursements, etc.). Generally, participants should be approved for TEAP three weeks in advance of any change in the official duty station or move.
 - b. **TEAP Application and Approval.** If a participant's primary alternate worksite (e.g., home address) is outside of a 50-mile radius of the Alexandria office, a TEAP telework program option may be selected. The participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system.
 - c. **TEAP Pay and Benefits.** Participation in TEAP may impact the participant's pay, due to locality pay differences from the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#) website. The TEAP Operating Procedures outline other potential changes to benefits (e.g., health and life insurance, thrift savings plan, etc.) and state taxes. Questions about pay and benefits may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.
 - d. **TEAP Relocation Expenses.** Participation in TEAP is voluntary. No employee relocation expenses will be paid to participants.

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- e. **TEAP Moves and Withdrawal.** A participant must use ETIS to notify their immediate supervisor and the Telework Program coordinator of all moves to a different primary alternate worksite (official worksite) or withdrawal from the program. Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the supervisor and OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station. See the TEAP Operating Procedures for specific instructions.
- f. **TEAP Mandatory Trips.** The TEAP Operating Procedures outline procedures and requirements for mandatory trips. The TEAP participants will incur one mandatory trip up to a maximum of five calendar days that is participant paid per fiscal year. All trips beyond that number will be paid by the Agency. The PTAB will endeavor to combine reasons for trips and limit the number of trips per year to a reasonable number. The participant's time for travel will be compensated based on the most efficient manner of travel as defined by Federal travel regulations.
- g. **TEAP Voluntary Trips.** Trips to the USPTO office are defined as voluntary when they are discretionary on the part of the participant and visitation/travel is not required by the PTAB. No travel expenses or travel time will be provided for voluntary trips. Voluntary trips to the USPTO office do not count towards the maximum number of mandatory trips. See TEAP Operating Procedures for further guidance on voluntary trips.

V. Temporary Medical Exception

- A. **Description of Program.** Management will consider requests from employees to work from home or another alternate worksite based on a serious temporary or short-term medical need of the employee or a family member which would:
 - 1. Significantly impair or preclude the employee from working at (or traveling to) the USPTO office;
 - 2. Ordinarily require the employee to use leave to be away from the USPTO office without the ability to telework; and
 - 3. Allow the employee to work from the alternate work site.
- B. **Flexibility:** In addition to the flexibility of where to work, the employee may request additional telework days, up to and including teleworking five days per week and specific hours of work.

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- C. Application. The request may be from a person not eligible to telework (based on position eligibility), or from a current teleworker to expand or change the number of days of telework or change their telework program option. If the request is from an employee whose position is not normally eligible to telework and is not covered by an existing telework agreement, the employee must sign a telework agreement. Eligibility requirements based on position may be waived because the eligibility for the temporary medical exception is based upon specific need.
- D. Approval. Requests under these circumstances (known as a Temporary Medical Exception) must be submitted to the employee's immediate supervisor (or designee) as soon as the need for the temporary medical exception is known by the employee. The supervisor or designee will promptly forward the request with any comments (to include their proposal for the terms of the medical telework) to the Business Unit Head or Deputy Business Unit Head or designee. Decisions to grant or deny requests will be made by the Business Unit Head, Deputy, or designee and communicated to the employee in writing promptly, generally within one or two weeks, and taking into consideration the date on which the employee requests to begin telework. The reason(s) for any denial will be included in the response.

In determining whether to approve a request under this section, the supervisor must consider:

1. The work available for the employee to perform from a remote location as well as the ability to successfully complete assigned tasks in accordance with the employee's performance appraisal plan;
2. Whether or not the employee will have appropriate remote access to USPTO IT systems and the likelihood that the employee can be successful in working remotely;
3. The employee's ability to work without the disruption of providing childcare, eldercare, or medical needs (the employee may mid-day flex, if on an appropriate work schedule, to accomplish these activities); and
4. The impact of the employee's absence from the USPTO office on other employees as well as the ability of the PTAB to meet its business needs.

Approval to telework under this exception will be up to the duration of the medical need, depending on the work available to be performed at the approved alternate work site. In all instances, the telework granted pursuant to this medical exception may not exceed 4 months without renewed approval. However, the approval may be reviewed at any time and may be extended, adjusted, or revoked: a.) if the medical circumstances have changed; or b.) when participation is based on the medical needs of a family member and business unit needs have changed significantly). Approval of these requests for a temporary medical exception is

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separate and independent of the Agency's reasonable accommodation process and is not considered evidence of the Agency perceiving or regarding an employee as disabled under the Rehabilitation Act. Nothing in this section precludes or limits the ability of employees to request a reasonable accommodation nor limits the ability of supervisors to refer employees to the Reasonable Accommodation Program Office/OEEOD for assistance when appropriate.

- E. Documentation. Upon request, employees must submit medical documentation) from a health care provider supporting the request for a temporary medical exception.
 - 1. The statement or documentation will: --
 - a. State the general nature of the medical need and why the employee should be excused from working at the USPTO office (treatment of the employee or a family member outside of the commuting area will satisfy this requirement).
 - b. Confirm that the employee can perform work.
 - c. Include either of the following:
 - i. If the employee has the medical condition—that the employee is fit for duty at the alternate work site, including any limitations that may apply; or,
 - ii. If a family member has the medical condition—
 - (A) state that the family member will not require constant attention, or
 - (B) the employee may indicate on the application that other people will provide care when the employee is working.
 - d. The expected duration of the need based on the medical condition.
 - 2. The employee will not be required to reveal any details about the medical condition other than the general nature of the condition as set out in the medical documentation described in Section V.E.1, and the PTAB may not require the employee or family member to sign a release for their medical information.
 - 3. The PTAB will treat as confidential any medical information given by an employee in support of the medical telework request, and may only disclose such information subject to its Privacy Act and Rehabilitation Act obligations for work-related reasons on a need to know basis.

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4. The purpose of the health care provider's statement and/or documentation is to verify the existence of the medical reason asserted in the temporary medical request, that the employee could not reasonably be expected to work at the USPTO office or that working from an alternate worksite would help alleviate the medical condition or assist with recuperation, and that the employee is fit for duty at the alternate location. The PTAB will not substitute its own judgment for the medical judgment of the health care provider with respect to the validity of the medical condition, its duration, or how medical telework will alleviate the condition or help the employee (or family member) to recuperate (so long as there are sufficient details in the statement for the PTAB to understand the basis for the recommendations).
- F. **Work Performed.** Because of the added flexibility in terms of eligibility, scheduling and/or number of telework days and hours, the participant and the supervisor will discuss the work to be done, the hours to be worked (including both the number of hours per day and the time of these hours), and any changes in circumstances affecting the arrangement. The terms of the medical telework will be documented in writing and signed by the employee and supervisor or exchanged via email.

Appendix A

Safety Guidelines for the Alternate Worksite(s)

Employees may use the following guidelines to assist them in a review of the overall safety and adequacy of their alternate worksite. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

1. Develop and practice a fire evacuation plan for use in the event of an emergency.
2. Check your smoke detectors regularly and replace any batteries as needed.
3. Have a working fire extinguisher conveniently located at your alternate worksite (in the room where you work or appropriately located to help with evacuation), and check the charge regularly.
4. Computers are heavy. Place them on sturdy, level, well-maintained furniture.
5. Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
6. Locate your computer to eliminate noticeable glare from windows and lighting. Place the computer monitor at a height that is comfortable and does not produce neck or back strain. Locate computer keyboards at heights that do not cause wrist strain or place the keyboard on an adjustable surface.
7. Install sufficient lighting in locations to reduce glare on the work surface.
8. Arrange file cabinets so that opened drawers do not block ingress and egress.
9. Be sure to leave space for ingress and egress, where possible, to reduce tripping hazards.
10. Be sure electrical equipment is connected to grounded outlets.
11. Avoid fire hazards by not overloading electrical circuits.
12. Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause triggering hazards in your workspace.
13. Locate computers, phones, and other electrical equipment in a manner that keeps power cords out of walkways.
14. Lock (CTRL+ALT+DEL) computers after the workday is over.
15. Keep your workspace clean and avoid clutter which can cause fire and tripping hazards.
16. Use proper lifting techniques when moving or lifting heavy equipment and furniture.
17. Report accidents and injuries immediately to your supervisor.

Appendix B

ETIS Employee Information and Certification Language

The document summarizes the various conditions, understandings, and certifications required by an employee who applies for and enrolls into a USPTO telework program. The information will appear on screens during the ETIS application process.

General guidance and provisions of telework at USPTO

1. All pay, leave, and travel entitlements will be based on the participant's official duty station.
2. The participant must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
3. The participant agrees to complete surveys and attend focus group meetings and interviews to help evaluate the telework program.
4. For participants with government provided equipment: Upon reasonable advance notice by the agency, the participant will permit USPTO employees and contractors to access the alternate worksite during normal working hours on a day that the participant is working at home for the purpose of installing, repairing, maintaining, or removing equipment, software, or other USPTO property, or to investigate an accident or a Workers' Compensation claim or to investigate other work-related or safety problems arising from the administration of the telework program. The parties may mutually agree to a time outside of these hours.
5. The participant agrees to comply with USPTO instructions regarding the return or removal of program materials.
6. The government will not be liable for damages to a participant's personal or real property during the course of performance of official duties or while using government equipment in the participant's residence, except to the extent the government is liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilians Employees Claims Act, or other laws.
7. All office policies and procedures and responsibilities remain in effect during a telework program unless the terms of the program agreement or guidelines specifically indicate a difference.
8. Participants who change their primary alternate worksite while participating in the program are required to update their primary alternate worksite address in the Enterprise Telework Information System (<https://etis.uspto.gov>). Participants must also keep their approved secondary alternate site location updated, but this does not constitute a relocation.
9. In accordance with USPTO CIO standards, participants in any telework program must have internet service provided by cable or fiber optic with minimum internet speeds of 15 Megabits per second of download speed and 4 Megabits per second of upload speed. The participant agrees that her/his internet speeds at the alternate worksite(s) meet or exceed this requirement, unless a lower speed is authorized by an underlying agreement.

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Employee Responsibilities Related to Human Resource Information

I understand the following:

1. I am responsible for keeping my residential address and duty station up-to-date in the Employee Personal Page (EPP) and ETIS systems;
2. I am responsible for reviewing my benefits coverage (health insurance, dental and vision plans, and long term care insurance), and ensuring the options I have selected provide coverage in my desired location. If I relocate out of the coverage area and wish to elect a new health benefit plan, I must notify the Office of Human Resources (OHR) to make a new election;
3. I am responsible for ensuring that the correct state taxes are withheld from my salary. If I move, I understand it is my responsibility to submit a change request through OHR according to the established processing timelines. If I fail to ensure the proper taxes are withheld from my salary, it is my responsibility to work with my state(s) to make any necessary corrections. The OHR will not make retroactive adjustments or withholdings. More information on how to change your state tax exemption can be found [here](#);
4. Because I am responsible for making sure that taxes are being paid to the appropriate jurisdiction and that my pay is based on the location of my duty station, reviewing my earnings and leave statements is the best way of identifying any issues as early as possible;
5. If applicable, I will work with my supervisor to ensure a "Change in Duty Station" Personnel Action Request (PAR) is initiated in the HRCconnect system before the effective date. I also understand that the change in duty station cannot be made effective until OHR has processed the request. If I fail to timely update my address or duty station, it may impact my locality pay and result in an erroneous salary overpayment. I will be required to refund any overpayment to the USPTO.
6. Questions regarding benefits, compensation or personnel action processing may be directed to HumanResources_USPTO@uspto.gov or by telephone at 571-272-6000.

Safeguarding USPTO information and equipment

1. The participant will protect Government/USPTO records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at 5 U.S.C. Section 522a.
2. The participant will ensure that Government/USPTO records taken from the USPTO are accessed only by authorized personnel.
3. The participant will safeguard documents, data files and equipment during transit and at the alternate worksite(s).
4. The participant must return all documents, data files, work products, drafts and notes to the USPTO upon participant ending participation in the program.

Patent Trial and Appeal (PTAB) – BU TELEWORK ELIGIBILITY SPREADSHEET as of April 11, 2022

Ref. #	OFFICE	POSITION	UNION	SERIES	GRADE	POSITIONS ON BOARD	POS. VACANT	TOTAL POSITIONS	Position Eligibility (S,1,2,3,4, or S days/wk)	Explanation for on-campus obligations	If S days, is Position Eligible for Remote or TEAP?	Explanation for not eligible for TEAP
1	PTAB	Paralegal	NTEU 243	0950	11	39	0	39	5	N/A	Yes	N/A
2	PTAB	ADMV SUPRT SPECLST	NTEU 243	0301	12	3	2	5	4	Customer Support Services to PTAB internal and external customers (e.g. on-campus support to customers, document preparation and mail processing for office correspondence, etc.)	N/A	N/A
3	PTAB	ADMV SUPRT SPECLST	NTEU 243	0301	09	1	0	1	4	Customer Support Services to PTAB internal and external customers (e.g. on-campus support to customers, document preparation and mail processing for office correspondence, etc.)	N/A	N/A
4	PTAB	MGMT INF SPECLST	NTEU 243	0301	14	2	2	4	5	N/A	Yes	N/A
5	PTAB	LEG INSTRMTS EXAMNR	NTEU 243	0963	08	2	0	2	5	N/A	Yes	N/A
6	PTAB	ADMV SUPRT SPECLST	NTEU 243	0301	12	1	0	1	S	Customer Support Services to USPTO internal and external customers (e.g. on-campus support to customers for PTAB Hearings, document preparation and mail processing for office correspondence, etc.)	N/A	N/A

Ref. #	OFFICE	POSITION	UNION	SERIES	GRADE	POSITIONS ON BOARD	POS. VACANT	TOTAL POSITIONS	Position Eligibility (S,1,2,3,4, or 5 days/wk)	Explanation for on-campus obligations	If 5 days, is Position Eligible for Remote or TEAP?	Explanation for not eligible for TEAP
7	PTAB	SUPRT SRVCS ASST	NTEU 243	0303	07	0	1	1	S	Customer Support Services to USPTO internal and external customers (e.g. on-campus support to customers, hearings support, ushering, escorting visitors, etc.)	N/A	N/A
8	PTAB	ADMV MGMT SPECLST	NTEU 243	0303	11	1	0	1	S	Customer Support Services to USPTO internal and external customers (e.g. on-campus support to customers, hearings support, ushering, escorting visitors, etc.)	N/A	N/A
9	PTAB	HEARING OPERATIONS SUPPORT ASSISTANT	NTEU 243	0303	07	3	0	3	S	Customer Support Services to USPTO internal and external customers (e.g. on-campus support to customers, hearings support, ushering, escorting visitors, etc.)	N/A	N/A

Office of General Counsel (OGC) Telework Program,
a Memorandum of Understanding

March **25**, 2022

The parties to this Memorandum of Understanding (MOU), the National Treasury Employees Union Chapter 243 (NTEU 243), the Patent Office Professional Association (POPA), and the United States Patent and Trademark Office (USPTO or Agency), agree to this MOU covering the terms and implementation of a telework program for the Office of General Counsel (OGC). The parties have worked collaboratively to develop the terms of the program, which are attached to this MOU as Appendix A (the Program) along with a list of bargaining unit position eligibility as Appendix B. This MOU covers bargaining unit members from both NTEU 243 and POPA working in OGC. This agreement supersedes any other telework agreements covering OGC bargaining unit employees. In addition, the parties agree as follows:

1. Meeting of Bargaining Obligations: NTEU 243 and POPA acknowledge that the Agency has met its notice and bargaining obligations regarding the implementation of the Program.
2. Implementation of Program: The Program will begin implementation during the notice period provided to employees regarding the reopening of the Alexandria Headquarters of the USPTO. Employees who have completed all of the actions necessary to participate in the program during that period will begin their new telework arrangement once the Office is no longer on maximum telework.
3. Reviewing Positions for Eligibility: No later than May of each year OGC will notify NTEU 243 and POPA of all bargaining unit positions it has identified as eligible for telework, the number of days per week each position is eligible to telework, and whether a position eligible to telework five days per week is also eligible for TEAP. OGC will meet with NTEU 243 and POPA to discuss these determinations, including any positions OGC has identified as ineligible for telework and the reason(s) therefore. OGC will publish individual position eligibility lists after discussing eligibility determinations with the Unions.

4. Future Discussions and Cooperation:

- a. The parties agree that they will meet periodically at the request of any party to discuss proposed changes to the Program. The party wishing to propose a change in the Program will contact the other parties to set up a meeting to discuss the topic. The parties will agree to further meetings as long as resolution of any issue(s) remain a possibility through informal and collaborative efforts.
- b. Changes agreed upon by the parties will be implemented as soon as practicable and reasonable notice will be given to the impacted participants.
- c. If agreement is not reached informally pursuant to the provisions above, any party may reopen this agreement after one year from implementation, by giving notice to the other parties of their request to renegotiate.

Signatures

For the USPTO

For the Unions

Users, Otto, John

Digitally signed by Users, Otto, John
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**Office of the General
Counsel
Telework Program
March 2022**

OGC TELEWORK PROGRAM

March 2022

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I. Provisions Applicable to all Telework Participants

A. Introduction

1. **Program Overview.** The OGC Telework Program (Program) allows eligible employees to perform assigned duties at an approved telework location, including their home. The Program is designed to deliver on the missions of OGC and its customers while providing employees with workplace flexibility. The Program includes three telework options: situational, routine, and remote. Participation in the Program is voluntary and does not change the conditions of employment except as specified in these provisions.

[Section I](#) of this document is applicable to all Program participants (participants). [Section II](#) outlines additional provisions applicable to participants who elect situational telework. [Section III](#) outlines additional provisions applicable to participants who elect routine telework for one to five days per week, including participants who encumber positions eligible for remote telework and voluntarily elect routine telework. [Section IV](#) outlines additional provisions applicable to participants who elect remote telework. [Section V](#) outlines provisions for a temporary medical exception to leverage telework options for which their position is otherwise not eligible.

2. **Definitions.** The following definitions are used for the purposes of the Program:
 - a. **USPTO office** is defined as the USPTO headquarters in Alexandria, VA, unless otherwise designated as another location.
 - b. **Official duty station** is the city/town and state in which an employee's official worksite is located. For purposes of this program, the official duty station will always be in the United States (currently defined as the 50 United States, the District of Columbia, and Puerto Rico). An employee's official duty station is the location that is documented on the most recent SF-50, *Notification of Personnel Action*.
 - c. **Official worksite** is the location where an employee regularly performs their assigned duties. This may be a USPTO office or a primary alternate worksite¹.
 - d. **Alternate worksite** is an approved telework location. Approval must be received in advance of teleworking from an alternate worksite. A teleworking employee may have both a **primary alternate worksite** (i.e., the principal telework location, likely an employee's home) and one or more **secondary alternate worksites** (e.g., a relative's

¹ If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the USPTO office remains the official worksite, regardless of whether that is the location where the employee performs most of their work.

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home, or a vacation or second property). See [Section I.D.](#) for alternate worksite requirements.

- e. ***Situational telework*** is defined as performing assigned duties at an approved alternate worksite occasionally and on a case-by-case basis (i.e., the employee does not telework on an ongoing and regular telework schedule). Supervisory approval is required each time the employee teleworks. Situational telework may also be referred to as episodic, intermittent, or ad-hoc. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section II](#) for situational telework provisions.
- f. ***Routine telework*** is defined as performing assigned duties at an approved alternate worksite on an approved ongoing and regular telework schedule. The participant routinely teleworks for one to five days per week and performs assigned duties at the USPTO office for four days to one (1) day² per week. The participant works at both the alternate worksite and at the USPTO office during each bi-week. The number of days eligible for telework are determined assuming a five-day workweek. This does not preclude an employee from using work schedule flexibilities to work less than the number of days eligible for telework at the approved alternate worksite, so long as the participant is working at the USPTO office in accordance with the expected number of days defined in the position eligibility. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section III](#) for routine telework provisions.
- g. ***Remote telework*** is defined as performing assigned duties at an approved alternate worksite for five days per week (e.g. all hours in a bi-week) without a requirement to routinely report to the USPTO office. A remote telework participant decides, for their convenience, to change their official duty station (and therefore official worksite) from the USPTO office to the city/town and state of their primary alternate worksite (e.g., the participant's home) thereby eliminating the need to report to the office on a bi-weekly basis.³ See [Section IV](#) for remote telework provisions.
- h. ***Telework Enhancement Act Program (TEAP)*** is a remote telework option that allows participants who live greater than 50 miles from the USPTO office to decide, for their convenience, to change their official duty station from the USPTO office to the city/town and state of their approved telework location (e.g., the participant's home). The participant must travel to the USPTO office for a minimal number of mandatory

² If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the reporting requirement is met by working in the USPTO office for a minimum of 15 minutes per week.

³ If an employee teleworks five days per week and maintains the USPTO office as their official duty station, they are participating in routine telework and must report to the USPTO office at least two times per bi-week. [See [Section III.A.2.](#)]

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trips when directed by the USPTO. When enrolled in TEAP, the participant waives their right to travel expenses for the minimal number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). See [Section IV.C.](#) for additional details.

B. Eligibility

1. **Activities Not Suitable for Telework.** Positions generally eligible for telework are those positions with a sufficient volume of tasks that are suitable to be performed at an alternate worksite. Examples of the type of work that cannot be performed at an alternate worksite and will therefore limit the number of days a position is eligible for telework are:
 - a. Activities that require physical face-to-face personal contacts;
 - b. Activities that are restricted to a certain location;
 - c. Intake or distribution of postal mail or otherwise working with paper-based documentation not maintained in electronic format that are not portable and must not be duplicated;
 - d. Hands-on contact with machinery, equipment, vehicles, or files; or
 - e. Direct handling of classified or other secure materials that are not appropriate to access remotely.
2. **Position Eligibility.** The number of days a position is eligible to telework will be determined by evaluating the daily volume of tasks that are suitable to be performed at an alternate worksite and the daily volume of tasks that must be performed at the USPTO office. There are nine possible outcomes for each position's eligibility determination, based on a five-day workweek:
 - a. Not eligible for telework: the position's duties can only effectively be performed at the USPTO office.
 - b. Situational Telework: the position's duties are typically only able to be effectively performed at the USPTO office, but occasionally the employee's duties and the USPTO's needs are capable of being modified on a case-by-case basis to support non-routine performances of duties at an approved alternate worksite.

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c. Routine Telework:

- i. *1 day per week:* the position's duties, and the USPTO's needs, are suitable for allowing 1 day per week of routine telework. Employees in the position are expected to work at the USPTO office at least 4 days per week.
- ii. *2 days per week:* the position's duties, and USPTO's needs, are suitable for allowing 2 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 3 days per week.
- iii. *3 days per week:* the position's duties, and the USPTO's needs, are suitable for allowing 3 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 2 days per week.
- iv. *4 days per week:* the position's duties, and USPTO's needs, are suitable for allowing 4 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 1 day per week.
- v. *5 days per week:* the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of routine telework. If an employee chooses this telework option they maintain the USPTO office as their official duty station and they must report to the USPTO office at least two times per bi-week for 15 minutes for each occurrence to meet the recurring reporting requirement. This option is sometimes referred to as hoteling. [See [Section III.C.](#)]

d. Remote Telework:

- i. *50-Mile Program (5 days per week):* the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of remote telework⁴. If an employee who lives within 50-miles of the USPTO office chooses this option, their approved alternate worksite becomes their official duty station and they are not required to report to the USPTO office on a regular basis.
- ii. *TEAP (5 days per week):* the position's duties, and USPTO's needs, are suitable for allowing 5 days per week of remote telework at an alternate worksite greater than 50 miles from the USPTO office. Assigned duties can be performed at the alternate worksite in all but a few instances per year with sufficient notice given to the participant to return to the USPTO office.

⁴ If an employee teleworks five days per week and maintains the USPTO office as their official duty station, they are not participating in 50mi or TEAP and are participating in routine telework and must report to the USPTO office at least two times per bi-week to meet the recurring reporting requirement. [See [Section III.C.1.](#)]

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3. **Review Positions for Eligibility.** Annually, OGC will review positions to determine the number of days each position is eligible for telework. In addition, each position eligible to telework five days per week will be evaluated for TEAP eligibility. A position eligible for TEAP is one that the position's duties, and USPTO's needs, are not expected to require the participant to report to the office for extended or multiple periods of time (e.g., no more than three times per year). Once a bargaining unit position is deemed eligible for TEAP, the TEAP eligibility will not be removed if a participant occupying the position is enrolled in TEAP.
4. **Individual Eligibility.** Employees in a position deemed telework eligible are eligible to telework after they satisfy the minimum requirements outlined in the provisions of the Program [See requirements at [1.C.2.](#)] and they meet the statutory eligibility requirements [See Section [1.B.5.](#)]. The number of days a position is deemed eligible for telework will decree the maximum number of days an employee is eligible to telework.
5. **Statutory Eligibility⁵.** An employee is not eligible to participate in the Program if they: 1) have been officially disciplined for being absent without permission (i.e., absent without leave (AWOL)) for more than five days in any calendar year, or 2) have been officially disciplined for violations of subpart G of the [Standard of Ethical Conduct of Employees of the Executive Branch](#) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
6. **Position Changes.** Employees joining OGC from another USPTO position will be required to apply for participation in the Program, subject to their new position's eligibility determination. Employees moving from one position to another within either OGC are not required to reapply to the Program, but may be required to adjust their selected telework option and/or telework days based on their new position's eligibility and/or OGC's needs, as the case may be. The employee must discuss their schedule, the assigned duties to be performed at the alternate worksite, duty station and reporting requirements, and agreed-upon methods for communication and collaboration with their new position's supervisor.

C. Application

1. **Request.** An employee may participate in the Program to the maximum extent permitted by their position eligibility, or participate less than the maximum permissible, if applicable. (E.g., an employee in a position eligible for four days of telework per week may elect to

⁵ Telework Enhancement Act of 2010, as amended, 5 U.S.C § 6502(a)(2) (2016).

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participate on a four day per week basis, a fewer number of days per week, or not to telework at all.)

As described in [I.C.2](#), below, employees wishing to participate in the Program will submit a request through the USPTO's [Enterprise Telework Information System \(ETIS\)](#), specifying the program option and number of days per week they wish to telework, as follows:

- a. *Situational*. As described in [Section II](#), participants in this telework option generally report to the USPTO office five days per week, but are authorized to occasionally telework, up to the maximum number of days per week for which their position is eligible, as the employees' duties and/or circumstances make desirable.
- b. *Routine: one day per week*. As described in [Section III.B](#), participants in this option report to the USPTO office four days per week. When at the USPTO office, a one day per week participant will maintain their status quo office.
- c. *Routine: two days per week*. As described in [Section III.B](#), participants in this option report to the USPTO office three days per week. When at the USPTO office, a two day per week participant will maintain their status quo office.
- d. *Routine: three days per week*. As described in [Section III.B](#), participants in this option report to the USPTO office two days per week. When at the USPTO office, a three day per week participant will share an office with another employee.
- e. *Routine: four days per week*. As described in [Section III.B](#), participants in this option report to the USPTO office one day per week. When at the USPTO office, a four day per week participant will share an office with another employee.
- f. *Five days per week*. If electing to telework five days per week, a participant is presented with three five day per week program options. One option is routine telework and the other two are remote telework, as follows:
 - i. *Routine: Hoteling*. As described in [Section III.C](#), participants in this option report to the USPTO office at least two times per bi-week for a minimum of 15 minutes at each occurrence on a schedule of their choosing. Participants will relinquish their USPTO designated office and, when at the USPTO office to meet the minimum reporting requirement, a five day per week routine telework participant will use temporary or "hoteling" office space.
 - ii. *Remote: 50-Mile*. As described in [Section IV.B](#), participants in this option elect to designate their approved alternate worksite within 50 miles of the USPTO office as their official worksite and official duty station. The participant has no routine

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reporting requirement to the USPTO office. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a remote telework participant will use temporary or “hoteling” office space.

- iii. *Remote: TEAP.* As described in [Section IV.C.](#), participants in this option elect to designate their approved alternate worksite greater than 50 miles from the USPTO office as the participant’s official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office, but is responsible for paying for certain mandatory trips to the office as set forth in [Section IV.C.](#) The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a remote telework participant will use temporary or “hoteling” office space.

2. **Requirements.** All employees who wish to participate in the Program must meet or complete the following requirements. Additional information about each item is located at the referenced section of this document.

- a. Be in an eligible position. [See [Section I.B.](#)]
- b. Read the Program Guidelines (this document).
- c. Hold a conversation with your immediate supervisor to discuss:
 - i. The desired telework program option and schedule based on position eligibility. [See Sections [I.B.](#), [I.C.1.](#) [I.G.](#), and [III.B.1.](#)]
 - ii. The assigned duties to be performed at the alternate worksite(s), [See Sections [I.B.](#), [III.A.](#), and [III.B.](#)]
 - iii. OGC work schedule operating parameters, including agreed-upon methods for communication and collaboration. [See Sections [I.E.3.](#), [I.F.](#), and [I.G.1.](#)]
 - iv. Worksites, including the primary alternate worksite, the official worksite, and whether there will be more than one alternate worksite. [See [Section I.D.](#)]
 - v. If teleworking three or four days per week, which requires a participant to share an office, discuss office move and sharing logistics to execute the move. [See [Section III.B.3.](#)]
 - vi. If teleworking five days per week, which requires a participant to relinquish their office, discuss the process for moving out of their office and reserving a hoteling room. [See Sections [III.C.2.](#) and [IV.A.3.](#)]

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- d. Review the alternate worksite(s) safety and security guidelines located on the USPTO Telework Resources website. [See Sections [I.D.5.](#) and [I.D.6.](#) and [Appendix A.](#)]
 - e. Secure approved internet service. [See [Section I.E.2.](#)]
 - f. Complete USPTO Teleworker Training: Telework Effectiveness and submit your certificate to your supervisor and the Business Unit Telework Coordinator. [See [Section I.C.5.](#)]
 - g. Submit an application for telework through the [ETIS](#).
 - i. If on-boarding as a new employee with the USPTO, complete a temporary telework agreement before teleworking [See [Appendix B.](#)]. New employee information is loaded into the ETIS approximately three weeks after an employee's start date. The temporary agreement must be replaced by a permanent application and agreement through the [ETIS](#) within two months after the employee's start date.
 - h. Request and receive applicable telework equipment. The universal laptop and SecurID are the minimum equipment required to begin teleworking. [See Sections [I.C.5.](#) and [I.E.1.](#)]
 - i. If applying for a remote telework option, work with your supervisor to obtain approval and complete the Office of Human Resources (OHR) procedures to change your official duty station. [See [Section IV.](#)]
 - j. If applying to telework five days per week and not changing your duty station from the USPTO office, discuss the recurring reporting requirement with your immediate supervisor. [See [Section III.C.1.](#)]
3. **Approval.**
- a. Decisions to grant or deny telework requests will be made by the participant's immediate supervisor based on whether the position is eligible, whether the employee meets the requirements to participate in the Program [See [Section I.C.2.](#)], and whether the employee's request is otherwise consistent with the Program. The maximum number of days per week an employee may participate will be based on the number of days the position is eligible for telework.
 - b. Decisions on requests to grant or deny a telework request will be made promptly using the [ETIS](#), generally within one week of submission of the request. Decisions to grant will include the number of days the employee is permitted to telework per week.

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Decisions to deny will include the reason for denial. An employee may appeal a decision to deny to the second level supervisor with a copy to the Business Unit Telework Coordinator.

- c. Employees approved to telework who are not already teleworking or onboarding virtually will be authorized to begin telework the first full pay period after completing the required training and receiving the minimum amount of equipment to telework. The immediate supervisor may permit teleworking sooner at their discretion. Refer to [Section I.C.9](#) for additional guidance about modifications to telework program options.
4. **Telework Agreement.** All participants must have an approved telework agreement denoting the telework option selected and signed by the employee and supervisor to begin telework. The telework agreement will be completed when applying for telework through the [ETIS](#). Participants who opt for remote telework are required to change their duty station [See [Section IV](#)] and acknowledge that (a) they will not be reimbursed for travel between their alternate worksite and the USPTO office except as specified in [Section IV](#), and (b) a duty station change could impact pay and benefits.
5. **Equipment Deployment.** All participants must receive the minimum amount of equipment to perform official duties at the alternate worksite before teleworking. Follow the steps outlined below to request and receive your equipment. Participants will be provided with the minimum amount of equipment as soon as practicable after the approval of the telework request. [See [Section I.E.1](#).]
 - a. Contact the Telework Coordinator after completing [Section I.C.2 steps a. through g.](#)
 - b. The Telework Coordinator will send the employee a Telework Equipment Deployment spreadsheet template to finalize in accordance with the guidelines included in [Section I.E.1](#).
 - c. Deliver the completed spreadsheet to immediate supervisor for approval.
 - d. The supervisor will review the spreadsheet for compliance with equipment listed in [Section I.E.1](#) and submit it to the Telework Coordinator representing their approval.
 - e. The Telework Coordinator will request the equipment.
 - f. The employee will be notified when the equipment is ready to be delivered or retrieved from the [USPTO Telework Depot](#).
 - g. If on-boarding as a new employee with the USPTO virtually, before the on-board date the employee will be contacted by the OHR, the employee's supervisor, and/or the Telework Coordinator to arrange for equipment deployment. The Telework

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Coordinator will work with the employee's supervisor to define equipment needs and request equipment deployment.

- i. The USPTO, OCIO will ship equipment to the employee to be received at least two days prior to the start date.
 - ii. The USPTO, OCIO will also deliver the employee's network account information and SecurID or other means of alternate authentication prior to the start date.
6. **Training.** All participants teleworking for the first time must complete telework training before an employee is permitted to telework. If on-boarding as a new employee with the USPTO virtually, Training should be completed no later than two weeks after the employee's start date. The employee may contact the Telework Coordinator for assistance in locating the training. Managers should also complete [Manager Training: Telework Effectiveness](#). The Agency will ensure that such training is made available promptly to all participants whose requests to telework are approved.
 7. **Telework Agreement Updates.** Participants will use the [ETIS](#) to update their telework agreement when participant telework information changes and annually for recertification, including that the participant reviewed the safety guidelines for alternate worksite(s). The Agency will remind all participants of the recertification requirement annually. The safety guidelines are posted on the [Telework Program Office](#) website and at [Appendix A](#). Participants are responsible for updating the [ETIS](#) and telework agreement to ensure the Program option and address(es) of the alternate worksite(s) are accurate at all times.
 8. **Participant Telework Program Changes.** The participant's telework schedule should reflect the program option selected in ETIS and recorded on the telework agreement. If a participant is regularly teleworking or working in the office on a schedule different than the program option selected, the participant or the supervisor should initiate a conversation about modifying the telework program option selected in ETIS using the procedures outlined in [Section I.C.9.](#), below.
 9. **Modifications.** Participants may permanently modify their telework program option by selecting telework program option and days up to the maximum number of days for which the position is eligible using the [ETIS](#). There are no advance notification requirements for participants whose positions are eligible to telework five days per week and who request to update their telework program option in a manner that does not impact office arrangements (e.g., changing from one day to two days per week telework or from five days per week with a reporting requirement to the 50-mile program).

Participants who encumber positions eligible to telework less than five days per week must discuss schedule changes with their supervisor if requesting to reduce the number of

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days working at the USPTO Office.

Otherwise, to allow for office arrangements, participants will notify their supervisor and the Telework Program coordinator via email at least two weeks in advance of modifying a telework program option from less than four days per week telework to five days per week telework or withdrawing from the program; and four weeks in advance of changing status from five days per week telework to less than four days per week telework. For exigent circumstances the Office will process employee requests in less than 4 weeks by providing hoteling or temporary office space to the employee until a permanent workspace can be arranged.

See [Section III.B.2](#) for guidance on temporary schedule changes.

D. Worksites

1. **Locations.** Participants will designate a primary alternate worksite as the location where hours will be worked while not at the USPTO office. If a participant desires, they may designate an additional location as a secondary alternate worksite. All alternate worksites must be located in the fifty (50) states of the United States, the District of Columbia, or Puerto Rico. The designation of a participant's official worksite is dependent on the designation of a participant's official duty station, as follows:
 - a. A situational telework participant's official worksite is the USPTO office.
 - b. A routine telework participant's official worksite is the USPTO office.
 - c. A remote telework participant's (i.e., a 50-mile or TEAP option⁶) official worksite is their primary alternate worksite (home or other approved telework location) because the participant has changed their official duty station to the city/town and state of their primary alternate worksite.
2. **Alternate Worksites.** An alternate worksite may be the participant's home or other approved appropriate location. The participant must designate a room or location in their alternate worksite for placement and use of the equipment provided for the Program. Participants are responsible for purchasing and maintaining all office furniture at the alternate worksites.

⁶ A five day per week telework participant who chooses to maintain the USPTO office as their official duty station (i.e., non-50-mile and non-TEAP) is a routine telework participant. See [Section III.C.1](#) for requirements to report the USPTO office at least two times per bi-week.

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Participants are responsible for ensuring compliance with all local laws or rules governing an office in their home. Participants who are renters are responsible for ensuring that their lease allows the installation of all the necessary equipment and connection services (e.g., compliant internet service) for the Program.

Participants are responsible for any utility cost, cooling, heating, and lighting at the alternate worksites. Participants are responsible for any re-wiring, updating, and improvements necessary to bring the electrical connections in an alternate worksite up to the required standards.

3. **Working at a Secondary Alternate Worksite.** Secondary alternate worksites are subject to the rules outlined in [Section I.D.2.](#) above. Participants must request approval to work at a secondary alternate worksite through [ETIS](#) prior to working from that location.

Requests are not necessary for each use of a secondary alternate worksite once the secondary alternate worksite is approved through ETIS. However, the participant must communicate the routine and recurring schedule with their immediate supervisor.

The amount of time spent working at the secondary alternate worksite cannot exceed 6 months in any 12-month period otherwise the secondary alternate worksite should be changed to become the primary alternate worksite. Employees must track their time at alternate worksites; if the intended stay at any secondary alternate worksite exceeds 6 months in a 12-month period, then the participant must make an address change in [EPP](#). The participant's supervisor initiates a Personnel Action Request (PAR) to change the duty station in the designated USPTO human resources system. See [Section IV.A.2.](#) for additional guidance on changing your duty station.

A participant whose official worksite is at the USPTO office will generally not be permitted to work at a secondary alternate worksite that is outside of a 50-mile radius of their USPTO office for a full bi-week or more at a time, unless the participant reports to the USPTO office at least two times per bi-week [See [Section III.C.1.](#)], meets one of the exceptions in [5 C.F.R. § 531.605\(d\)\(2\)](#), or has been granted a temporary medical exception [See [Section V](#)].

4. **Transporting Equipment.** When a participant has been approved to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites [See [Section I.E.7.](#)]. The participant is also responsible for determining the equipment necessary to successfully perform their official duties at the secondary alternate worksite. A participant will only be issued one set of telework equipment in accordance with the standards outlined in [Section I.E.1.](#)

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5. **Safety Guidelines.** All participants will review the alternate worksite(s) safety and security guidelines located on the USPTO Telework Resources intranet site. [See [Appendix A.](#)]
6. **Security.** All alternate worksites must meet security and privacy requirements, including those established and occasionally updated by OCIO regarding IT security [See [Section I.E.4.](#)]. Participants are not permitted to work in a public area, e.g., a coffee shop, an airport terminal, or outside in a park.
7. **Inspection.** The participant will permit other USPTO employees and contractors to access the alternate worksite during the hours from 9:00 AM to 5:00 PM, Monday-Friday (excluding holidays) upon two business days' notice to the participant. Accessing the alternate worksite will be for the purpose of installing, repairing, maintaining, or removing work equipment, software, or other USPTO property, to investigate an accident or a worker's compensation claim, or to investigate other work related or safety problems arising from the administration of the Program. The parties may mutually agree to a time outside of these hours.

E. Equipment, Tools, and Supplies

1. **Standard Equipment.** Participants will be provided with a standard suite of IT equipment necessary to perform official assigned duties remotely at the primary alternate worksite as soon as practicable after the approval of the telework request. A participant may decline deployment of equipment if, after consultation with their supervisor, they deem the equipment is not necessary to productively perform official assigned duties at the primary alternate worksite (e.g., no printer, one monitor instead of two, etc.). Standard equipment includes the following:
 - a. 5 days per week: A universal laptop; docking station; two monitors; webcam; printer (provided the supervisor deems it necessary to perform assigned official duties); telephone headset; keyboard; mouse; SecurID (FOB) or other means of alternate authentication; fingerprint reader⁷; and other related peripherals.
 - b. 3 and 4 days per week. A universal laptop, docking station, two monitors, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals. A printer may be issued if the immediate supervisor deems it necessary to perform assigned official duties. Immediate supervisor approvals must be provided to the Telework Coordinator before printers will be deployed. If a participant is issued an approved printer to use at

⁷ Fingerprint readers will be provided to TEAP participants, only.

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the alternate worksite, the employee will relinquish their personal office printer and use a shared network printer.

- c. 2 days per week or less. A universal laptop, docking station, one monitor, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals.
- d. Situational telework. A universal laptop and SecurID (FOB) or other means of alternate authentication.

To ensure a seamless customer experience, participants are required to use USPTO assigned phone numbers for communication with colleagues and customers.

Necessary equipment will be provided to the participant as soon as practicable after the approval of the telework request. The universal laptop and SecureID (FOB), or other designated authentication technology, is the minimum equipment required to begin teleworking.

2. Internet Service.

- a. **Requirements.** All participants must have high-speed broadband internet service such as cable or fiber optic that meets [USPTO's virtual private network \(VPN\) connection requirements](#) at all alternate worksites. Wired connectivity is recommended. Employees may choose to work either wired or wirelessly, but must be able to connect with a wired connection as needed to improve connectivity or upon OCIO request (e.g., in responding to a service request or to facilitate updates).
- b. **Internet Service (IS) Reimbursement.** Given that participants who telework five days per week have relinquished their USPTO office, they are eligible for IS cost reimbursement at their approved alternate worksite(s) in accordance with the USPTO ISP Reimbursement Policy.

- 3. **Collaboration Tools.** Participants must use USPTO collaboration tools in accordance with the USPTO's [Time and Attendance Tools, Communication, and Collaboration \(TACC\) Policy](#), or any policy that supersedes it. Collaboration tools include, but are not limited to: instant messaging and chat; document/desktop sharing and whiteboard features; virtual meeting tools; video communication and conferencing equipment; and presence indicator. Employees will be required to use their video communication tools (i.e., camera) in accordance with POPA and NTEU 243 negotiated agreements for specific meetings and when their active participation during such meeting is required.

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4. **IT Security.** Participants are responsible for the security of Federal government property, information, and information systems at all alternate worksites. If not properly implemented, telework may introduce vulnerabilities into USPTO systems and networks. To prevent security incidents, participants are required to protect information and information systems commensurate with risk and complete the annual USPTO mandatory IT Security Awareness Training.

Information associated with official business should be stored in controlled, accessible, and safeguarded locations. Participants should store information in places that are adequately accessible to other colleagues (with a need to know) and backed up (e.g., shared drives, SharePoint) and refrain from desktop storage. Participants will not store USPTO information on personal devices or accounts.

The creation of paper copies containing sensitive information should be minimized to the greatest extent possible while teleworking. Most home or non-industrial shredders do not meet the General Services Administration's (GSA) approved cross-cut shredder requirement; therefore, these paper files must be stored in a locked drawer or room until participants can return to campus and utilize GSA-approved shredders. Please contact the USPTO Records Officers or CUI Managers if you have hard copies at your alternate worksite and are unable to adequately secure and store the documents until you can return to the USPTO. Please email CUI@uspto.gov with any questions related to properly disposing of records.

- a. Care must be taken to ensure records subject to the [Privacy Act](#) (5 U.S.C. § 552a, Records Maintained on Individuals) and sensitive but non-classified data are not disclosed to anyone except those who have authorized access to perform their duties. Participants should refer to the [Rules of the Road](#).
- b. Participants are responsible for the security of all official information, protection of any government furnished equipment and property, and the execution of the mission of the USPTO at the alternate worksite(s) in accordance with existing USPTO and DOC policies.
- c. Any USPTO owned equipment is for official use only. Use of the equipment for private purposes is prohibited except as permitted by the USPTO [Rules of the Road](#). Family members and friends of Participants are not authorized to use any government furnished equipment.
- d. Participants are to comply with all security related USPTO policies including the USPTO [Rules of the Road](#). These policies may be found on the USPTO intranet website.

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5. **USPTO Equipment Failures.** Participants are to contact the USPTO Service Desk to report Agency-provided equipment or software failures or problems, including connecting via the VPN, as soon as they are discovered and follow the procedures provided by the Service Desk. In the event that VPN or Agency provided equipment problems (including USPTO power outages) prohibit working at an alternate worksite, the participant must notify their immediate supervisor. The participant may consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite and determine how to record time. See [Section I.G.7.](#) for guidance about non-weather related equipment failures at the alternate worksite(s) (e.g., participant power outages and interruptions in internet access) and [Section I.I.1](#) for weather related outages.
6. **Ownership and Maintenance.** USPTO maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant by the agency. The USPTO acts as the insurer for damage, theft, or other loss (e.g., fire, flood, etc.) of the USPTO equipment and materials only. Equipment provided by the Agency will be serviced and maintained by the Agency.
7. **Safeguarding Assets.** All participants are responsible for reasonably safeguarding and protecting government issued equipment. The accountability and security of IT resources [See [Section I.E.4](#)] extends to your alternate worksite(s), residence, other approved telework location, and/or other areas in which you use, travel with, and store the equipment. When a participant chooses to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites. Reasonable safeguards must be consistently exercised to ensure that government property is not vulnerable to any negligence or potential criminal activity. When a participant is assigned a piece of equipment, including the Universal Laptop, the participant is responsible for reasonable safeguards of its physical safety, as well as the data stored on it. Suggestions for safeguarding equipment and procedures for reporting lost, stolen, or damaged equipment are available on the [USPTO's Asset Management intranet page.](#)

Participants will provide property custodians with all information requested to inventory assets and will provide timely notice of equipment changes and issues.
8. **Returning Equipment.** Any equipment provided to the participant for use at the alternate worksite(s) should be returned to the Agency generally within five business days from the end of the participant's participation in the Program, unless exigent circumstances exist. Any equipment that was deployed to the participant and is not needed to perform official duties should be returned as soon as the participant deems the equipment as unnecessary.

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A participant returning equipment must notify the Telework Coordinator to facilitate the return.

The USPTO may require return or exchange of Agency provided equipment. Except for remote telework participants enrolled in TEAP, participants may be required to report to the USPTO office to receive equipment or to repair or exchange equipment.

9. **Supplies.** Participants enrolled in TEAP who have been issued a printer will use the [TEAP Operating Procedures](#) to request toner and paper required to carry out official assigned duties. Unless otherwise defined, TEAP participants are expected to pick up all other small office supplies while on a trip to the USPTO office.

Also, unless otherwise defined, all other telework participants may pick up small office supplies required to carry out their official assigned duties from the USPTO office and those who have been issued a printer may pick up paper and toner from the USPTO office.

- F. **Collaboration and Engagement.** Employee engagement is a priority for OGC and to facilitate collaboration and successful interactive relationships employees should leverage collaboration tools, such as video conferencing, instant messaging or chat tools, and other USPTO approved collaboration software to stay connected. Employees are permitted to upload a workplace appropriate picture of themselves in USPTO collaboration tools so that colleagues and customers can associate names and faces. Please see the [Time and Attendance Tools, Communication, and Collaboration \(TACC\) Policy](#) for further information.

G. Schedules and Time and Attendance

1. **Work Schedules.** Employees teleworking five days per week must elect to work the Increased Flexitime Program (IFP) or Increased Flexitime Schedule (IFS) work schedules. See the [OGC Flexible Work Schedule Options](#) or applicable bargaining unit agreement.
2. **Timesheets.** Participants will use the "Telework Home" transaction code (or other designated method to report telework time) with the appropriate PPA codes to indicate in the time and attendance system which days were worked at the alternate worksite(s) and the number of hours worked at the USPTO office and alternate worksite(s) each day.
3. **Holidays.** Participants working at an alternate worksite will be granted the same holidays as employees at the USPTO office, unless otherwise determined by the Office of Personnel Management. Early dismissal of USPTO employees or closure of the USPTO office for non-emergency conditions, such as on the day prior to a Federal holiday, will be granted to participants working at an alternate worksite.

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4. **Overtime and Compensatory Time.** Overtime and compensatory time may be worked at an alternate worksite so long as the time has been approved by the participant's supervisor prior to working the additional hours.
5. **Leave.** All forms of approved leave, including compensatory time, may be used on days on which the participant is scheduled to work at the USPTO office or approved alternate worksite. Leave, however, may not be used on a regular basis to avoid working at the USPTO office on a non-telework day or to avoid meeting a routine telework participant's twice per bi-week reporting requirement [See [Section III.C.1.](#)].
6. **Multiple Locations in a Given Day.** A participant may work at the USPTO office and/or multiple alternate worksites on the same day. A participant who chooses to work at multiple locations on the same day must notify their immediate supervisor and comply with the requirements of the policy on communication and collaboration with respect to posting work hours (to include time zone, if outside of Eastern Time zone) regardless of where they work. Participants must mid-day flex (if on IFP/S) or take leave to accommodate travel time required for commuting to and from the various work sites. [See [Section III.B.](#) for routine telework schedule requirements.]
7. **Inability to Work at an Alternate worksite.** If an employee is prevented from working at an alternate worksite for reasons other than inclement weather (e.g., non-weather related power or internet outage at the alternate worksite or lack of dependent care), the participant must either (1) report to the USPTO office to perform official duties if not a TEAP participant, (2) obtain approval to work at a secondary alternate worksite, (3) if on IFP/S, change their work schedule by reducing the number of hours worked on that day, or (4) request appropriate leave, at the participant's option. If able to work, the participant may also consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite. The participant will not be reimbursed for any travel or related expenses for commuting between their alternate worksite(s) and the USPTO office and all trips will not be on duty time. See [Section I.E.5.](#) for guidance related to a USPTO equipment failure and [Section I.I.1.](#) for weather related conditions.

H. In-person Events

1. **Virtual First.** When technology is available, and consistent with the purpose of the event, meetings will be held so that participants working remotely can participate fully via video conference.
2. **Mandatory Attendance.** Participants may be required to report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other individual, team-, Office-, or Business Unit-wide events.

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Participants will be given as much notice as possible of any meeting or activity that they must attend in person. Absent exigent circumstances, participants will not be required to report to the USPTO office on the same day that notice is provided to the participant and the USPTO will endeavor to meet the notification timelines outlined below.

- a. **Office coverage to address business needs or non-portable work activities:** Generally, for participants not enrolled in TEAP, notice to report to the USPTO office will not be less than two days.
- b. **Group meetings:** Group meetings are defined as team, organizational (e.g.: section, branch, division, office), or business unit-wide meetings, to include training. For these planned events, the Agency has a goal of 4 weeks' notice, but at least 3 weeks' notice will be provided prior to the date of the meeting or training. This provides notification in accordance with TEAP operating procedures to ensure TEAP participants have adequate time to plan for a mandatory employee-paid trip.

All decisions to hold mandatory, in-person meetings will be approved by either the General Counsel, OGC Chief of Staff, a Deputy General Counsel, or their delegate(s).

I. Changes to Operating Status and Unscheduled Telework (e.g., Inclement Weather)

1. **Office Closures, Early Departures and Delayed Arrivals Due to Weather or Safety Events.** When a foreseeable weather or safety event causes the agency to close or authorize late arrival or early departure, any employee with a signed telework agreement (i.e., a Program participant) must be prepared to telework, flex around the full or partial closure, and/or take leave. Except as provided below, no employee with a signed telework agreement of any type (regular, situational, etc.) may receive Weather and Safety leave, regardless of whether the employee was scheduled to telework that day. In order to telework during a weather or safety event, participants must have their Universal Laptop at their alternate worksite. Unscheduled telework due to a closure, early dismissal, or delayed arrival due to weather or safety events will not count against the allowable telework days provided by this Program.

If weather related physical conditions affect the alternate worksite in a way that limits the employee's ability to perform their duties (e.g., power or internet outages at the participant's alternate worksite or the USPTO office), the employee may request Weather and Safety administrative leave or to work at a secondary alternate worksite. Participants may telework at an alternate worksite where there are dependents or others. However, for any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care. If dependent care prohibits the ability to perform telework for some portion of the work day during an office closure, early dismissal or

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delayed arrival, an employee may use a combination of flex time and unscheduled leave, with supervisory approval, to meet any dependent care needs and still accomplish work. See [Section I.K.1](#) for additional information on dependent care.

Weather and Safety leave may be available to a Program participant if the participant was not prepared to telework at their approved alternate worksite because either (1) the weather or safety event that caused the agency to close or authorize late arrival or early departure was not foreseeable or (2) reasonable circumstances prevented the employee from preparing to telework (e.g., the participant had been on leave until the day of the weather event, and the participant was not able to obtain their laptop before the weather or safety event). Find additional information on weather and safety leave at [Leave Administration, Appendix A: Impact of Weather and Safety Events on the Alexandria Campus and Randolph Square Building](#).

2. **Unscheduled Leave or Unscheduled Telework.** In the event OPM or USPTO declares that Federal agencies are open for the entire day with the option for “unscheduled leave or unscheduled telework,” Program participants may report to the USPTO office, telework on a non-telework day (if consistent with the employee’s work obligations), take unscheduled annual leave, or use a combination of work and annual leave to account for all of the regularly scheduled hours of the workday. A decision to telework on a day in which unscheduled telework is allowed will not count against the allowable telework days provided by this Program.

J. Performance Management.

Participants are expected to perform assigned duties and responsibilities at the alternate worksite. It is important that the alternate worksite be free from distractions that would impair a participant’s ability to perform official duties and provide the same time and level of attention to the work product as is available at the USPTO office. Participants will have their performance evaluated under the criteria set out in their performance appraisal plan. Situational and routine participants teleworking less than five days per week are in the best position to know whether they have sufficient work for a telework day. If the employee lacks sufficient work for a telework day, the employee should consult with the supervisor to see if there is additional work that can be done at the alternate worksite. If there is not enough work that can be done at the alternate worksite, the employee must work at the USPTO office or use leave to cover the hours for which there is no work. Participants shall provide details of work accomplished upon the request of their supervisor.

Participants who are on a Performance Improvement Plan (PIP) will not be required to change their telework arrangement due to the PIP. Whether the participant's official worksite is the USPTO office or an approved alternate worksite, a participant who is on a PIP will be required

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to commit to be available to receive assistance and training. The assistance may be provided at the USPTO office or virtually. The supervisor and the participant will attempt to find an agreeable time for the assistance to be provided, including providing reasonable notification in accordance with the intent of [Section I.H.2](#). The supervisor, however, retains the right to direct the participant to attend meetings or training at the USPTO office, including one-on-one training.

K. Miscellaneous Provisions.

1. **Dependent Care.** No telework arrangement is authorized which allows the participant to provide care to any individual during work hours. Participants shall have dependent care arrangements so that the participant's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the participant teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
2. **Transit Subsidy.** Participants continue to remain eligible for transit subsidies as set forth in the [USPTO Public Transit Subsidy Program](#).
3. **FECA and Alternate Worksite Injury.** Participants are covered under the Federal Employee's Compensation Act (FECA) if injured in the course of actually performing official duties at the alternate worksite. In order for a participant to be able to file a claim for worker's compensation, the participant who has an accident or injury while working at the alternate worksite must notify their immediate supervisor and report the accident or injury to a designated USPTO official in accordance with FECA requirements. Upon notification, the USPTO may investigate any reported accidents and injuries.
4. **Property Liability.** The USPTO will not be liable for damages to a participant's personal or real property during the course of performing official duties or while using Government equipment in the participant's residence, except to the extent the Government is held liable by the Federal Tort Claims Act, claims arising under the Military Personnel and Civilian Employees Claims Act, or other laws.
5. **Protecting Records.** Participants will apply approved safeguards to protect Agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the [Privacy Act](#) of 1974, Public Law 93-579, codified at 5 U.S.C. Section 552a. See [Section I.E.4](#) for additional IT Security requirements.

Participants are required to use electronic versions of documents and data whenever practical. When this is not practical, and solely for the purposes of this Program,

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participants will be permitted to remove USPTO copies of documents from the USPTO office in order to perform their officially assigned duties at an alternate worksite, unless such files have been identified by management as being inappropriate for removal from the USPTO office. The participant is responsible for the transportation and safeguarding of the documents and files to and from the USPTO office and alternate worksite(s). Original or official files may not be removed from the USPTO office unless specifically approved by the Agency.

When the USPTO has an unusual need for a document or file or other information that is located at the alternate worksite, the participant may be directed to provide the requested document, file or other information to the USPTO office within one business day by delivery means determined by the Agency. An unusual need is one that does not occur on a regular basis and cannot wait for the participant's scheduled return to the USPTO office or be resolved through other means.

6. **Union Activities.** Stewards and union officials may perform Union representational activities on official or bank time while teleworking.
7. **Personal Information.** Agency personnel will not divulge the addresses and private home or mobile telephone numbers of participants to the public or any other USPTO personnel who do not have a legitimate business need to know such information.

II. Provisions Applicable to Situational Telework Participants

- A. **Requesting Situational Telework.** A situational telework participant is expected to perform their assigned duties at the USPTO office regularly. Situational telework must be requested in advance and approved by the immediate supervisor. Requests for situational telework must include the dates the participant will telework and the work that will be performed at the alternate worksite on those dates.

Participants currently teleworking situationally in a position that is eligible for routine or remote telework who would like to move to routine or remote telework must modify their telework application in [ETIS](#) and follow the application procedures in [Section I.C.9](#). Additional information on routine telework may be found at [Section III](#) and additional information on remote telework may be found at [Section IV](#).

- B. **Offices.** Participants selecting a situational telework program option will retain their status quo office.

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- C. **Part Time Employees.** Part-time employees who encumber a position eligible for situational or routine telework may participate in situational telework.

III. Provisions Applicable to Routine Telework Participants

- A. **Overview.** A routine telework participant's official duty station remains the USPTO office and requires the participant to work at the USPTO office for a specified amount of time each week or bi-week as designated by their position eligibility determination.

1. Participants electing to telework one to four days per week will work at the USPTO office for four to one day(s) per week.
2. Participants electing to telework five days per week may elect either to retain the USPTO office as their official duty station and remain a routine teleworker or, if the participant's primary alternate worksite is located within 50 miles of the USPTO office, change the location of their official duty station to the primary alternate worksite in accordance with the procedures outlined in [Section IV.B.](#) and become a remote teleworker.

B. Routine Telework Participants Teleworking One to Four Days per Week

1. **Telework Schedule.** Participants eligible for routine or remote telework may request to telework one to four days per week, up to the number of days permitted by their position's eligibility determination. Participants electing this option are expected to perform their assigned duties at the USPTO office for one to four day(s) per week, as set forth in their position eligibility determination. Participants who select this option must consult with their immediate supervisor to define a telework schedule that identifies regular days to perform duties at the USPTO office each bi-week. For participants whose essential functions include duties that must be done at the USPTO office, the amount of time spent at the USPTO office on a non-telework day must be long enough to complete those essential functions and if a participant chooses to work at multiple locations on the same day they must notify their immediate supervisor.

Participants may not use IFP/S flexibilities or any combination of leave to regularly avoid any in-office requirements. Participants are not precluded from teleworking on fewer days than their position's eligible number of days. The day(s) a participant elects to perform assigned duties in the office will be the same each week and must be scheduled in advance and approved by the immediate supervisor to ensure office coverage.

On a situational basis, a one to four day per week routine telework participant's immediate supervisor may allow an employee to work additional days at an alternate

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worksite (i.e., supplemental situational telework) in accordance with the provisions for situational telework [See [Section II](#)]. Supplemental situational telework must be requested in advance and approved by the immediate supervisor. Requests for supplemental situational telework must include the dates the participant will telework in addition to the routine telework and the work that will be performed at the alternate worksite on those dates.

2. **Telework Schedule Changes.** Changes in USPTO office day(s) for participants whose position is eligible for routine telework one to four days per week must be requested in advance and approved by the immediate supervisor. These requests may be for a one-time change or for a permanent switch in the days performing assigned duties in the USPTO office. See [Section I.C.7.](#) and [I.C.8.](#) for permanent program changes. OGC may require temporary adjustments to USPTO office day(s) schedules to address business needs and office coverage for non-portable work activities.

Participants currently teleworking one to four days per week in a position that is eligible to telework five days per week who would like to move to five days per week telework must modify their telework application in [ETIS](#) and follow the application procedures in [Section I.C.7.](#) and [I.C.8.](#) Additional information on five day per week routine telework may be found at [Section III.C.](#) and on five day per week remote telework may be found at [Section IV.](#)

3. **Offices.** Routine telework participants who select a telework program option that places the participant at the USPTO office for two days per week or less will be required to share an office with another employee. Participants who share an office may coordinate their on-campus days, such that one of them uses the office at a time. Participants who select a telework program option that places the participant at the USPTO office for three days per week or more will remain their status quo office arrangements.

A Program participant whose selected telework program option places them in a shared office, and who changes the terms of their telework program and agreement in any way that places them at the USPTO office for three days per week or more, will be reassigned to an unshared office. A participant may have to remain in their shared office until individual office space is available.

Participants in a bargaining unit will be assigned an office as determined by their seniority consistent with existing Union agreements for office space. The bargaining unit employee should be issued the space they are entitled to within three months of notifying their immediate supervisor and Telework Program coordinator of the change.

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C. Routine Telework Participants Teleworking Five Days per Week

1. **Reporting Requirement.** An employee who elects to telework five days per week and maintains the USPTO office as their official duty station is required to report to the USPTO office at least two times per bi-week. Participants shall work at the USPTO Office for a minimum of 15 minutes for each occurrence in a manner consistent with IFP work schedule rules as to days and hours of work. All forms of approved leave, including compensatory time, may be used to meet the required hour(s) on this day but leave may not be used on a regular basis to avoid the requirements of this paragraph to work at the USPTO office two times per bi-week.
2. **Offices.** Routine telework participants who telework five days per week will not have an assigned office at the USPTO office and will reserve hoteling space on campus when working at the USPTO office, including when meeting the regular bi-weekly reporting requirement.
3. **Travel Expenses and Travel Time.** When a participant's official duty station is the USPTO office, all travel between home and the USPTO office is considered commuting time and will not be reimbursed.

- D. **Part Time Employees.** Part-time employees who encumber a position eligible for routine telework for less than five days per week may participate in telework. The percentage of time that may be worked at the alternate work site will be prorated as determined by the percentage of the employee's part-time schedule compared to a full-time schedule, times the number of days. Part time employees who encumber a position eligible for remote telework for five days per week, may telework 100 percent of their part time work schedule (the requirement to routinely report to the USPTO office two times a bi-week remains). Part time employees should consult guidelines on part time work schedules in the applicable collective bargaining agreement, labor contract, or other union agreements related to part time work.

IV. Provisions Applicable to Remote Telework Participants

A. Provisions Applicable to all Remote Telework Participants

1. **Overview.** A participant who elects to telework five days per week may elect to either retain the USPTO office as their official duty station in accordance with [Section III.C.](#) or change the location of their official duty station to the primary alternate worksite.

There is no requirement to routinely report to the USPTO office when a participant has changed their official duty station to the primary alternate worksite. The change in official duty station may impact a participant's pay and benefits because locality pay is based on

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the location of the official duty station. See Sections [IV.A.2](#), [IV.B.1](#), and [IV.C.2](#) for additional information on changing the official duty station.

Table 1 provides an overview of implications for regular and recurring reporting requirements to the USPTO office, employee pay and benefits, and travel expenses associated with changing the official duty station.

Table 1: Official Duty Station Implications

Key Elements	Teleworking < 50 Miles from Alexandria, VA		Teleworking > 50 Miles from Alexandria, VA	
	Routine: 5 days per week (Hoteling)	Remote: 50-Mile	Routine: 5 days per week (Hoteling)	Remote: TEAP
USPTO Program Reference	Routine: 5 days per week (Hoteling)	Remote: 50-Mile	Routine: 5 days per week (Hoteling)	Remote: TEAP
Official Worksite & Duty Station	USPTO Office	Primary Alternate Worksite	USPTO Office	Primary Alternate Worksite
Pay & Benefits	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite
Regular and Recurring Reporting Requirement	Two Times per Bi-week	None	Two Times per Bi-week	None
Travel for <u>Voluntary</u> Trips to USPTO Office or for Reporting Requirement	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office
Travel for <u>Mandatory</u> Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	For bargaining unit employees, employee Pays for the first Trip up to 5 Days, USPTO Pays thereafter. Non-bargaining unit employees: TBD.

- Process for Changing the Official Duty Station.** A remote telework participant will select one of two program options that permit a change of their official duty station, depending on the location of the approved primary alternate worksite. If the participant lives within a 50 mile radius of the USPTO office, they will select the 50-mile program option and follow the procedures in [Section IV.B.1](#). If the participant lives outside of a 50 mile radius from the USPTO office, they will select the TEAP program option and follow the procedures in [Section IV.C](#). The 50 miles is a point-to-point straight line distance from 600 Dulany Street,

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Alexandria, VA, 22314.

When changing the official duty station, participants are responsible for maintaining accurate human resource information as outlined in the Employee Human Resources Records Responsibilities document located on the Telework Resources website and at Appendix C.

3. **Offices.** Remote telework participants will not have an assigned office at the USPTO office and may use hoteling space, if available, when working at the USPTO office.
4. **Part Time Employees.** Part time employees who encumber a position eligible for remote telework, may telework 100 percent of their part time work schedule. Part time employees should consult guidelines on part time work schedules in the applicable collective bargaining agreement, labor contract, or other union agreements related to part time work.

B. Remote Telework Participants Working within 50 miles of the USPTO Office⁸

1. **Official Duty Station Changes.** Participants who live within a 50-mile radius⁹ of the USPTO office may request to change their official duty station to their approved primary alternate worksite (e.g., home address), which will be designated as their official worksite. A change in the participant's official duty station eliminates the requirement to report to the USPTO office at least two times per bi-week and changes the participant's pay (including locality pay) to the location of the primary alternate worksite, which may be a different locality pay than the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#) website. Questions about other potential changes to pay and benefits (e.g., health and life insurance, thrift savings plan, etc.) may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.

All changes to duty station are voluntary and for the convenience of the participant. See participant responsibilities in [Section IV.A.2](#). All changes to the official duty station must be pre-approved by the USPTO. If a participant's primary alternate worksite (e.g., home address) is within a 50-mile radius of the Alexandria office, a 50-mile radius telework program option may be selected. The participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system.

⁸ This category of remote telework is sometimes referred to as the "50-Mile Program".

⁹ The 50-mile radius is determined by ETIS.

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Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the supervisor and OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station.

2. **Working at the USPTO Office.** Participants may occasionally voluntarily work at the USPTO office. Participants working at the USPTO office are encouraged to reserve hoteling space to perform their official duties. Participants may also be required to occasionally report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other team-, Office-, or Business Unit-wide events.
3. **Travel Expenses and Travel Time.** When a participant's official worksite is their home address or other approved alternate worksite within a 50-mile radius of the USPTO office, they will not be reimbursed for any travel or related expenses for commuting between their official worksite and the USPTO office regardless of whether the trips are mandatory or voluntary. All such trips, regardless of the location of the official worksite, will not be on duty time.

C. TEAP Option for Remote Participants Working more than 50 miles from the USPTO Office¹⁰

1. **Telework Enhancement Act Program (TEAP).** TEAP allows participants teleworking five days per week whose position is TEAP eligible and who live greater than 50 miles from the USPTO office to decide, for their own convenience, to change their duty station to an approved telework location in the local commuting area of the city in which they live, if their position is designated as TEAP eligible. See participant responsibilities outlined [Section IV.A.3](#). The participant must travel to the USPTO office for mandatory trips when directed by the Office, and TEAP permits the participant to waive their right to travel expenses for a reasonable number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). Bargaining unit employees eligible for and participating in TEAP are responsible for paying for one mandatory trip per fiscal year for up to a maximum of five calendar days, which will be the first trip of the fiscal year. Participants who telework five days per week and who wish to participate in TEAP should refer to the [TEAP Operating Procedures](#) for program specifics.
2. **TEAP Operating Procedures.** The USPTO maintains a TEAP with operating procedures applicable to all USPTO employees. Employees who enroll in TEAP will abide by [TEAP Operating Procedures](#). Highlights of certain aspects of TEAP are outlined below. The

¹⁰ This category of remote telework option is referred to as TEAP.

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information contained herein is not intended to substitute or supersede the TEAP Operating Procedures.

- a. **TEAP Eligibility.**¹¹ All telework participants who encumber positions eligible for TEAP may apply to TEAP if they meet the TEAP eligibility requirements (e.g., changing the official duty station, waiving travel reimbursements, etc.). Generally, participants should be approved for TEAP three weeks in advance of any change in the official duty station or move.
- b. **TEAP Application and Approval.** If a participant's primary alternate worksite (e.g., home address) is outside of a 50-mile radius of the Alexandria office, a TEAP telework program option may be selected. The participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system.
- c. **TEAP Pay and Benefits.** Participation in TEAP may impact the participant's pay, due to locality pay differences from the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#) website. The TEAP Operating Procedures outline other potential changes to benefits (e.g., health and life insurance, thrift savings plan, etc.) and state taxes. Questions about pay and benefits may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.
- d. **TEAP Relocation Expenses.** Participation in TEAP is voluntary. No employee relocation expenses will be paid to participants.
- e. **TEAP Moves and Withdrawal.** A participant must use ETIS to notify their immediate supervisor and the Telework Program coordinator of all moves to a different primary alternate worksite (official worksite) or withdrawal from the program. Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the supervisor and OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station. See the [TEAP Operating Procedures](#) for specific instructions.
- f. **TEAP Mandatory Trips.** The TEAP Operating Procedures outline procedures and requirements for mandatory trips. For bargaining unit employees¹², TEAP participants will incur one mandatory trip up to a maximum of five calendar days that is participant

¹¹ At the inception of this agreement, no OGC positions are designated as TEAP-eligible, but they may be in the future.

¹² The number of trips at employee expense for nonbargaining unit employees is yet to be determined.

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paid per fiscal year and all trips beyond that number will be paid by the Agency. OGC will endeavor to combine reasons for trips and limit the number of trips per year to a reasonable number, in line with the participant's job duties. The participant's time for travel will be compensated based on the most efficient manner of travel as defined by Federal travel regulations.

- g. **TEAP Voluntary Trips.** Trips to the USPTO office are defined as voluntary when they are discretionary on the part of the participant and visitation/travel is not required by OGC. No travel expenses or travel time will be provided for voluntary trips. Voluntary trips to the USPTO office do not count towards the maximum number of mandatory trips. See TEAP Operating Procedures for further guidance on voluntary trips.

V. Temporary Medical Exception

- A. **Description of Program.** Management will consider requests from employees to work from home or another alternate worksite based on a serious temporary or short-term medical need of the employee or a family member which would:
 - 1. Significantly impair or preclude the employee from working at (or traveling to) the USPTO office;
 - 2. Ordinarily require the employee to use leave to be away from the USPTO office without the ability to telework; and
 - 3. Allow the employee to work from the alternate work site.
- B. **Flexibility:** In addition to the flexibility of where to work, the employee may request additional telework days, up to and including teleworking five days per week and specific hours of work.
- C. **Application.** The request may be from a person not eligible to telework (based on position eligibility), or from a current teleworker to expand or change the number of days of telework or change their telework program option. If the request is from an employee whose position is not normally eligible to telework and is not covered by an existing telework agreement, the employee must sign a telework agreement. Eligibility requirements based on position may be waived because the eligibility for the temporary medical exception is based upon specific need.
- D. **Approval.** Requests under these circumstances (known as a Temporary Medical Exception) must be submitted to the employee's immediate supervisor (or designee) as soon as the need for the temporary medical exception is known by the employee. The supervisor or designee

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will promptly forward the request with any comments (to include their proposal for the terms of the medical telework) to the Business Unit Head or Deputy Business Unit Head or designee. Decisions to grant or deny requests will be made by the Business Unit Head, Deputy, or designee and communicated to the employee in writing promptly, generally within one or two weeks, and taking into consideration the date on which the employee requests to begin telework. The reason(s) for any denial will be included in the response.

In determining whether to approve a request under this section, the supervisor must consider:

1. The work available for the employee to perform from a remote location as well as the ability to successfully complete assigned tasks in accordance with the employee's performance appraisal plan;
2. Whether or not the employee will have appropriate remote access to USPTO IT systems and the likelihood that the employee can be successful in working remotely;
3. The employee's ability to work without the disruption of providing childcare, eldercare, or medical needs (the employee may mid-day flex, if on an appropriate work schedule, to accomplish these activities); and
4. The impact of the employee's absence from the USPTO office on other employees as well as the ability of OGC to meet its business needs.

Approval to telework under this exception will be up to the duration of the medical need, depending on the work available to be performed at the approved alternate work site. In all instances, the telework granted pursuant to this medical exception may not exceed 4 months without renewed approval. However, the approval may be reviewed at any time and may be extended, adjusted, or revoked: a.) if the medical circumstances have changed; or b.) when participation is based on the medical needs of a family member and business unit needs have changed significantly). Approval of these requests for a temporary medical exception is separate and independent of the Agency's reasonable accommodation process and is not considered evidence of the Agency perceiving or regarding an employee as disabled under the [Rehabilitation Act](#). Nothing in this section precludes or limits the ability of employees to request a reasonable accommodation nor limits the ability of supervisors to refer employees to the Reasonable Accommodation Program Office/OEEOD for assistance when appropriate.

- E. Documentation.** Upon request, employees must submit medical documentation) from a health care provider supporting the request for a temporary medical exception.

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1. The statement or documentation will:
 - a. State the general nature of the medical need and why the employee should be excused from working at the USPTO office (treatment of the employee or a family member outside of the commuting area will satisfy this requirement).
 - b. Confirm that the employee can perform work.
 - c. Include either of the following:
 - i. If the employee has the medical condition—that the employee is fit for duty at the alternate work site, including any limitations that may apply; or,
 - ii. If a family member has the medical condition—
 - (A) state that the family member will not require constant attention, or
 - (B) the employee may indicate on the application that other people will provide care when the employee is working.
 - d. The expected duration of the need based on the medical condition.
2. The employee will not be required to reveal any details about the medical condition other than the general nature of the condition as set out in the medical documentation described in [Section V.E.1.](#), and OGC may not require the employee or family member to sign a release for their medical information.
3. OGC will treat as confidential any medical information given by an employee in support of the medical telework request, and may only disclose such information subject to its Privacy Act and Rehabilitation Act obligations for work-related reasons on a need to know basis.
4. The purpose of the health care provider's statement and/or documentation is to verify the existence of the medical reason asserted in the temporary medical request, that the employee could not reasonably be expected to work at the USPTO office or that working from an alternate worksite would help alleviate the medical condition or assist with recuperation, and that the employee is fit for duty at the alternate location. OGC will not substitute its own judgment for the medical judgment of the health care provider with respect to the validity of the medical condition, its duration, or how medical telework will alleviate the condition or help the employee (or family member) to recuperate (so long as there are sufficient details in the statement for OGC to understand the basis for the recommendations).

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- F. **Work Performed.** Because of the added flexibility in terms of eligibility, scheduling and/or number of telework days and hours, the participant and the supervisor will discuss the work to be done, the hours to be worked (including both the number of hours per day and the time of these hours), and any changes in circumstances affecting the arrangement. The terms of the medical telework will be documented in writing and signed by the employee and supervisor or exchanged via email.

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Safety Guidelines for the Alternate Worksite(s)

Employees may use the following guidelines to assist them in a review of the overall safety and adequacy of their alternate worksite. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

1. Develop and practice a fire evacuation plan for use in the event of an emergency.
2. Check your smoke detectors regularly and replace any batteries as needed.
3. Have a working fire extinguisher conveniently located at your alternate worksite (in the room where you work or appropriately located to help with evacuation), and check the charge regularly.
4. Computers are heavy. Place them on sturdy, level, well-maintained furniture.
5. Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
6. Locate your computer to eliminate noticeable glare from windows and lighting. Place the computer monitor at a height that is comfortable and does not produce neck or back strain. Locate computer keyboards at heights that do not cause wrist strain or place the keyboard on an adjustable surface.
7. Install sufficient lighting in locations to reduce glare on the work surface.
8. Arrange file cabinets so that opened drawers do not block ingress and egress.
9. Be sure to leave space for ingress and egress, where possible, to reduce tripping hazards.
10. Be sure electrical equipment is connected to grounded outlets.
11. Avoid fire hazards by not overloading electrical circuits.
12. Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause triggering hazards in your workspace.
13. Locate computers, phones, and other electrical equipment in a manner that keeps power cords out of walkways.
14. Lock (CTRL+ALT+DEL) computers after the workday is over.
15. Keep your workspace clean and avoid clutter which can cause fire and tripping hazards.
16. Use proper lifting techniques when moving or lifting heavy equipment and furniture.
17. Report accidents and injuries immediately to your supervisor.

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ETIS Employee Information and Certification Language

The document summarizes the various conditions, understandings, and certifications required by an employee who applies for and enrolls into a USPTO telework program. The information will appear on screens during the ETIS application process.

General guidance and provisions of telework at USPTO

1. All pay, leave, and travel entitlements will be based on the participant's official duty station.
2. The participant must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
3. The participant agrees to complete surveys and attend focus group meetings and interviews to help evaluate the telework program.
4. For participants with government provided equipment: Upon reasonable advance notice by the agency, the participant will permit USPTO employees and contractors to access the alternate worksite during normal working hours on a day that the participant is working at home for the purpose of installing, repairing, maintaining, or removing equipment, software, or other USPTO property, or to investigate an accident or a Workers' Compensation claim or to investigate other work-related or safety problems arising from the administration of the telework program. The parties may mutually agree to a time outside of these hours.
5. The participant agrees to comply with USPTO instructions regarding the return or removal of program materials.
6. The government will not be liable for damages to a participant's personal or real property during the course of performance of official duties or while using government equipment in the participant's residence, except to the extent the government is liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilians Employees Claims Act, or other laws.
7. All office policies and procedures and responsibilities remain in effect during a telework program unless the terms of the program agreement or guidelines specifically indicate a difference.
8. Participants who change their primary alternate worksite while participating in the program are required to update their primary alternate worksite address in the Enterprise Telework Information System (<https://etis.uspto.gov>). Participants must also keep their approved secondary alternate site location updated, but this does not constitute a relocation.
9. In accordance with USPTO CIO standards, participants in any telework program must have internet service provided by cable or fiber optic with minimum internet speeds of 15 Megabytes per second of download speed and 4 Megabytes per second of upload speed. The participant agrees that her/his internet speeds at the alternate worksite(s) meet or exceed this requirement, unless a lower speed is authorized by an underlying agreement.

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Employee Responsibilities Related to Human Resource Information

I understand the following:

1. I am responsible for keeping my residential address and duty station up-to-date in the Employee Personal Page ([EPP](#)) and ETIS systems;
2. I am responsible for reviewing my benefits coverage (health insurance, dental and vision plans, and long term care insurance), and ensuring the options I have selected provide coverage in my desired location. If I relocate out of the coverage area and wish to elect a new health benefit plan, I must notify the Office of Human Resources (OHR) to make a new election;
3. I am responsible for ensuring that the correct state taxes are withheld from my salary. If I move, I understand it is my responsibility to submit a change request through OHR according to the established processing timelines. If I fail to ensure the proper taxes are withheld from my salary, it is my responsibility to work with my state(s) to make any necessary corrections. The OHR will not make retroactive adjustments or withholdings. More information on how to change your state tax exemption can be found [here](#);
4. Because I am responsible for making sure that taxes are being paid to the appropriate jurisdiction and that my pay is based on the location of my duty station, reviewing my earnings and leave statements is the best way of identifying any issues as early as possible;
5. If applicable, I will work with my supervisor to ensure a "Change in Duty Station" Personnel Action Request (PAR) is initiated in the [HRConnect](#) system before the effective date. I also understand that the change in duty station cannot be made effective until OHR has processed the request. If I fail to timely update my address or duty station, it may impact my locality pay and result in an erroneous salary overpayment. I will be required to refund any overpayment to the USPTO.
6. Questions regarding benefits, compensation or personnel action processing may be directed to HumanResources_USPTO@uspto.gov or by telephone at 571-272-6000.

Safeguarding USPTO information and equipment

1. The participant will protect Government/USPTO records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at 5 U.S.C. Section 522a.
2. The participant will ensure that Government/USPTO records taken from the USPTO are accessed only by authorized personnel.
3. The participant will safeguard documents, data files and equipment during transit and at the alternate worksite(s).
4. The participant must return all documents, data files, work products, drafts and notes to the USPTO upon participant ending participation in the program.

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Maintaining USPTO Virtual Private Network Connection Requirements

I certify that I have read the [USPTO VPN Connection Requirements*](#) and that my internet connection(s) are compliant.

* You may be required to show proof that the Internet Service Provider(s) you use at the alternative worksite(s) comply with the VPN Connection Requirements. Note: some employees with slower speeds may meet the requirements based on being covered by agreements negotiated with the union representing the participant.

Conditions for Participating in Telework

As a condition of participation in the Telework Program, I agree to the following:

1. I have read and agree to adhere to the program requirements, including agreements and guidelines as appropriate, of the Telework Program.
2. I acknowledge that all pay, leave and travel entitlements will be based on my official duty station.

Final Certifications Upon Signing

- By signing, I certify that I have read and will comply with the [Business Unit Telework Program] provisions and the Employee Responsibilities included on page 2 of 3.
- If my telework program offers TEAP¹³ as an option and I have selected TEAP as my option, my signature also certifies that: I have read and will comply with the [TEAP Operating Procedures](#); my participation is for my convenience, and, I waive my right to travel reimbursement as outlined in the TEAP Operating Procedures

¹³ Telework Enhancement Act Program

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USPTO New Employee Telework Agreement

The following constitutes an agreement between the U. S. Patent & Trademark Office and _____ (name of employee).

Type of Telework

Based on conversations with my supervisor I have been informed that I am eligible for and select: (choose one)

_____ Routine Telework (I will be allowed to telework a specified number of days and I will be in the USPTO facilities a specified number of days per week.

_____ Remote Work: I will work all of my hours from my home or other alternate work site and I am not expected to routinely report to a USPTO office or facility.

_____ Remote Work within 50 miles of the USPTO office or facility: I will work all of my hours from my home or an alternate work site that is located within 50 miles of the USPTO office or facility.

Location of Alternate Work Site:

The USPTO needs to know the location of your alternate work site. Please chose one of the statements below:

_____ The address I submitted with my new employee orientation documents is the location of my alternate work site.

_____ I intend to work from a different location than the address I submitted. I will call my supervisor and provide the information within the next two days.

The phone number at the alternate work site is: _____ (provide a mobile number if there is no land line)

Official Duty Station

Your Official Duty Station may determine your pay or other benefits. If you will work at the USPTO headquarters or another USPTO facility on a routine basis, your Official Duty Station will be the city and state of the USPTO facility. If you are a remote worker, your Official Duty Station will be the city and state of your alternate work site.

Discussions with Supervisor

This agreement references a number of policies, agreements, and other requirements. The Agency acknowledges that you do not have the ability to review these documents until you are an official employee of the Agency. Therefore, your supervisor will discuss any of these issues with you to help

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you understand his or her expectations and your requirements. You will have access to the material once you have access to the USPTO Intranet.

Agreement Terms

- 1) This agreement becomes effective once you have signed the agreement and when you begin working for the USPTO. The Agreement does not require a signature of an Agency Representative.
- 2) This is a temporary agreement that will be in effect no longer than two months. The agreement expires on the earlier of you signing a new telework agreement appropriate for your position and business unit within the USPTO or 2 months after you begin working for the USPTO.
- 3) The employee may telework up to full-time under this agreement, with the extent of authorized telework determined by the employee's business unit. The Agency retains the authority to direct the employee to report to the official duty station as required. 50 Mile radius participants may be required to come to the USPTO as needed. Employees should communicate with their supervisor regarding the assignment of work while teleworking.
- 4) Employees agree to inform their supervisor of their work schedule at the beginning of each day or on a biweekly basis either by email or using the status function in Microsoft Teams, and to update the supervisor as soon as practicable of any changes to the schedule. The employee must comply with all rules and policies governing work schedules while teleworking.
- 5) The employee is required to have Internet Service with a download speed of at least 15 Mbps and an upload speed of at least 4 Mbps at the alternate work site.
- 6) Telework is not authorized when the employee is providing care to any individual. Employees shall have dependent care arrangements so that the employee's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the employee teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
- 7) All pay, leave, and travel entitlements will be based on the employee's Official Duty Station.
- 8) Participants agree to comply with USPTO instructions regarding the return or removal of Agency materials. The employee will ensure that only authorized personnel access the materials provided by or taken from the USPTO.

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- 9) The employee must return all USPTO files, work product, drafts, and notes to the USPTO within two business days of the employee ending participation in the program, regardless of whether participation ends voluntarily or at the direction of the Agency.
- 10) Assigned duties may only be performed at the approved alternate work site or official duty station. Documents under secrecy orders or containing national security markings cannot be remotely accessed or removed from the USPTO work site.
- 11) The employee will safeguard and protect the confidentiality of patent applications and information therein in accordance with 35 U.S.C. § 122 and any private information (including information covered by the Privacy Act, 5 U.S.C. § 552a).
- 12) Signing and returning this agreement does not confer the right to telework when the employee is in a position that has not been approved for telework or to increase the amount of telework from what has been authorized by the USPTO.

I certify that I have read and will comply with the aforementioned provisions.

Print name

Employee's Signature

Date

An /s/ followed by the employee's name will be a sufficient signature for this document, or the employee may print, sign, scan and return the agreement.

Please return this agreement to your supervisor

Ref. #	OFFICE	POSITION	UNION	SERIES	GRADE	POSITIONS ON BOARD	POS. VACANT	TOTAL POSITIONS	Position Eligibility (\$,1,2,3,4, or 5 days/wk)	Explanation for on-campus obligations	If 5 days, is Position Eligible for Remote or TEAP?	Explanation for not eligible for TEAP
1	OED	Paralegal	NTEU 243	0950	12	2	0	2	4	Customer Support Services to USPTO internal and external customers (e.g. exhibit preparation, document handling, etc.)	N/A	N/A
2	OED	Enrollment Specialist	NTEU 243	0301	11	4	0	4	4	Customer Support Services to USPTO internal and external customers (e.g. on-campus support to customers, document preparation and mail processing for office correspondence, etc.)	N/A	N/A
3	OED	Enrollment Specialist	NTEU 243	0301	12	2	0	2	4	Customer Support Services to USPTO internal and external customers (e.g. on-campus support to customers, document preparation and mail processing for office correspondence, etc.)	N/A	N/A
4	SO	Paralegal	NTEU 243	0950	12	7	1	8	4	Paralegal Specialists are responsible for obtaining and organizing hard copies of files, legal support for attorneys that must be done on-site (document gathering/ review, briefs, etc.), and notary services for the USPTO.	N/A	N/A
5	SO	Legal Assistant	NTEU 243	0986	8	3	0	3	2	Legal assistants greet and direct visitors, bind legal briefs that must be submitted to the court, copying/printing of documents, reviewing and entering paper notices of suit, and obtaining and routing incoming mail and legal documents for the Office of the Solicitor.	N/A	N/A
6	SO	Librarian	POPA	1410	13	1	0	1	4	The Librarian maintains the OGC library in the MDW building, receives physical content, and organizes the library shelves. Also responsible for checking resources in/out when requested from internal and external customers.	N/A	N/A

Memorandum of Understanding

April 12, 2022

The parties to this Memorandum of Understanding (MOU), and the United States Patent and Trademark Office (USPTO or Agency) and National Treasury Employees Union, Chapter 243 (NTEU 243), agree to this MOU covering the terms and implementation of a telework program for Trademarks. The parties have worked collaboratively to develop the terms of the program, which are attached to this MOU along with a list of position eligibility. This MOU covers NTEU 243 bargaining unit members working in Trademarks. This agreement supersedes any other Trademark telework agreement covering Trademark NTEU 243 employees. In addition, the parties agree as follows:

- 1. Meeting of Bargaining Obligations:** acknowledges that the Agency has met its notice and bargaining obligations regarding the implementation of the Program.
- 2. Implementation of Program:** The Program will begin implementation during the notice period provided to employees regarding the reopening of the Alexandria Headquarters of the USPTO. Employees who have completed all of the actions necessary to participate in the program during that period will begin their new telework arrangement once the Office is no longer on maximum telework.
- 3. Reviewing Positions for Eligibility:** No later than May of each year Trademarks will notify NTEU 243 of all bargaining unit positions it has identified as eligible for telework, the number of days per week each position is eligible to telework, and whether a position is eligible to telework five days per week or is eligible for TEAP. Trademarks will meet with NTEU 243 to discuss these determinations, including any positions Trademarks has identified as ineligible for telework and the reason(s) therefor. Trademarks will publish individual Position Eligibility lists after discussing eligibility determinations with the Union.

4. Future Discussions and Cooperation:

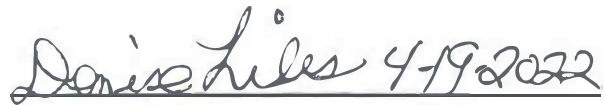
- a. The parties agree that they will meet periodically at the request of either party to discuss proposed changes to the Program. The Party wishing to propose a change in the Program will contact the other party to set up a meeting to discuss the topic. The parties will agree to further meetings as long as resolution of any issue(s) remain a possibility through informal and collaborative efforts.
- b. Changes agreed upon by the parties will be implemented as soon as practicable and reasonable notice will be given to the participants.
- c. If agreement is not reached informally pursuant to the provisions above, either party may reopen this agreement after one year from implementation, by giving notice to the other party of their request to renegotiate.

For the USPTO

For NTEU 243

Users, Vavonese, Dan
Digitally signed by Users, Vavonese, Dan
Date: 2022.04.19 18:12:51 -04'00'

Dan Vavonese Date
Deputy Commissioner for
Trademark Operations

 4-19-2022

Denise Liles Date
Acting President, NTEU 243

Trademarks

NTEU 243

Telework Program

April 2022

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All page numbers refer to the page number in the footer, which is different than the page number of the electronic document.

I. Provisions Applicable to all Telework Participants

A. Introduction

1. **Program Overview.** The NTEU 243 Telework Program (Program) allows eligible employees to perform assigned duties at an approved telework location, including their home. The Program is designed to deliver on the missions of Trademarks and its customers while providing employees with workplace flexibility. The Program includes three telework options: situational, routine, and remote. Participation in the Program is voluntary and does not change the conditions of employment except as specified in these provisions.

[Section I](#) of this document is applicable to all Program participants (participants). [Section II](#) outlines additional provisions applicable to participants who elect situational telework. [Section III](#) outlines additional provisions applicable to participants who elect routine telework for one to five days per week, including participants who encumber positions eligible for remote telework and voluntarily elect routine telework. [Section IV](#) outlines additional provisions applicable to participants who elect remote telework. [Section V](#) outlines provisions for a temporary medical exception to leverage telework options for which their position is otherwise not eligible.

2. **Definitions.** The following definitions are used for the purposes of the Program:
 - a. **USPTO office** is defined as the USPTO headquarters in Alexandria, VA, unless otherwise designated as another location.
 - b. **Official duty station** is the city/town and state in which an employee's official worksite is located. For purposes of this program, the official duty station will always be in the United States (currently defined as the 50 United States, the District of Columbia, and Puerto Rico). An employee's official duty station is the location that is documented on the most recent SF-50, *Notification of Personnel Action*.
 - c. **Official worksite** is the location where an employee regularly performs their assigned duties. This may be a USPTO office or a primary alternate worksite¹.
 - d. **Alternate worksite** is an approved telework location. Approval must be received in advance of teleworking from an alternate worksite. A teleworking employee may have both a **primary alternate worksite** (i.e., the principal telework location, likely an employee's home) and one or more **secondary alternate worksites** (e.g., a relative's

¹ If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the USPTO office remains the official worksite, regardless of whether that is the location where the employee performs most of their work.

home, or a vacation or second property). See [Section I.D.](#) for alternate worksite requirements.

- e. ***Situational telework*** is defined as performing assigned duties at an approved alternate worksite occasionally and on a case-by-case basis (i.e., the employee does not telework on an ongoing and regular telework schedule). Supervisory approval is required each time the employee teleworks. Situational telework may also be referred to as episodic, intermittent, or ad-hoc. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section II](#) for situational telework provisions.
- f. ***Routine telework*** is defined as performing assigned duties at an approved alternate worksite on an approved ongoing and regular telework schedule. The participant routinely teleworks for one to five days per week and performs assigned duties at the USPTO office for four days to one (1) day² per week. The participant works at both the alternate worksite and at the USPTO office during each bi-week. The number of days eligible for telework are determined assuming a five-day workweek. This does not preclude an employee from using work schedule flexibilities to work less than the number of days eligible for telework at the approved alternate worksite, so long as the participant is working at the USPTO office in accordance with the expected number of days defined in the position eligibility. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section III](#) for routine telework provisions.
- g. ***Remote telework*** is defined as performing assigned duties at an approved alternate worksite for five days per week (e.g. all hours in a bi-week) without a requirement to routinely report to the USPTO office. A remote telework participant decides, for their convenience, to change their official duty station (and therefore official worksite) from the USPTO office to the city/town and state of their primary alternate worksite (e.g., the participant's home) thereby eliminating the need to report to the office on a bi-weekly basis.³ See [Section IV](#) for remote telework provisions.
- h. ***Telework Enhancement Act Program (TEAP)*** is a remote telework option that allows participants who live greater than 50 miles from the USPTO office to decide, for their convenience, to change their official duty station from the USPTO office to the city/town and state of their approved telework location (e.g., the participant's home). The participant must travel to the USPTO office for a minimal number of mandatory trips when directed by the USPTO. When enrolled in TEAP, the participant waives their

² If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the reporting requirement is met by working in the USPTO office for a minimum of 15 minutes per week.

³ If an employee teleworks five days per week and maintains the USPTO office as their official duty station, they are participating in routine telework and must report to the USPTO office at least two times per bi-week. [See [Section III.C.1](#)]

right to travel expenses for the minimal number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). See [Section IV.C.](#) for additional details.

B. Eligibility

1. **Activities Not Suitable for Telework.** Positions generally eligible for telework are those positions with a sufficient volume of tasks that are suitable to be performed at an alternate worksite. Examples of the type of work that cannot be performed at an alternate worksite and will therefore limit the number of days a position is eligible for telework are:
 - a. Activities that require physical face-to-face personal contacts;
 - b. Activities that are restricted to a certain location;
 - c. Intake or distribution of postal mail or otherwise working with paper-based documentation not maintained in electronic format that are not portable and must not be duplicated;
 - d. Hands-on contact with machinery, equipment, vehicles, or files; or
 - e. Direct handling of classified or other secure materials that are not appropriate to access remotely.
2. **Position Eligibility.** The number of days a position is eligible to telework will be determined by evaluating the daily volume of tasks that are suitable to be performed at an alternate worksite and the daily volume of tasks that must be performed at the USPTO office. There are nine possible outcomes for each position's eligibility determination, based on a five-day workweek:
 - a. Not eligible for telework: the position's duties can only effectively be performed at the USPTO office.
 - b. Situational Telework: the position's duties are typically only able to be effectively performed at the USPTO office, but occasionally the employee's duties and the USPTO's needs are capable of being modified on a case-by-case basis to support non-routine performances of duties at an approved alternate worksite.

c. Routine Telework:

- i. *1 day per week*: the position's duties, and the USPTO's needs, are suitable for allowing 1 day per week of routine telework. Employees in the position are expected to work at the USPTO office at least 4 days per week.
- ii. *2 days per week*: the position's duties, and USPTO's needs, are suitable for allowing 2 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 3 days per week.
- iii. *3 days per week*: the position's duties, and the USPTO's needs, are suitable for allowing 3 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 2 days per week.
- iv. *4 days per week*: the position's duties, and USPTO's needs, are suitable for allowing 4 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 1 day per week.
- v. *5 days per week*: the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of routine telework. If an employee chooses this telework option they maintain the USPTO office as their official duty station and they must report to the USPTO office at least two times per bi-week for 15 minutes for each occurrence to meet the recurring reporting requirement. This option is sometimes referred to as hoteling. [See [Section III.C.](#)]

d. Remote Telework:

- i. *50-Mile Program (5 days per week)*: the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of remote telework⁴. If an employee who lives within 50-miles of the USPTO office chooses this option, their approved alternate worksite becomes their official duty station and they are not required to report to the USPTO office on a regular basis. [See [Section IV.B.](#)]
- ii. *TEAP (5 days per week)*: the position's duties, and USPTO's needs, are suitable for allowing 5 days per week of remote telework at an alternate worksite greater than 50 miles from the USPTO office. Assigned duties can be performed at the alternate worksite in all but a few instances per year with sufficient notice given to the participant to return to the USPTO office. [See [Section IV.C.](#)]

⁴ If an employee teleworks five days per week and maintains the USPTO office as their official duty station, they are not participating in 50mi or TEAP and are participating in routine telework and must report to the USPTO office at least two times per bi-week to meet the recurring reporting requirement. [See [Section III.C.1.](#)]

3. **Review Positions for Eligibility.** Annually, Trademarks will review positions to determine the number of days each position is eligible for telework. In addition, each position eligible to telework five days per week will be evaluated for TEAP eligibility. A position eligible for TEAP is one that the position's duties, and USPTO's needs, are not expected to require the participant to report to the office for extended or multiple periods of time (e.g., no more than three times per year). Once a position is deemed eligible for TEAP, the TEAP eligibility will not be removed if a participant occupying the position is enrolled in TEAP.
4. **Individual Eligibility.** Employees in a position deemed telework eligible are eligible to telework after they satisfy the minimum requirements outlined in the provisions of the Program [See requirements at [1.C.2.](#)] and they meet the statutory eligibility requirements [See Section [1.B.5.](#)]. The number of days a position is deemed eligible for telework will decree the maximum number of days an employee is eligible to telework.
5. **Statutory Eligibility⁵**. An employee is not eligible to participate in the Program if they: 1) have been officially disciplined for being absent without permission (i.e., absent without leave (AWOL)) for more than five days in any calendar year, or 2) have been officially disciplined for violations of subpart G of the [Standard of Ethical Conduct of Employees of the Executive Branch](#) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
6. **Position Changes.** Employees joining Trademarks from another USPTO position will be required to apply for participation in the Program, subject to their new position's eligibility determination. Employees moving from one position to another within Trademarks are not required to reapply to the Program, but may be required to adjust their selected telework option and/or telework days based on their new position's eligibility and/or Trademarks needs, as the case may be. The employee must discuss their schedule, the assigned duties to be performed at the alternate worksite, duty station and reporting requirements, and agreed-upon methods for communication and collaboration with their new position's supervisor.

⁵ Telework Enhancement Act of 2010, as amended, 5 U.S.C § 6502(a)(2).

C. Application

1. **Request.** An employee may participate in the Program to the maximum extent permitted by their position eligibility, or participate less than the maximum permissible, if applicable. (E.g., an employee in a position eligible for four days of telework per week may elect to participate on a four day per week basis, a fewer number of days per week, or not to telework at all.)

As described in [I.C.2.](#), below, employees wishing to participate in the Program will submit a request through the USPTO's [Enterprise Telework Information System \(ETIS\)](#), specifying the program option and number of days per week they wish to telework, as follows:

- a. *Situational.* As described in [Section II](#), participants in this telework option generally report to the USPTO office five days per week, but are authorized to occasionally telework, up to the maximum number of days per week for which their position is eligible, as the employees' duties and/or circumstances make desirable.
- b. *Routine: one day per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office four days per week. When at the USPTO office, a one day per week participant will maintain their status quo office.
- c. *Routine: two days per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office three days per week. When at the USPTO office, a two day per week participant will maintain their status quo office.
- d. *Routine: three days per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office two days per week. When at the USPTO office, a three day per week participant will share an office with another employee.
- e. *Routine: four days per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office one day per week. When at the USPTO office, a four day per week participant will share an office with another employee.
- f. *Five days per week.* If electing to telework five days per week, a participant is presented with three five day per week program options. One option is routine telework and the other two are remote telework, as follows:
 - i. *Routine: Hoteling.* As described in [Section III.C.](#), participants in this option report to the USPTO office at least two times per bi-week for a minimum of 15 minutes at each occurrence on a schedule of their choosing. Participants will relinquish their USPTO designated office and, when at the USPTO office to meet the minimum reporting requirement, a five day per week routine telework participant will use temporary or "hoteling" office space.

- ii. *Remote: 50-Mile.* As described in [Section IV.B.](#), participants in this option elect to designate their approved alternate worksite within 50 miles of the USPTO office as their official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a remote telework participant will use temporary or “hoteling” office space.
- iii. *Remote: TEAP.* As described in [Section IV.C.](#), participants in this option elect to designate their approved alternate worksite greater than 50 miles from the USPTO office as the participant’s official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office. The participant is responsible for paying for one of no more than a few mandatory trips to the office per fiscal year. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a remote telework participant will use temporary or “hoteling” office space.

2. **Requirements.** All employees who wish to participate in the Program must meet or complete the following requirements. Additional information about each item is located at the referenced section of this document.

- a. Be in an eligible position. [See [Section I.B.](#)]
- b. Read the Program Guidelines (this document).
- c. Hold a conversation with your immediate supervisor to discuss:
 - i. The desired telework program option and schedule based on position eligibility. [See Sections [I.B.](#), [I.C.1.](#) [I.G.](#), and [III.B.1.](#)]
 - ii. The assigned duties to be performed at the alternate worksite(s), [See Sections [I.B.](#), [III.A.](#), and [III.B.](#)]
 - iii. Trademarks work schedule operating parameters, including agreed-upon methods for communication and collaboration. [See Sections [I.E.3.](#), [I.F.](#), and [I.G.1.](#)]
 - iv. Worksites, including the primary alternate worksite, the official worksite, and whether there will be more than one alternate worksite. [See [Section I.D.](#)]
 - v. If teleworking three or four days per week, which requires a participant to share an office, discuss office move and sharing logistics to execute the move. [See [Section III.B.3.](#)]

- vi. If teleworking five days per week, which requires a participant to relinquish their office, discuss the process for moving out of their office and reserving a hoteling room. [See Sections [III.C.2.](#) and [IV.A.3.](#)]
 - d. Review the alternate worksite(s) safety and security guidelines located on the [USPTO Telework Resources](#) website. [See Sections [I.D.5.](#) and [I.D.6.](#) and [Appendix A.](#)]
 - e. Secure approved internet service. [See [Section I.E.2.](#)]
 - f. Complete USPTO [Teleworker Training: Telework Effectiveness](#) and submit your certificate to your supervisor and the Business Unit Telework Coordinator. [See [Section I.C.5.](#)]
 - g. Submit an application for telework through the [ETIS](#).
 - i. New employees will receive a New Employee Temporary Telework Agreement with the new hire welcome packet that must be signed before teleworking (see Appendix C). New employee information is loaded into the ETIS approximately three weeks after an employee's start date. The temporary agreement must be replaced by a permanent application and agreement through the [ETIS](#) within two months after the employee's start date.
 - h. Request and receive applicable telework equipment. The universal laptop and SecurID are the minimum equipment required to begin teleworking. [See Sections [I.C.5.](#) and [I.E.1.](#)]
 - i. If applying for a remote telework option, work with your supervisor to obtain approval and complete the Office of Human Resources (OHR) procedures to change your official duty station. [See [Section IV.](#)]
 - j. If applying to telework five days per week and not changing your duty station from the USPTO office, discuss the recurring reporting requirement with your immediate supervisor. [See [Section III.C.1.](#)]
3. **Approval.**
- a. Decisions to grant or deny telework requests will be made by the participant's immediate supervisor based on whether the position is eligible, whether the employee meets the requirements to participate in the Program [See [Section I.C.2.](#)], and whether the employee's request is otherwise consistent with the Program. The maximum number of days per week an employee may participate will be based on the number of days the position is eligible for telework.

or from five days per week with a reporting requirement to the 50-mile program).

Participants who encumber positions eligible to telework less than five days per week must discuss schedule changes with their supervisor if requesting to reduce the number of days working at the USPTO Office.

Otherwise, to allow for office arrangements, participants will notify their supervisor and the Telework Program coordinator via email at least two weeks in advance of modifying a telework program option from less than four days per week telework to five days per week telework or withdrawing from the program; and four weeks in advance of changing status from five days per week telework to less than four days per week telework. For exigent circumstances the Office will process employee requests in less than 4 weeks by providing hoteling or temporary office space to the employee until a permanent workspace can be arranged.

See [Section III. B. 2.](#) for guidance on temporary schedule changes.

D. Worksites

1. **Locations.** Participants will designate a primary alternate worksite as the location where hours will be worked while not at the USPTO office. If a participant desires, they may designate an additional location as a secondary alternate worksite. All alternate worksites must be located in the fifty (50) states of the United States, the District of Columbia, or Puerto Rico. The designation of a participant's official worksite is dependent on the designation of a participant's official duty station, as follows:
 - a. A situational telework participant's official worksite is the USPTO office.
 - b. A routine telework participant's official worksite is the USPTO office.
 - c. A remote telework participant's (i.e., a 50-mile or TEAP option⁶) official worksite is their primary alternate worksite (home or other approved telework location) because the participant has changed their official duty station to the city/town and state of their primary alternate worksite.
2. **Alternate Worksites.** An alternate worksite may be the participant's home or other approved appropriate location. The participant must designate a room or location in their alternate worksite for placement and use of the equipment provided for the Program.

⁶ A five day per week telework participant who chooses to maintain the USPTO office as their official duty station (i.e., non-50-mile and non-TEAP) is a routine telework participant. See [Section III.C.1.](#) for requirements to report the USPTO office at least two times per bi-week.

Participants are responsible for purchasing and maintaining all office furniture at the alternate worksites.

Participants are responsible for ensuring compliance with all local laws or rules governing an office in their home. Participants who are renters are responsible for ensuring that their lease allows the installation of all the necessary equipment and connection services (e.g., compliant internet service) for the Program.

Participants are responsible for any utility cost, cooling, heating, and lighting at the alternate worksites. Participants are responsible for any re-wiring, updating, and improvements necessary to bring the electrical connections in an alternate worksite up to the required standards.

3. **Working at a Secondary Alternate Worksite.** Secondary alternate worksites are subject to the rules outlined in [Section I.D.2.](#) above. Participants must request approval to work at a secondary alternate worksite through [ETIS](#) prior to working from that location.

Requests are not necessary for each use of a secondary alternate worksite once the secondary alternate worksite is approved through ETIS. However, the participant must communicate the routine and recurring schedule with their immediate supervisor.

The amount of time spent working at the secondary alternate worksite cannot exceed 6 months in any 12-month period otherwise the secondary alternate worksite should be changed to become the primary alternate worksite. Employees must track their time at alternate worksites; if the intended stay at any secondary alternate worksite exceeds 6 months in a 12-month period, then the participant's supervisor initiates a Personnel Action Request (PAR) to change the duty station in the designated USPTO human resources system. See [Section IV.A.2.](#) for additional guidance on changing your duty station. The participant should also update their residence address in [EPP](#), as applicable.

A participant whose official worksite is at the USPTO office will generally not be permitted to work at a secondary alternate worksite that is outside of a 50-mile radius of their USPTO office for a full bi-week or more at a time, unless the participant reports to the USPTO office at least two times per bi-week [See [Section III.C.1.](#)], meets one of the exceptions in [5 C.F.R. § 531.605\(d\)\(2\)](#), or has been granted a temporary medical exception [See [Section V](#)].

4. **Transporting Equipment.** When a participant has been approved to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites [See [Section I.E.7.](#)]. The participant is also responsible for determining the equipment necessary to successfully perform their official duties at the

secondary alternate worksite. A participant will only be issued one set of telework equipment in accordance with the standards outlined in [Section I.E.1](#).

5. **Safety Guidelines.** All participants will review the alternate worksite(s) safety and security guidelines located on the USPTO [Telework Program](#) website. [See [Appendix A](#).]
6. **Security.** All alternate worksites must meet security and privacy requirements, including those established and occasionally updated by OCIO regarding IT security [See [Section I.E.4](#)]. Participants are not permitted to work in a public area, e.g., a coffee shop, an airport terminal, or outside in a park.
7. **Inspection.** The participant will permit other USPTO employees and contractors to access the alternate worksite during the hours from 9:00 AM to 5:00 PM, Monday-Friday (excluding holidays) upon two business days' notice to the participant. Accessing the alternate worksite will be for the purpose of installing, repairing, maintaining, or removing work equipment, software, or other USPTO property, to investigate an accident or a worker's compensation claim, or to investigate other work related or safety problems arising from the administration of the Program. The parties may mutually agree to a time outside of these hours.

E. Equipment, Tools, and Supplies

1. **Standard Equipment.** Participants will be provided with a standard suite of IT equipment necessary to perform official assigned duties remotely at the primary alternate worksite as soon as practicable after the approval of the telework request. A participant may decline deployment of equipment if, after consultation with their supervisor, they deem the equipment is not necessary to productively perform official assigned duties at the primary alternate worksite (e.g., no printer, one monitor instead of two, etc.). Standard equipment includes the following:
 - a. 5 days per week: A universal laptop; docking station; two monitors; webcam; printer (provided the supervisor deems it necessary to perform assigned official duties); telephone headset; keyboard; mouse; SecurID (FOB) or other means of alternate authentication; fingerprint reader⁷; and other related peripherals.
 - b. 3 and 4 days per week: A universal laptop, docking station, two monitors, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals. A printer may be issued if the immediate supervisor deems it necessary to perform assigned official duties. Immediate supervisor approvals must be provided to the Telework Coordinator

⁷ Fingerprint readers will be provided to TEAP participants, only.

before printers will be deployed. If a participant is issued an approved printer to use at the alternate worksite, the employee will relinquish their personal office printer and use a shared network printer.

- c. 2 days per week or less. A universal laptop, docking station, one monitor, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals.
- d. Situational telework. A universal laptop and SecurID (FOB) or other means of alternate authentication.

To ensure a seamless customer experience, participants are required to use USPTO assigned phone numbers for communication with colleagues and customers.

Necessary equipment will be provided to the participant as soon as practicable after the approval of the telework request. The universal laptop and SecureID (FOB), or other designated authentication technology, is the minimum equipment required to begin teleworking.

2. **Internet Service.**

- a. **Requirements.** All participants must have high-speed broadband internet service such as cable or fiber optic that meets [USPTO's virtual private network \(VPN\) connection requirements](#) at all alternate worksites. Wired connectivity is recommended. Employees may choose to work either wired or wirelessly, but must be able to connect with a wired connection as needed to improve connectivity or upon OCIO request (e.g., in responding to a service request or to facilitate updates).
- b. **Internet Service (IS) Reimbursement.** Given that participants who telework five days per week have relinquished their USPTO office, they are eligible for IS cost reimbursement at their approved alternate worksite(s) in accordance with the [USPTO ISP Reimbursement Policy](#).

- 3. **Collaboration Tools.** Participants must use USPTO collaboration tools in accordance with the USPTO's [Time and Attendance Tools, Communication, and Collaboration \(TACC\) Policy](#), or any policy that supersedes it. Collaboration tools include, but are not limited to: instant messaging and chat; document/desktop sharing and whiteboard features; virtual meeting tools; video communication and conferencing equipment; and presence indicator. Employees will be required to use their video communication tools (i.e., camera) in accordance with NTEU negotiated agreements for specific meetings and when their active participation during such meeting is required.

4. **IT Security.** Participants are responsible for the security of Federal government property, information, and information systems at all alternate worksites. If not properly implemented, telework may introduce vulnerabilities into USPTO systems and networks. To prevent security incidents, participants are required to protect information and information systems commensurate with risk and complete the annual USPTO mandatory IT Security Awareness Training.

Information associated with official business should be stored in controlled, accessible, and safeguarded locations. Participants should store information in places that are adequately accessible to other colleagues (with a need to know) and backed up (e.g., shared drives, SharePoint) and refrain from desktop storage. Participants will not store USPTO information on personal devices or accounts.

The creation of paper copies containing sensitive information should be minimized to the greatest extent possible while teleworking. Most home or non-industrial shredders do not meet the General Services Administration's (GSA) approved cross-cut shredder requirement; therefore, these paper files must be stored in a locked drawer or room until participants can return to campus and utilize GSA-approved shredders. Please contact the USPTO Records Officers or CUI Managers if you have hard copies at your alternate worksite and are unable to adequately secure and store the documents until you can return to the USPTO. Please email CUI@uspto.gov with any questions related to properly disposing of records.

- a. Care must be taken to ensure records subject to the [Privacy Act](#) (5 U.S.C. § 552a, Records Maintained on Individuals) and sensitive but non-classified data are not disclosed to anyone except those who have authorized access to perform their duties. Participants should refer to the [Rules of the Road](#).
- b. Participants are responsible for the security of all official information, protection of any government furnished equipment and property, and the execution of the mission of the USPTO at the alternate worksite(s) in accordance with existing USPTO and DOC policies.
- c. Any USPTO owned equipment is for official use only. Use of the equipment for private purposes is prohibited except as permitted by the USPTO [Rules of the Road](#). Family members and friends of Participants are not authorized to use any government furnished equipment.
- d. Participants are to comply with all security related USPTO policies including the USPTO [Rules of the Road](#). These policies may be found on the USPTO intranet website.

5. **USPTO Equipment Failures.** Participants are to contact the USPTO Service Desk to report Agency-provided equipment or software failures or problems, including connecting via the VPN, as soon as they are discovered and follow the procedures provided by the Service Desk. In the event that VPN or Agency provided equipment problems (including USPTO power outages) prohibit working at an alternate worksite, the participant must notify their immediate supervisor. The participant may consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite and determine how to record time. See [Section I.G.7.](#) for guidance about non-weather related equipment failures at the alternate worksite(s) (e.g., participant power outages and interruptions in internet access) and [Section I.I.1](#) for weather related outages.
6. **Ownership and Maintenance.** USPTO maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant by the agency. The USPTO acts as the insurer for damage, theft, or other loss (e.g., fire, flood, etc.) of the USPTO equipment and materials only. Equipment provided by the Agency will be serviced and maintained by the Agency.
7. **Safeguarding Assets.** All participants are responsible for reasonably safeguarding and protecting government issued equipment. The accountability and security of IT resources [See [Section I.E.4](#)] extends to your alternate worksite(s), residence, other approved telework location, and/or other areas in which you use, travel with, and store the equipment. When a participant chooses to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites. Reasonable safeguards must be consistently exercised to ensure that government property is not vulnerable to any negligence or potential criminal activity. When a participant is assigned a piece of equipment, including the Universal Laptop, the participant is responsible for reasonable safeguards of its physical safety, as well as the data stored on it. Suggestions for safeguarding equipment and procedures for reporting lost, stolen, or damaged equipment are available on the [USPTO's Asset Management website](#).

Participants will provide property custodians with all information requested to inventory assets and will provide timely notice of equipment changes and issues.

8. **Returning Equipment.** Any equipment provided to the participant for use at the alternate worksite(s) should be returned to the Agency generally within five business days from the end of the participant's participation in the Program, unless exigent circumstances exist. Any equipment that was deployed to the participant and is not needed to perform official duties should be returned as soon as the participant deems the equipment as unnecessary.

A participant returning equipment must notify the Telework Coordinator to facilitate the return.

The USPTO may require return or exchange of Agency provided equipment. Except for remote telework participants enrolled in TEAP, participants may be required to report to the USPTO office to receive equipment or to repair or exchange equipment.

9. **Supplies.** Participants enrolled in TEAP who have been issued a printer will use the [TEAP Operating Procedures](#) to request toner and paper required to carry out official assigned duties. Unless otherwise defined, TEAP participants are expected to pick up all other small office supplies while on a trip to the USPTO office.

Also, unless otherwise defined, all other telework participants may pick up small office supplies required to carry out their official assigned duties from the USPTO office and those who have been issued a printer may pick up paper and toner from the USPTO office.

- F. **Collaboration and Engagement.** Employee engagement is a priority for Trademarks and to facilitate collaboration and successful interactive relationships employees should leverage collaboration tools, such as video conferencing, instant messaging or chat tools, and other USPTO approved collaboration software to stay connected. Employees are permitted to upload a workplace appropriate picture of themselves in USPTO collaboration tools so that colleagues and customers can associate names and faces.

G. Schedules and Time and Attendance

1. **Work Schedules.** Employees teleworking five days per week must elect to work the Increased Flexitime Schedule (IFS).
2. **Timesheets.** Participants will use the "Telework Home" transaction code (or other designated method to report telework time) with the appropriate PPA codes to indicate in the time and attendance system which days were worked at the alternate worksite(s) and the number of hours worked at the USPTO office and alternate worksite(s) each day.
3. **Holidays.** Participants working at an alternate worksite will be granted the same holidays as employees at the USPTO office, unless otherwise determined by the Office of Personnel Management. Early dismissal of USPTO employees or closure of the USPTO office for non-emergency conditions, such as on the day prior to a Federal holiday, will be granted to participants working at an alternate worksite.
4. **Overtime and Compensatory Time.** Overtime and compensatory time may be worked at an alternate worksite so long as the time has been approved by the participant's supervisor prior to working the additional hours.

5. **Leave.** All forms of approved leave, including compensatory time, may be used on days on which the participant is scheduled to work at the USPTO office or approved alternate worksite. Leave, however, may not be used on a regular basis to avoid working at the USPTO office on a non-telework day or to avoid meeting a routine telework participant's twice per bi-week reporting requirement [See [Section III.C.1.](#)].
6. **Multiple Locations in a Given Day.** A participant may work at the USPTO office and/or multiple alternate worksites on the same day. A participant who chooses to work at multiple locations on the same day must notify their immediate supervisor and comply with the requirements of the policy on communication and collaboration with respect to posting work hours (to include time zone, if outside of Eastern Time zone) regardless of where they work. Participants must mid-day flex (if on IFP/S) or take leave to accommodate travel time required for commuting to and from the various work sites. [See [Section III.B.](#) for routine telework schedule requirements.]
7. **Inability to Work at an Alternate worksite.** If an employee is prevented from working at an alternate worksite for reasons other than inclement weather (e.g., non-weather related power or internet outage at the alternate worksite or lack of dependent care), the participant must either (1) report to the USPTO office to perform official duties if not a TEAP participant, (2) obtain approval to work at a secondary alternate worksite, (3) if on IFP/S, change their work schedule by reducing the number of hours worked on that day, or (4) request appropriate leave, at the participant's option. If able to work, the participant may also consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite. The participant will not be reimbursed for any travel or related expenses for commuting between their alternate worksite(s) and the USPTO office and all trips will not be on duty time. See [Section I.E.5.](#) for guidance related to a USPTO equipment failure and [Section I.I.1.](#) for weather related conditions.

H. In-person Events

1. **Virtual First.** When technology is available, and consistent with the purpose of the event, meetings will be held so that participants working remotely can participate fully via video conference.
2. **Mandatory Attendance.** Participants may be required to report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other individual, team-, Office-, or Business Unit-wide events. Participants will be given as much notice as possible of any meeting or activity that they must attend in person. Absent exigent circumstances, participants will not be required to report to the USPTO office on the same day that notice is provided to the participant and the USPTO will endeavor to meet the notification timelines outlined below.

- a. **Office coverage to address business needs or non-portable work activities:** Generally, for participants not enrolled in TEAP, notice to report to the USPTO office will not be less than two days.
- b. **Group meetings:** Group meetings are defined as team, organizational (e.g.: section, branch, division, office), or business unit-wide meetings, to include training. For these planned events, the Agency has a goal of 4 weeks' notice, but at least 3 weeks' notice will be provided prior to the date of the meeting or training. This provides notification in accordance with TEAP operating procedures to ensure TEAP participants have adequate time to plan for a mandatory employee-paid trip.

All decisions to hold mandatory, in-person meetings will be approved by a Deputy Commissioner for Trademarks. **Changes to Operating Status and Unscheduled Telework (e.g., Inclement Weather)**

3. **Office Closures, Early Departures and Delayed Arrivals Due to Weather or Safety Events.**
When a foreseeable weather or safety event causes the agency to close or authorize late arrival or early departure, any employee with a signed telework agreement (i.e., a Program participant) must be prepared to telework, flex around the full or partial closure, and/or take leave. Except as provided below, no employee with a signed telework agreement of any type (regular, situational, etc.) may receive Weather and Safety leave, regardless of whether the employee was scheduled to telework that day. In order to telework during a weather or safety event, participants must have their Universal Laptop at their alternate worksite. Unscheduled telework due to a closure, early dismissal, or delayed arrival due to weather or safety events will not count against the allowable telework days provided by this Program.

If weather related physical conditions affect the alternate worksite in a way that limits the employee's ability to perform their duties (e.g., power or internet outages at the participant's alternate worksite or the USPTO office), the employee may request Weather and Safety administrative leave or to work at a secondary alternate worksite. Participants may telework at an alternate worksite where there are dependents or others. However, for any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care. If dependent care prohibits the ability to perform telework for some portion of the work day during an office closure, early dismissal or delayed arrival, an employee may use a combination of flex time and unscheduled leave, with supervisory approval, to meet any dependent care needs and still accomplish work. See [Section I.K.1.](#) for additional information on dependent care.

Weather and Safety leave may be available to a Program participant if the participant was not prepared to telework at their approved alternate worksite because either (1) the

weather or safety event that caused the agency to close or authorize late arrival or early departure was not foreseeable or (2) reasonable circumstances prevented the employee from preparing to telework (e.g., the participant had been on leave until the day of the weather event, and the participant was not able to obtain their laptop before the weather or safety event). Find additional information on weather and safety leave at [Leave Administration, Appendix A: Impact of Weather and Safety Events on the Alexandria Campus and Randolph Square Building](#).

4. **Unscheduled Leave or Unscheduled Telework.** In the event OPM or USPTO declares that Federal agencies are open for the entire day with the option for “unscheduled leave or unscheduled telework,” Program participants may report to the USPTO office, telework on a non-telework day (if consistent with the employee’s work obligations), take unscheduled annual leave, or use a combination of work and annual leave to account for all of the regularly scheduled hours of the workday. A decision to telework on a day in which unscheduled telework is allowed will not count against the allowable telework days provided by this Program.

I. **Performance Management.**

Participants are expected to perform assigned duties and responsibilities at the alternate worksite. It is important that the alternate worksite be free from distractions that would impair a participant’s ability to perform official duties and provide the same time and level of attention to the work product as is available at the USPTO office. Participants will have their performance evaluated under the criteria set out in their performance appraisal plan. If the participant lacks sufficient work for a telework day, they should consult with the supervisor to see if there is additional work that can be done at the alternate worksite. If there is not enough work that can be done at the alternate worksite, the employee must work at the USPTO office or use leave to cover the hours for which there is no work. Participants shall provide details of work accomplished upon the request of their supervisor.

Participants who are on a Performance Improvement Plan (PIP) will not be required to change their telework arrangement due to the PIP. Whether the participant's official worksite is the USPTO office or an approved alternate worksite, a participant who is on a PIP will be required to commit to be available to receive assistance and training. The assistance may be provided at the USPTO office or virtually. The supervisor and the participant will attempt to find an agreeable time for the assistance to be provided, including providing reasonable notification in accordance with the intent of [Section I.H.2](#). The supervisor, however, retains the right to direct the participant to attend meetings or training at the USPTO office, including one-on-one training.

J. Miscellaneous Provisions.

1. **Dependent Care.** No telework arrangement is authorized which allows the participant to provide care to any individual during work hours. Participants shall have dependent care arrangements so that the participant's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the participant teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
2. **Transit Subsidy.** Participants continue to remain eligible for transit subsidies as set forth in the [USPTO Public Transit Subsidy Program](#).
3. **FECA and Alternate Worksite Injury.** Participants are covered under the Federal Employee's Compensation Act (FECA) if injured in the course of actually performing official duties at the alternate worksite. In order for a participant to be able to file a claim for worker's compensation, the participant who has an accident or injury while working at the alternate worksite must notify their immediate supervisor and report the accident or injury to a designated USPTO official in accordance with FECA requirements. Upon notification, the USPTO may investigate any reported accidents and injuries.
4. **Property Liability.** The USPTO will not be liable for damages to a participant's personal or real property during the course of performing official duties or while using Government equipment in the participant's residence, except to the extent the Government is held liable by the Federal Tort Claims Act, claims arising under the Military Personnel and Civilian Employees Claims Act, or other laws.
5. **Protecting Records.** Participants will apply approved safeguards to protect Agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the [Privacy Act](#) of 1974, Public Law 93-579, codified at 5 U.S.C. Section 552a. See [Section I.E.4.](#) for additional IT Security requirements.

Participants are required to use electronic versions of documents and data whenever practical. When this is not practical, and solely for the purposes of this Program, participants will be permitted to remove USPTO copies of documents from the USPTO office in order to perform their officially assigned duties at an alternate worksite, unless such files have been identified by management as being inappropriate for removal from the USPTO office. The participant is responsible for the transportation and safeguarding of the documents and files to and from the USPTO office and alternate worksite(s). Original or official files may not be removed from the USPTO office unless specifically approved by the Agency.

When the USPTO has an unusual need for a document or file or other information that is located at the alternate worksite, the participant may be directed to provide the requested document, file or other information to the USPTO office within one business day by delivery means determined by the Agency. An unusual need is one that does not occur on a regular basis and cannot wait for the participant's scheduled return to the USPTO office or be resolved through other means.

6. **Union Activities.** Stewards and union officials may perform Union representational activities on official or bank time while teleworking.
7. **Personal Information.** Agency personnel will not divulge the addresses and private home or mobile telephone numbers of participants to the public or any other USPTO personnel who do not have a legitimate business need to know such information.

II. Provisions Applicable to Situational Telework Participants

- A. **Requesting Situational Telework.** A situational telework participant is expected to perform their assigned duties at the USPTO office regularly. Situational telework must be requested in advance and approved by the immediate supervisor. Requests for situational telework must include the dates the participant will telework and the work that will be performed at the alternate worksite on those dates.

Participants currently teleworking situationally in a position that is eligible for routine or remote telework who would like to move to routine or remote telework must modify their telework application in [ETIS](#) and follow the application procedures in [Section I.C.9](#). Additional information on routine telework may be found at [Section III](#) and additional information on remote telework may be found at [Section IV](#).

- B. **Offices.** Participants selecting a situational telework program option will retain their status quo office.
- C. **Part Time Employees.** Part-time employees who encumber a position eligible for situational or routine telework may participate in situational telework.

III. Provisions Applicable to Routine Telework Participants

- A. **Overview.** A routine telework participant's official duty station remains the USPTO office and requires the participant to work at the USPTO office for a specified amount of time each week or bi-week as designated by their position eligibility determination.
 1. Participants electing to telework one to four days per week will work at the USPTO office for four to one day(s) per week.

2. Participants electing to telework five days per week may elect either to retain the USPTO office as their official duty station and remain a routine teleworker or, if the participant's primary alternate worksite is located within 50 miles of the USPTO office, change the location of their official duty station to the primary alternate worksite in accordance with the procedures outlined in [Section IV.B.](#) and become a remote teleworker.

B. Routine Telework Participants Teleworking One to Four Days per Week

1. **Telework Schedule.** Participants eligible for routine or remote telework may request to telework one to four days per week, up to the number of days permitted by their position's eligibility determination. Participants electing this option are expected to perform their assigned duties at the USPTO office for one to four day(s) per week, as set forth in their position eligibility determination. Participants who select this option must consult with their immediate supervisor to define a telework schedule that identifies regular days to perform duties at the USPTO office each bi-week. For participants whose essential functions include duties that must be done at the USPTO office, the amount of time spent at the USPTO office on a non-telework day must be long enough to complete those essential functions and if a participant chooses to work at multiple locations on the same day they must notify their immediate supervisor. Participants may not use IFP/S flexibilities or any combination of leave to regularly avoid any in-office requirements. Participants are not precluded from teleworking on fewer days than their position's eligible number of days. The day(s) a participant elects to perform assigned duties in the office will be the same each week and must be scheduled in advance and approved by the immediate supervisor to ensure office coverage.

On a situational basis, a one to four day per week routine telework participant's immediate supervisor may allow an employee to work additional days at an alternate worksite (i.e., supplemental situational telework) in accordance with the provisions for situational telework [See [Section II](#)]. Supplemental situational telework must be requested in advance and approved by the immediate supervisor. Requests for supplemental situational telework must include the dates the participant will telework in addition to the routine telework and the work that will be performed at the alternate worksite on those dates.

2. **Telework Schedule Changes.** Changes in USPTO office day(s) for participants whose position is eligible for routine telework one to four days per week must be requested in advance and approved by the immediate supervisor. These requests may be for a one-time change or for a permanent switch in the days performing assigned duties in the USPTO office. See [Section I.C.7.](#), [I.C.8.](#), and [I.C.9.](#) for permanent program changes. Trademarks may require temporary adjustments to USPTO office day(s) schedules to address business needs and office coverage for non-portable work activities.

Participants currently teleworking one to four days per week in a position that is eligible to telework five days per week who would like to move to five days per week telework must modify their telework application in [ETIS](#) and follow the application procedures in Section [I.C.7.](#), [I.C.8.](#), and [I.C.9.](#) Additional information on five day per week routine telework may be found at [Section III.C.](#) and on five day per week remote telework may be found at [Section IV.](#)

3. **Offices.** Routine telework participants who select a telework program option that places the participant at the USPTO office for two days per week or less will be required to share an office with another employee. Participants who share an office may coordinate their on-campus days, such that one of them uses the office at a time. Participants who select a telework program option that places the participant at the USPTO office for three days per week or more will remain their status quo office arrangements.

A Program participant whose selected telework program option places them in a shared office, and who changes the terms of their telework program and agreement in any way that places them at the USPTO office for three days per week or more, will be reassigned to an unshared office. A participant may have to remain in their shared office until individual office space is available.

The participant will be assigned an office as determined by their seniority consistent with existing Union agreements for office space. The employee should be issued the space they are entitled to within three months of notifying their immediate supervisor and Telework Program coordinator of the change.

C. Routine Telework Participants Teleworking Five Days per Week

1. **Reporting Requirement.** An employee who elects to telework five days per week and maintains the USPTO office as their official duty station is required to report to the USPTO office at least two times per bi-week. Participants shall work at the USPTO Office for a minimum of 15 minutes for each occurrence in a manner consistent with IFP work schedule rules as to days and hours of work. All forms of approved leave, including compensatory time, may be used to meet the required hour(s) on this day but leave may not be used on a regular basis to avoid the requirements of this paragraph to work at the USPTO office two times per bi-week.
2. **Offices.** Routine telework participants who telework five days per week will not have an assigned office at the USPTO office and will reserve hoteling space on campus when working at the USPTO office, including when meeting the regular bi-weekly reporting requirement.

3. **Travel Expenses and Travel Time.** When a participant’s official duty station is the USPTO office, all travel between home and the USPTO office is considered commuting time and will not be reimbursed.

D. Part Time Employees. Part-time employees who encumber a position eligible for routine telework for less than five days per week may participate in telework. The percentage of time that may be worked at the alternate work site will be prorated as determined by the percentage of the employee’s part-time schedule compared to a full-time schedule, times the number of days. Part time employees who encumber a position eligible for remote telework for five days per week, may telework 100 percent of their part time work schedule (the requirement to routinely report to the USPTO office two times a bi-week remains). Part time employees should consult guidelines on part time work schedules in the applicable collective bargaining agreement, labor contract, or other union agreements related to part time work.

IV. Provisions Applicable to Remote Telework Participants

A. Provisions Applicable to all Remote Telework Participants

1. **Overview.** A participant who elects to telework five days per week may elect to either retain the USPTO office as their official duty station in accordance with [Section III.C.](#) or change the location of their official duty station to the primary alternate worksite.

There is no requirement to routinely report to the USPTO office when a participant has changed their official duty station to the primary alternate worksite. The change in official duty station may impact a participant's pay and benefits because locality pay is based on the location of the official duty station. See Sections [IV.A.2](#), [IV.B.1](#), and [IV.C.2](#) for additional information on changing the official duty station.

Table 1 provides an overview of implications for regular and recurring reporting requirements to the USPTO office, employee pay and benefits, and travel expenses associated with changing the official duty station.

Table 1: Official Duty Station Implications

Key Elements	Teleworking < 50 Miles from Alexandria, VA		Teleworking > 50 Miles from Alexandria, VA	
	USPTO Program Reference	Routine: 5 days per week (Hoteling)	Remote: 50-Mile	Routine: 5 days per week (Hoteling)

Key Elements	Teleworking < 50 Miles from Alexandria, VA		Teleworking > 50 Miles from Alexandria, VA	
	USPTO Office	Primary Alternate Worksite	USPTO Office	Primary Alternate Worksite
Official Worksite & Duty Station	USPTO Office	Primary Alternate Worksite	USPTO Office	Primary Alternate Worksite
Pay & Benefits	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite
Regular and Recurring Reporting Requirement	Two Times per Bi-week	None	Two Times per Bi-week	None
Travel for Voluntary Trips to USPTO Office or for Reporting Requirement	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office
Travel for Mandatory Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for the first Trip up to 5 Days, USPTO Pays Thereafter

2. **Process for Changing the Official Duty Station.** A remote telework participant will select one of two program options that permit a change of their official duty station, depending on the location of the approved primary alternate worksite. If the participant lives within a 50 mile radius of the USPTO office, they will select the 50-mile program option and follow the procedures in [Section IV.B.1](#). If the participant lives outside of a 50 mile radius from the USPTO office, they will select the TEAP program option and follow the procedures in [Section IV.C](#). The 50 miles is a point-to-point straight line distance from 600 Dulany Street, Alexandria, VA, 22314.

When changing the official duty station, participants are responsible for maintaining accurate human resource information as outlined in the ETIS Employee Information and Certification Language document located at [Appendix B](#).

3. **Offices.** Remote telework participants will not have an assigned office at the USPTO office and may use hoteling space, if available, when working at the USPTO office.
4. **Part Time Employees.** Part time employees who encumber a position eligible for remote telework, may telework 100 percent of their part time work schedule. Part time employees should consult guidelines on part time work schedules in the applicable collective

bargaining agreement, labor contract, or other union agreements related to part time work.

B. Remote Telework Participants Working within 50 miles of the USPTO Office⁸

1. **Official Duty Station Changes.** Participants who live within a 50-mile radius⁹ of the USPTO office may request to change their official duty station to their approved primary alternate worksite (e.g., home address), which will be designated as their official worksite. A change in the participant's official duty station eliminates the requirement to report to the USPTO office at least two times per bi-week and changes the participant's pay (including locality pay) to the location of the primary alternate worksite, which may be a different locality pay than the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#) website. Questions about other potential changes to pay and benefits (e.g., health and life insurance, thrift savings plan, etc.) may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.

All changes to duty station are voluntary and for the convenience of the participant. See participant responsibilities in [Section IV.A.2](#). All changes to the official duty station must be pre-approved by the USPTO. If a participant's primary alternate worksite (e.g., home address) is within a 50-mile radius of the Alexandria office, a 50-mile radius telework program option may be selected. The participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system.

Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the supervisor and OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station.

2. **Working at the USPTO Office.** Participants may occasionally voluntarily work at the USPTO office. Participants working at the USPTO office are encouraged to reserve hoteling space to perform their official duties. Participants may also be required to occasionally report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other team-, Office-, or Business Unit-wide events.
3. **Travel Expenses and Travel Time.** When a participant's official worksite is their home address or other approved alternate worksite within a 50-mile radius of the USPTO office, they will not be reimbursed for any travel or related expenses for commuting between

⁸ This category of remote telework is sometimes referred to as the "50-Mile Program".

⁹ The 50-mile radius is determined by https://www.gpsvisualizer.com/calculators#distance_address.

their official worksite and the USPTO office regardless of whether the trips are mandatory or voluntary. All such trips, regardless of the location of the official worksite, will not be on duty time.

C. TEAP Option for Remote Participants Working more than 50 miles from the USPTO Office¹⁰

1. **Telework Enhancement Act Program (TEAP).** TEAP allows participants teleworking five days per week whose position is TEAP eligible and who live greater than 50 miles from the USPTO office to decide, for their own convenience, to change their duty station to an approved telework location in the local commuting area of the city in which they live. See participant responsibilities outlined [Section IV.A.2](#). The participant must travel to the USPTO office for mandatory trips when directed by the Office, and TEAP permits the participant to waive their right to travel expenses for a reasonable number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). The participant is responsible for paying for one mandatory trip per fiscal year for up to a maximum of five calendar days, which will be the first trip of the fiscal year. Participants who telework five days per week and who wish to participate in TEAP should refer to the [TEAP Operating Procedures](#) for program specifics.
2. **TEAP Operating Procedures.** The USPTO maintains a TEAP with operating procedures applicable to all USPTO employees. Employees who enroll in TEAP will abide by [TEAP Operating Procedures](#). Highlights of certain aspects of TEAP are outlined below. The information contained herein is not intended to substitute or supersede the TEAP Operating Procedures.
 - a. **TEAP Eligibility.** All telework participants who encumber positions eligible for TEAP may apply to TEAP if they meet the TEAP eligibility requirements (e.g., changing the official duty station, waiving travel reimbursements, etc.). Generally, participants should be approved for TEAP three weeks in advance of any change in the official duty station or move.
 - b. **TEAP Application and Approval.** If a participant's primary alternate worksite (e.g., home address) is outside of a 50-mile radius of the Alexandria office, a TEAP telework program option may be selected. The participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system.
 - c. **TEAP Pay and Benefits.** Participation in TEAP may impact the participant's pay, due to locality pay differences from the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#)

¹⁰ This category of remote telework option is referred to as TEAP.

website. The TEAP Operating Procedures outline other potential changes to benefits (e.g., health and life insurance, thrift savings plan, etc.) and state taxes. Questions about pay and benefits may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.

- d. **TEAP Relocation Expenses.** Participation in TEAP is voluntary. No employee relocation expenses will be paid to participants.
- e. **TEAP Moves and Withdrawal.** A participant must use ETIS to notify their immediate supervisor and the Telework Program coordinator of all moves to a different primary alternate worksite (official worksite) or withdrawal from the program. Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the supervisor and OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station. See the [TEAP Operating Procedures](#) for specific instructions.
- f. **TEAP Mandatory Trips.** The TEAP Operating Procedures outline procedures and requirements for mandatory trips. The TEAP participants will incur one mandatory trip up to a maximum of five calendar days that is participant paid per fiscal year. All trips beyond that number will be paid by the Agency. Trademarks will endeavor to combine reasons for trips and limit the number of trips per year to a reasonable number. The participant's time for travel will be compensated based on the most efficient manner of travel as defined by Federal travel regulations.
- g. **TEAP Voluntary Trips.** Trips to the USPTO office are defined as voluntary when they are discretionary on the part of the participant and visitation/travel is not required by Trademarks. No travel expenses or travel time will be provided for voluntary trips. Voluntary trips to the USPTO office do not count towards the maximum number of mandatory trips. See TEAP Operating Procedures for further guidance on voluntary trips.

V. Temporary Medical Exception

- A. **Description of Program.** Management will consider requests from employees to work from home or another alternate worksite based on a serious temporary or short-term medical need of the employee or a family member which would:
 - 1. Significantly impair or preclude the employee from working at (or traveling to) the USPTO office;

2. Ordinarily require the employee to use leave to be away from the USPTO office without the ability to telework; and
 3. Allow the employee to work from the alternate work site.
- B. Flexibility:** In addition to the flexibility of where to work, the employee may request additional telework days, up to and including teleworking five days per week and specific hours of work.
- C. Application.** The request may be from a person not eligible to telework (based on position eligibility), or from a current teleworker to expand or change the number of days of telework or change their telework program option. If the request is from an employee whose position is not normally eligible to telework and is not covered by an existing telework agreement, the employee must sign a telework agreement. Eligibility requirements based on position may be waived because the eligibility for the temporary medical exception is based upon specific need.
- D. Approval.** Requests under these circumstances (known as a Temporary Medical Exception) must be submitted to the employee's immediate supervisor (or designee) as soon as the need for the temporary medical exception is known by the employee. The supervisor or designee will promptly forward the request with any comments (to include their proposal for the terms of the medical telework) to the Business Unit Head or Deputy Business Unit Head or designee. Decisions to grant or deny requests will be made by the Business Unit Head, Deputy, or designee and communicated to the employee in writing promptly, generally within one or two weeks, and taking into consideration the date on which the employee requests to begin telework. The reason(s) for any denial will be included in the response.

In determining whether to approve a request under this section, the supervisor must consider:

1. The work available for the employee to perform from a remote location as well as the ability to successfully complete assigned tasks in accordance with the employee's performance appraisal plan;
2. Whether or not the employee will have appropriate remote access to USPTO IT systems and the likelihood that the employee can be successful in working remotely;
3. The employee's ability to work without the disruption of providing childcare, eldercare, or medical needs (the employee may mid-day flex, if on an appropriate work schedule, to accomplish these activities); and
4. The impact of the employee's absence from the USPTO office on other employees as well as the ability of Trademarks to meet its business needs.

Approval to telework under this exception will be up to the duration of the medical need, depending on the work available to be performed at the approved alternate work site. In all instances, the telework granted pursuant to this medical exception may not exceed 4 months without renewed approval. However, the approval may be reviewed at any time and may be extended, adjusted, or revoked: a.) if the medical circumstances have changed; or b.) when participation is based on the medical needs of a family member and business unit needs have changed significantly). Approval of these requests for a temporary medical exception is separate and independent of the Agency's reasonable accommodation process and is not considered evidence of the Agency perceiving or regarding an employee as disabled under the [Rehabilitation Act](#). Nothing in this section precludes or limits the ability of employees to request a reasonable accommodation nor limits the ability of supervisors to refer employees to the Reasonable Accommodation Program Office/OEEOD for assistance when appropriate.

E. Documentation. Upon request, employees must submit medical documentation) from a health care provider supporting the request for a temporary medical exception.

1. The statement or documentation will: --
 - a. State the general nature of the medical need and why the employee should be excused from working at the USPTO office (treatment of the employee or a family member outside of the commuting area will satisfy this requirement).
 - b. Confirm that the employee can perform work.
 - c. Include either of the following:
 - i. If the employee has the medical condition—that the employee is fit for duty at the alternate work site, including any limitations that may apply; or,
 - ii. If a family member has the medical condition—
 - (A) state that the family member will not require constant attention, or
 - (B) the employee may indicate on the application that other people will provide care when the employee is working.
 - d. The expected duration of the need based on the medical condition.
2. The employee will not be required to reveal any details about the medical condition other than the general nature of the condition as set out in the medical documentation described in [Section V.E.1](#), and Trademarks may not require the employee or family member to sign a release for their medical information.

3. Trademarks will treat as confidential any medical information given by an employee in support of the medical telework request, and may only disclose such information subject to its Privacy Act and Rehabilitation Act obligations for work-related reasons on a need to know basis.
 4. The purpose of the health care provider's statement and/or documentation is to verify the existence of the medical reason asserted in the temporary medical request, that the employee could not reasonably be expected to work at the USPTO office or that working from an alternate worksite would help alleviate the medical condition or assist with recuperation, and that the employee is fit for duty at the alternate location. Trademarks will not substitute its own judgment for the medical judgment of the health care provider with respect to the validity of the medical condition, its duration, or how medical telework will alleviate the condition or help the employee (or family member) to recuperate (so long as there are sufficient details in the statement for Trademarks to understand the basis for the recommendations).
- F. **Work Performed.** Because of the added flexibility in terms of eligibility, scheduling and/or number of telework days and hours, the participant and the supervisor will discuss the work to be done, the hours to be worked (including both the number of hours per day and the time of these hours), and any changes in circumstances affecting the arrangement. The terms of the medical telework will be documented in writing and signed by the employee and supervisor or exchanged via email.

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Safety Guidelines for the Alternate Worksite(s)

Employees may use the following guidelines to assist them in a review of the overall safety and adequacy of their alternate worksite. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

1. Develop and practice a fire evacuation plan for use in the event of an emergency.
2. Check your smoke detectors regularly and replace any batteries as needed.
3. Have a working fire extinguisher conveniently located at your alternate worksite (in the room where you work or appropriately located to help with evacuation), and check the charge regularly.
4. Computers are heavy. Place them on sturdy, level, well-maintained furniture.
5. Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
6. Locate your computer to eliminate noticeable glare from windows and lighting. Place the computer monitor at a height that is comfortable and does not produce neck or back strain. Locate computer keyboards at heights that do not cause wrist strain or place the keyboard on an adjustable surface.
7. Install sufficient lighting in locations to reduce glare on the work surface.
8. Arrange file cabinets so that opened drawers do not block ingress and egress.
9. Be sure to leave space for ingress and egress, where possible, to reduce tripping hazards.
10. Be sure electrical equipment is connected to grounded outlets.
11. Avoid fire hazards by not overloading electrical circuits.
12. Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause triggering hazards in your workspace.
13. Locate computers, phones, and other electrical equipment in a manner that keeps power cords out of walkways.
14. Lock (CTRL+ALT+DEL) computers after the workday is over.
15. Keep your workspace clean and avoid clutter which can cause fire and tripping hazards.
16. Use proper lifting techniques when moving or lifting heavy equipment and furniture.
17. Report accidents and injuries immediately to your supervisor.

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ETIS Employee Information and Certification Language

The document summarizes the various conditions, understandings, and certifications required by an employee who applies for and enrolls into a USPTO telework program. The information will appear on screens during the ETIS application process.

General guidance and provisions of telework at USPTO

1. All pay, leave, and travel entitlements will be based on the participant's official duty station.
2. The participant must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
3. The participant agrees to complete surveys and attend focus group meetings and interviews to help evaluate the telework program.
4. For participants with government provided equipment: Upon reasonable advance notice by the agency, the participant will permit USPTO employees and contractors to access the alternate worksite during normal working hours on a day that the participant is working at home for the purpose of installing, repairing, maintaining, or removing equipment, software, or other USPTO property, or to investigate an accident or a Workers' Compensation claim or to investigate other work-related or safety problems arising from the administration of the telework program. The parties may mutually agree to a time outside of these hours.
5. The participant agrees to comply with USPTO instructions regarding the return or removal of program materials.
6. The government will not be liable for damages to a participant's personal or real property during the course of performance of official duties or while using government equipment in the participant's residence, except to the extent the government is liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilians Employees Claims Act, or other laws.
7. All office policies and procedures and responsibilities remain in effect during a telework program unless the terms of the program agreement or guidelines specifically indicate a difference.
8. Participants who change their primary alternate worksite while participating in the program are required to update their primary alternate worksite address in the Enterprise Telework Information System (<https://etis.uspto.gov>). Participants must also keep their approved secondary alternate site location updated, but this does not constitute a relocation.
9. In accordance with USPTO CIO standards, participants in any telework program must have internet service provided by cable or fiber optic with minimum internet speeds of 15 Megabits per second of download speed and 4 Megabits per second of upload speed. The participant agrees that her/his internet speeds at the alternate worksite(s) meet or exceed this requirement, unless a lower speed is authorized by an underlying agreement.

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Employee Responsibilities Related to Human Resource Information

I understand the following:

1. I am responsible for keeping my residential address and duty station up-to-date in the Employee Personal Page ([EPP](#)) and ETIS systems;
2. I am responsible for reviewing my benefits coverage (health insurance, dental and vision plans, and long term care insurance), and ensuring the options I have selected provide coverage in my desired location. If I relocate out of the coverage area and wish to elect a new health benefit plan, I must notify the Office of Human Resources (OHR) to make a new election;
3. I am responsible for ensuring that the correct state taxes are withheld from my salary. If I move, I understand it is my responsibility to submit a change request through OHR according to the established processing timelines. If I fail to ensure the proper taxes are withheld from my salary, it is my responsibility to work with my state(s) to make any necessary corrections. The OHR will not make retroactive adjustments or withholdings. More information on how to change your state tax exemption can be found [here](#);
4. Because I am responsible for making sure that taxes are being paid to the appropriate jurisdiction and that my pay is based on the location of my duty station, reviewing my earnings and leave statements is the best way of identifying any issues as early as possible;
5. If applicable, I will work with my supervisor to ensure a "Change in Duty Station" Personnel Action Request (PAR) is initiated in the [HRConnect](#) system before the effective date. I also understand that the change in duty station cannot be made effective until OHR has processed the request. If I fail to timely update my address or duty station, it may impact my locality pay and result in an erroneous salary overpayment. I will be required to refund any overpayment to the USPTO.
6. Questions regarding benefits, compensation or personnel action processing may be directed to HumanResources_USPTO@uspto.gov or by telephone at 571-272-6000.

Safeguarding USPTO information and equipment

1. The participant will protect Government/USPTO records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at 5 U.S.C. Section 522a.
2. The participant will ensure that Government/USPTO records taken from the USPTO are accessed only by authorized personnel.
3. The participant will safeguard documents, data files and equipment during transit and at the alternate worksite(s).
4. The participant must return all documents, data files, work products, drafts and notes to the USPTO upon participant ending participation in the program.

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Maintaining USPTO Virtual Private Network Connection Requirements

I certify that I have read the [USPTO VPN Connection Requirements*](#) and that my internet connection(s) are compliant.

* You may be required to show proof that the Internet Service Provider(s) you use at the alternative worksite(s) comply with the VPN Connection Requirements. Note: some employees with slower speeds may meet the requirements based on being covered by agreements negotiated with the union representing the participant.

Conditions for Participating in Telework

As a condition of participation in the Telework Program, I agree to the following:

1. I have read and agree to adhere to the program requirements, including agreements and guidelines as appropriate, of the Telework Program.
2. I acknowledge that all pay, leave and travel entitlements will be based on my official duty station.

Final Certifications Upon Signing

- By signing, I certify that I have read and will comply with the [Business Unit Telework Program] provisions and the Employee Responsibilities included on page 2 of 3.
- If my telework program offers TEAP¹¹ as an option and I have selected TEAP as my option, my signature also certifies that: I have read and will comply with the [TEAP Operating Procedures](#); my participation is for my convenience, and, I waive my right to travel reimbursement as outlined in the TEAP Operating Procedures.

¹¹ Telework Enhancement Act Program

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USPTO New Employee Telework Agreement

The following constitutes an agreement between the U. S. Patent & Trademark Office and _____ (name of employee).

Type of Telework

Based on conversations with my supervisor I have been informed that I am eligible for and select: (choose one)

_____ Routine Telework (I will be allowed to telework a specified number of days and I will be in the USPTO facilities a specified number of days per week.

_____ Remote Work: I will work all of my hours from my home or other alternate work site and I am not expected to routinely report to a USPTO office or facility.

_____ Remote Work within 50 miles of the USPTO office or facility: I will work all of my hours from my home or an alternate work site that is located within 50 miles of the USPTO office or facility.

Location of Alternate Work Site:

The USPTO needs to know the location of your alternate work site. Please chose one of the statements below:

_____ The address I submitted with my new employee orientation documents is the location of my alternate work site.

_____ I intend to work from a different location than the address I submitted. I will call my supervisor and provide the information within the next two days.

The phone number at the alternate work site is: _____ (provide a mobile number if there is no land line)

Official Duty Station

Your Official Duty Station may determine your pay or other benefits. If you will work at the USPTO headquarters or another USPTO facility on a routine basis, your Official Duty Station will be the city and state of the USPTO facility. If you are a remote worker, your Official Duty Station will be the city and state of your alternate work site.

Discussions with Supervisor

This agreement references a number of policies, agreements, and other requirements. The Agency acknowledges that you do not have the ability to review these documents until you are an official employee of the Agency. Therefore, your supervisor will discuss any of these issues with you to help

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you understand his or her expectations and your requirements. You will have access to the material once you have access to the USPTO Intranet.

Agreement Terms

- 1) This agreement becomes effective once you have signed the agreement and when you begin working for the USPTO. The Agreement does not require a signature of an Agency Representative.
- 2) This is a temporary agreement that will be in effect no longer than two months. The agreement expires on the earlier of you signing a new telework agreement appropriate for your position and business unit within the USPTO or 2 months after you begin working for the USPTO.
- 3) The employee may telework up to full-time under this agreement, with the extent of authorized telework determined by the employee's business unit. The Agency retains the authority to direct the employee to report to the official duty station as required. 50 Mile radius participants may be required to come to the USPTO as needed. Employees should communicate with their supervisor regarding the assignment of work while teleworking.
- 4) Employees agree to inform their supervisor of their work schedule at the beginning of each day or on a biweekly basis either by email or using the status function in Microsoft Teams, and to update the supervisor as soon as practicable of any changes to the schedule. The employee must comply with all rules and policies governing work schedules while teleworking.
- 5) The employee is required to have Internet Service with a download speed of at least 15 Mbps and an upload speed of at least 4 Mbps at the alternate work site.
- 6) Telework is not authorized when the employee is providing care to any individual. Employees shall have dependent care arrangements so that the employee's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the employee teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
- 7) All pay, leave, and travel entitlements will be based on the employee's Official Duty Station.
- 8) Participants agree to comply with USPTO instructions regarding the return or removal of Agency materials. The employee will ensure that only authorized personnel access the materials provided by or taken from the USPTO.
- 9) The employee must return all USPTO files, work product, drafts, and notes to the USPTO within two business days of the employee ending participation in the program, regardless of whether participation ends voluntarily or at the direction of the Agency.

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- 10) Assigned duties may only be performed at the approved alternate work site or official duty station. Documents under secrecy orders or containing national security markings cannot be remotely accessed or removed from the USPTO work site.
- 11) The employee will safeguard and protect the confidentiality of patent applications and information therein in accordance with 35 U.S.C. § 122 and any private information (including information covered by the Privacy Act, 5 U.S.C. § 552a).
- 12) Signing and returning this agreement does not confer the right to telework when the employee is in a position that has not been approved for telework or to increase the amount of telework from what has been authorized by the USPTO.

I certify that I have read and will comply with the aforementioned provisions.

Print name

Employee's Signature

Date

An /s/ followed by the employee's name will be a sufficient signature for this document, or the employee may print, sign, scan and return the agreement.

Please return this agreement to your supervisor

Position Title	PP-Series-Grade	# Telework Days	Barg. Unit	TEAP Eligibility
Legal Instrument Examiner	GS-0963-09	5	243	Yes
Trademark Information Specialist	GS-0301-09	5	243	Yes
Audio Visual Production Specialist	GS-2210-13	5	243	No
Lead Visual Information Specialist	GS-1804-14	5	243	No
Legal Instrument Exam	GS-0963-07	5	243	Yes
Legal Instrument Exam	GS-0963-07	5	243	Yes
Legal Instrument Examiner	GS-0963-09	5	243	Yes
Legal Instrument Examiner	GS-0963-07	5	243	Yes
Legal Instrument Examiner	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
LIE	GS-0963-07	5	243	Yes
PARALEGAL SPECIALIST	GS-0301-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0301-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
PARALEGAL SPECIALIST	GS-0950-11	5	243	Yes
Paralegal Specialist	GS-0950-11	5	243	Yes
Paralegal Specialist	GS-0950-11	5	243	Yes
Paralegal Specialist	GS-0950-09	5	243	Yes
Paralegal Specialist	GS-0950-12	5	243	Yes
Paralegal Specialist	GS-0950-12	5	243	Yes
Paralegal Specialist	GS-0950-11	5	243	Yes
SPVY TM Business Operations Spec (Data Mgt)	GS-2210-12	5	243	Yes
Sr Paralegal Specialist	GS-0950-12	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
TM Specialist	GS-0950-11	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
TM Specialist	GS-0301-11	5	243	Yes
TM Specialist	GS-0301-09	5	243	Yes
Trademark Business Analyst	GS-0301-14	5	243	Yes
Trademark Business Analyst	GS-0301-14	5	243	Yes
Trademark Business Analyst	GS-2210-14	5	243	Yes
Trademark Business Analyst	GS-0301-14	5	243	Yes
Trademark Business Analyst	GS-2210-14	5	243	Yes
Trademark Business Analyst	GS-2210-14	5	243	Yes
Trademark Business Analyst	GS-0301-14	5	243	Yes
Trademark Business Operations Specialist	GS-0301-13	5	243	Yes
Trademark Business Operations Specialist	GS-2210-13	5	243	Yes
Trademark Business Operations Specialist	GS-2210-13	0	243	Yes
Trademark Business Operations Specialist	GS-0301-13	5	243	Yes
Trademark Business Operations Specialist	GS-2210-14	5	243	Yes
Trademark Business Operations Specialist	GS-2210-13	5	243	Yes
Trademark Business Operations Specialist	GS-0301-13	5	243	Yes
Trademark Business Operations Specialist	GS-0301-12	5	243	Yes

Trademark Business Operations Specialist	GS-0301-13	5	243	Yes
Trademark Business Operations Specialist	GS-0301-13	5	243	Yes
Trademark Business Operations Specialist	GS-2210-13	5	243	Yes
Trademark Business Operations Specialist	GS-2210-13	5	243	Yes
Trademark Business Operations Specialist	GS-0301-13	5	243	Yes
Trademark Business Operations Specialist	GS-0301-12	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-09	5	243	Yes
Trademark Information Specialist	GS-0301-09	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-09	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Information Specialist	GS-0301-11	5	243	Yes
Trademark Specialist(MPU)	GS-0301-11	5	243	Yes
Trademark Specialist(MPU)	GS-0301-11	5	243	Yes
Trademark Specialist(MPU)	GS-0301-11	5	243	Yes
Trademark Specialist(MPU)	GS-0301-11	5	243	Yes
Trademark Specialist(MPU)	GS-0301-11	5	243	Yes
Trademark Specialist(MPU)	GS-301-09	5	243	Yes
VISUAL INFO SPEC (MULTIMEDIA)	GS-1084-13	5	243	No
Visual Information Specialist	GS-1084-13	5	243	No
Visual Information Specialist	GS-1084-13	5	243	No
Visual Information Specialist	GS-1084-13	5	243	No
Visual Information Specialist	GS-1084-13	5	243	No
Visual Information Specialist	GS-1084-13	5	243	No
				113 Total

APPENDIX D

Re: Work Schedule for Trademark Information Specialists In the Trademark Assistance Center (TAC)

The United States Patent & Trademark Office (USPTO or Agency) and the National Treasury Employees Union, Chapter 243 (NTEU or Union), agree to the following terms regarding the Telework program for Trademarks TIS NTEU 243 Bargaining Unit employees in the Trademark Assistance Center.

1. The Trademark Assistance Center (TAC) provides service for Trademarks external customers between the hours of 8:30 a.m. and 8:00 p.m. EST, Monday through Friday. Employees in TAC are assigned tour of duty hours between the operational hours of 8:30am and 8:00pm, EST and may only telework between those hours Monday through Friday whether at the alternate or official duty station.
2. The parties agree this Appendix D does not supersede the cover MOU.

DECISION ON AGENCY-HEAD REVIEW

Agency-head review under 5 USC 7114 (c) has been completed on the Memorandum of Understanding between NTEU Chapter 243 ("NTEU 243") and USPTO ("Agency") covering the terms and implementation of a telework program for the Chief Administrative Office, which was executed by NTEU 243 and the Agency on May 24, 2022. Under the authority delegated to me by the General Counsel, on July 19, 2018:

I approve this Agreement as in accordance with the Federal Service Labor-Management Relations Statute, 5 USC 7101, et seq., and other applicable laws, rules and regulations.

I disapprove this Agreement as inconsistent with the Federal Service Labor-Management Relations Statute, 5 USC 7101, et seq., and/or other applicable laws, rules and regulations.



David Shewchuk

Deputy General Counsel for General Law

United States Patent and Trademark Office

Date: 27 May 2022

Cc: Tabitha G. Macko

Sonya Penn

Kathryn Siehndel

Memorandum of Understanding

May 24, 2022

The parties to this Memorandum of Understanding (MOU), National Treasury Employees Union, Chapter 243 (NTEU 243) and the United States Patent and Trademark Office (USPTO or Agency), agree to this MOU covering the terms and implementation of a telework program for Chief Administrative Office (CAO) NTEU 243 bargaining unit employees. The parties have worked collaboratively to develop the terms of the program, which are attached to this MOU as Appendix A (the Program) along with a list of position eligibility as Appendix B. This MOU covers NTEU 243 bargaining unit members working in CAO. This agreement supersedes any other CAO telework agreement covering CAO NTEU 243 employees. In addition, the parties agree as follows:

- 1. Meeting of Bargaining Obligations:** acknowledges that the Agency has met its notice and bargaining obligations regarding the implementation of the Program.
- 2. Implementation of Program:** The Program will begin implementation during the notice period provided to employees regarding the reopening of the Alexandria Headquarters of the USPTO. Employees who have completed all of the actions necessary to participate in the program during that period will begin their new telework arrangement once the Office is no longer on maximum telework.
- 3. Reviewing Positions for Eligibility:** No later than May of each year, CAO will notify NTEU 243 of all bargaining unit positions it *has identified as eligible for telework, the number of days per week each position is eligible to telework, and whether a position eligible to telework five days per week is also eligible for TEAP.* CAO will meet with NTEU 243 to discuss these determinations, including any positions CAO has identified as ineligible for telework and the reason(s) therefore. CAO will publish individual Position Eligibility lists after discussing eligibility determinations with the Union.

Position Title	Pay Plan/Series/Grade/Step	Current # Days/Week Teleworking	New Proposal	Change	Bargaining Unit Code and Desc	Office
BLDG MGMT SPECLST	GS-1176-12/08	2	2	0	2318 - NTEU CHAPTER 243	OAS
BLDG MGMT SPECLST	GS-1176-12/08	2	2	0	2318 - NTEU CHAPTER 243	OAS
BLDG MGMT SPECLST	GS-1176-12/09	2	2	0	2318 - NTEU CHAPTER 243	OAS
BLDG MGMT SPECLST	GS-1176-09/01	2	2	0	2318 - NTEU CHAPTER 243	OAS
BLDG MGMT SPECLST	GS-1176-12/10	2	2	0	2318 - NTEU CHAPTER 243	OAS
BLDG MGMT SPECLST	GS-1176-12/01	2	2	0	2318 - NTEU CHAPTER 243	OAS
BLDG MGMT SPECLST	GS-1176-09/10	2	2	0	2318 - NTEU CHAPTER 243	OAS
BLDG MGMT SPECLST	GS-1176-09/05	2	2	0	2318 - NTEU CHAPTER 243	OAS
BLDG MGMT SPECLST	GS-1176-12/01	2	2	0	2318 - NTEU CHAPTER 243	OAS
ENVIRONMENTAL PROTECTION SPECLST	GS13	5	5	0	2318 - NTEU CHAPTER 243	OAS
CONFERENCE SERVICES MANAGER	GS-0301-13/04	0	1	1	2318 - NTEU CHAPTER 243	OAS
SPACE & TELECOMMUN SPECLST/SPACE PROJ MGMT SPECLST	GS-0301-13/10	2	3	1	2318 - NTEU CHAPTER 243	OAS
SPACE & MOVE SPECIALIST	GS-0301-12/04	2	2	0	2318 - NTEU CHAPTER 243	OAS
SPACE & MOVE SPECIALIST	GS-0301-12/04	2	2	0	2318 - NTEU CHAPTER 243	OAS
SPACE & MOVE SPECIALIST	GS-0301-11/01	2	2	0	2318 - NTEU CHAPTER 243	OAS
SPACE & TELECOMMUN SPECLST	GS-0301-13/03	2	3	1	2318 - NTEU CHAPTER 243	OAS
SPACE & TELECOMMUN SPECLST	GS-0301-13/07	2	3	1	2318 - NTEU CHAPTER 243	OAS
SPACE & TELECOMMUN SPECLST	GS-0301-13/04	2	3	1	2318 - NTEU CHAPTER 243	OAS
PROJECT MANAGER	GS-0301-13/10	2	3	1	2318 - NTEU CHAPTER 243	OAS
SPACE MANAGEMENT SPECIALIST	GS-0301-13/01	2	3	1	2318 - NTEU CHAPTER 243	OAS
SPACE MANAGEMENT SPECIALIST	GS-0301-13/07	2	3	1	2318 - NTEU CHAPTER 243	OAS
SPACE MANAGEMENT SPECIALIST	GS-0301-12/13	2	3	1	2318 - NTEU CHAPTER 243	OAS
SPACE MGMT ASST	GS-0303-05/02	0	1	1	2318 - NTEU CHAPTER 243	OAS
PROG ANAL	GS-0343-12/10	2	3	1	2318 - NTEU CHAPTER 243	OAS
PROP DISPOS SPECLST	GS-1104-13/04	2	3	1	2318 - NTEU CHAPTER 243	OAS
PRTG SPECLST	GS-1654-12/09	2	3	1	2318 - NTEU CHAPTER 243	OAS
MATERIALS HANDLER SUPERVISOR	WS-6907-04/03	0	0	0	2318 - NTEU CHAPTER 243	OAS
MGMT & PROG ANAL	GS-0343-13/09	2	0	0	2318 - NTEU CHAPTER 243	OAS
MOTOR VEHCL OPERTR	WG-5703-06/05	0	0	0	2318 - NTEU CHAPTER 243	OAS
MOTOR VEHCL OPERTR	WG-5703-06/03	0	0	0	2318 - NTEU CHAPTER 243	OAS
MOVE SPECIALIST	GS-0301-11/03	1	1	1	2318 - NTEU CHAPTER 243	OAS
MTRLS HNDLR	WG-6907-05/03	0	0	0	2318 - NTEU CHAPTER 243	OAS
MTRLS HNDLR	WG-6907-05/03	0	0	0	2318 - NTEU CHAPTER 243	OAS
MTRLS HNDLR	WG-6907-05/02	0	0	0	2318 - NTEU CHAPTER 243	OAS
MTRLS HNDLR	WG-6907-05/03	0	0	0	2318 - NTEU CHAPTER 243	OAS
SUPPORT SERVICES SPECIALIST	GS-0342-12/07	2	3	1	2318 - NTEU CHAPTER 243	OAS
CONTACT REPR	GS-0962-07/10	0	2	2	2318 - NTEU CHAPTER 243	OAS
CONTACT REPR	GS-0962-07/10	2	2	0	2318 - NTEU CHAPTER 243	OAS
CONTACT REPR	GS-0962-07/10	0	2	2	2318 - NTEU CHAPTER 243	OAS
CONTACT REPR	GS-0962-07/10	2	2	0	2318 - NTEU CHAPTER 243	OAS
SUPVY CONTACT REPRESENTATIVE	GS-0962-11/05	2	2	0	2318 - NTEU CHAPTER 243	OAS
ASSET MANAGEMENT PROGRAM SPECIALIST	GS-0301-13/03	2	3	1	2318 - NTEU CHAPTER 243	OAS
SUPV ASSET MANAGEMENT PROGRAM SPECIALI	GS-0301-14/01	2	3	1	2318 - NTEU CHAPTER 243	OAS
QUALITY CONTROL MONITOR	GS-0301-09/10	2	3	1	2318 - NTEU CHAPTER 243	OAS
Electronic Records Management Specialist	GS-0301-14/7	2	3	1	NTEU 243	CAO Front Office
Records Management Specialist	GS-0301-13/5	1	3	2	NTEU 243	CAO Front Office
Government Information Specialist	GS-0306-13/1	0	4	4	NTEU 243	CAO Front Office
Government Information Specialist	GS-0306-12/1	0	4	4	NTEU 243	CAO Front Office
		71	65	33		

Office of Chief
Administrative Officer
Telework Program
May 2022

CAO TELEWORK PROGRAM

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I. Provisions Applicable to all Telework Participants

A. Introduction

1. **Program Overview.** The CAO Telework Program (Program) allows eligible employees to perform assigned duties at an approved telework location, including their home. The Program is designed to deliver on the missions of the CAO and its customers while providing employees with workplace flexibility. The Program includes two telework options: situational, and routine. Participation in the Program is voluntary and does not change the conditions of employment except as specified in these provisions.

Section I of this document is applicable to all Program participants (participants). Section II outlines additional provisions applicable to participants who elect situational telework. Section III outlines additional provisions applicable to participants who elect routine telework for one to five days per week. Section IV outlines provisions for a temporary medical exception to leverage telework options for which their position is otherwise not eligible.

2. **Definitions.** The following definitions are used for the purposes of the Program:
 - a. *USPTO office* is defined as the USPTO headquarters in Alexandria, VA, unless otherwise designated as another location.
 - b. *Official duty station* is the city/town and state in which an employee's official worksite is located. For purposes of this program, the official duty station will always be in the United States (currently defined as the 50 United States, the District of Columbia, and Puerto Rico). An employee's official duty station is the location that is documented on the most recent SF-50, *Notification of Personnel Action*.
 - c. *Official worksite* is the location where an employee regularly performs their assigned duties. This will be the USPTO office in Alexandria, VA.
 - d. *Alternate worksite* is an approved telework location. Approval must be received in advance of teleworking from an alternate worksite. A teleworking employee may have both a *primary alternate worksite* (i.e., the principal telework location, likely an employee's home) and one or more *secondary alternate worksites* (e.g., a relative's home, or a vacation or second property). See Section I.D. for alternate worksite requirements.
 - e. *Situational telework* is defined as performing assigned duties at an approved alternate worksite occasionally and on a case-by-case basis (i.e., the employee does not

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telework on an ongoing and regular telework schedule). Supervisory approval is required each time the employee teleworks. Situational telework may also be referred to as episodic, intermittent, or ad-hoc. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section II](#) for situational telework provisions.

- f. *Routine telework* is defined as performing assigned duties at an approved alternate worksite on an approved ongoing and regular telework schedule. The participant routinely teleworks for one to five days per week and performs assigned duties at the USPTO office for four days to one (1) day¹ per week. The participant works at both the alternate worksite and at the USPTO office during each bi-week. The number of days eligible for telework are determined assuming a five-day workweek. This does not preclude an employee from using work schedule flexibilities to work less than the number of days eligible for telework at the approved alternate worksite, so long as the participant is working at the USPTO office in accordance with the expected number of days defined in the position eligibility. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section III](#) for routine telework provisions.

B. Eligibility

1. **Activities Not Suitable for Telework.** Positions generally eligible for telework are those positions with a sufficient volume of tasks that are suitable to be performed at an alternate worksite. Examples of the type of work that cannot be performed at an alternate worksite and will therefore limit the number of days a position is eligible for telework are:
 - a. Activities that require physical face-to-face personal contacts;
 - b. Activities that are restricted to a certain location;
 - c. Intake or distribution of postal mail;
 - d. Working with paper-based documentation not maintained in electronic format that is not portable and must not be duplicated such as processing or staging of records;
 - e. Hands-on contact with machinery, equipment, vehicles, or files; or

¹ If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the reporting requirement is met by working in the USPTO office for a minimum of 15 minutes per week.

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- f. Direct handling of classified or other secure materials that are not appropriate to access remotely.
2. Position Eligibility. The number of days a position is eligible to telework will be determined by evaluating the daily volume of tasks that are suitable to be performed at an alternate worksite and the daily volume of tasks that must be performed at the USPTO office.
 - a. Not eligible for telework: the position's duties can only effectively be performed at the USPTO office.
 - b. Situational Telework: the position's duties are typically only able to be effectively performed at the USPTO office, but occasionally the employee's duties and the USPTO's needs are capable of being modified on a case-by-case basis to support non-routine performances of duties at an approved alternate worksite.
 - c. Routine Telework:
 - i. *1 day per week*: the position's duties, and the USPTO's needs, are suitable for allowing 1 day per week of routine telework. Employees in the position are expected to work at the USPTO office at least 4 days per week.
 - ii. *2 days per week*: the position's duties, and USPTO's needs, are suitable for allowing 2 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 3 days per week.
 - iii. *3 days per week*: the position's duties, and the USPTO's needs, are suitable for allowing 3 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 2 days per week.
 - iv. *4 days per week*: the position's duties, and USPTO's needs, are suitable for allowing 4 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 1 day per week.
 - v. *5 days per week*: the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of routine telework. If an employee chooses this telework option they maintain the USPTO office as their official duty station and they must report to the USPTO office at least two times per bi-week for 15 minutes for each occurrence to meet the recurring reporting requirement. This option is sometimes referred to as hoteling. [See [Section III.C.](#)]

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Telework Program Options

Telework		
Situational	Routine	
Portable duties eligible to be performed via telework on an occasional or infrequent basis.	Partial Telework	Full Telework
	Up to 4 days telework per week (adjusted for part time employees)	Full extent of work schedule
	With regular and routine Reporting Requirement	
	Supplemental Situational telework is available. You will retain office if teleworking for 1 or 2 days per week; you must share office if teleworking for 3 or 4 days per week.	Room Reservation requirement

3. **Review Positions for Eligibility.** Annually, the CAO will review positions to determine the number of days each position is eligible for telework.
4. **Individual Eligibility.** Employees in a position deemed telework eligible are eligible to telework after they satisfy the minimum requirements outlined in the provisions of the Program [See requirements at [1.C.2.](#)] and they meet the statutory eligibility requirements [See Section [1.B.5.](#)]. The number of days a position is deemed eligible for telework will decree the maximum number of days an employee is eligible to telework.
5. **Statutory Eligibility².** An employee is not eligible to participate in the Program if they: 1) have been officially disciplined for being absent without permission (i.e., absent without leave (AWOL)) for more than five days in any calendar year, or 2) have been officially disciplined for violations of subpart G of the [Standard of Ethical Conduct of Employees of the Executive Branch](#) for viewing, downloading, or exchanging pornography, including

² Telework Enhancement Act of 2010, as amended, 5 U.S.C § 6502(a)(2).

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child pornography, on a Federal Government computer or while performing official Federal Government duties.

6. **Position Changes.** Employees joining the CAO from another USPTO position will be required to apply for participation in the Program, subject to their new position's eligibility determination. Employees moving from one position to another within either CAO are not required to reapply to the Program, but may be required to adjust their selected telework option and/or telework days based on their new position's eligibility and/or the CAO needs, as the case may be. The employee must discuss their schedule, the assigned duties to be performed at the alternate worksite, duty station and reporting requirements, and agreed-upon methods for communication and collaboration with their new position's supervisor.

C. Application

1. **Request.** An employee may participate in the Program to the maximum extent permitted by their position eligibility, or participate less than the maximum permissible, if applicable. (E.g., an employee in a position eligible for four days of telework per week may elect to participate on a four day per week basis, a fewer number of days per week, or not to telework at all.)

As described in [I.C.2](#), below, employees wishing to participate in the Program will submit a request through the USPTO's [Enterprise Telework Information System \(ETIS\)](#), specifying the program option and number of days per week they wish to telework, as follows:

- a. *Situational.* As described in [Section II](#), participants in this telework option generally report to the USPTO office five days per week, but are authorized to occasionally telework, up to the maximum number of days per week for which their position is eligible, as the employees' duties and/or circumstances make desirable.
- b. *Routine: one day per week.* As described in [Section III.B](#), participants in this option report to the USPTO office four days per week. When at the USPTO office, a one day per week participant will maintain their status quo office.
- c. *Routine: two days per week.* As described in [Section III.B](#), participants in this option report to the USPTO office three days per week. When at the USPTO office, a two day per week participant will maintain their status quo office.

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- d. *Routine: three days per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office two days per week. When at the USPTO office, a three day per week participant will share an office with another employee.
 - e. *Routine: four days per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office one day per week. When at the USPTO office, a four day per week participant will share an office with another employee.
 - f. *Five days per week.* If electing to telework five days per week, a participant is presented with only one five day per week program option as follows:
 - i. *Routine: Hoteling.* As described in [Section III.C.](#), participants in this option report to the USPTO office at least two times per bi-week for a minimum of 15 minutes at each occurrence on a schedule of their choosing. Participants will relinquish their USPTO designated office and, when at the USPTO office to meet the minimum reporting requirement, a five day per week routine telework participant will use temporary or "hoteling" office space.
2. Requirements. All employees who wish to participate in the Program must meet or complete the following requirements. Additional information about each item is located at the referenced section of this document.
- a. Be in an eligible position. [See [Section I.B.](#)]
 - b. Read the Program Guidelines (this document).
 - c. Hold a conversation with your immediate supervisor to discuss:
 - i. The desired telework program option and schedule based on position eligibility. [See Sections [I.B.](#), [I.C.1](#), [I.G.](#), and [III.B.1](#)]
 - ii. The assigned duties to be performed at the alternate worksite(s), [See Sections [I.B.](#), [III.A.](#), and [III.B.](#)]
 - iii. CAO work schedule operating parameters, including agreed-upon methods for communication and collaboration. [See Sections [I.E.3.](#), [I.F.](#), and [I.G.1](#)]
 - iv. Worksites, including the primary alternate worksite, the official worksite, and whether there will be more than one alternate worksite. [See [Section I.D.](#)]

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- v. If teleworking three or four days per week, which requires a participant to share an office, discuss office move and sharing logistics to execute the move. [[See Section III.B.3.](#)]
 - vi. If teleworking five days per week, which requires a participant to relinquish their office, discuss the process for moving out of their office and reserving a hoteling room. [[See Sections III.C.2.](#)]
 - d. Review the alternate worksite(s) safety and security guidelines located on the [USPTO Telework Resources](#) website. [[See Sections I.D.5.](#) and [I.D.6.](#) and [Appendix A.](#)]
 - e. Secure approved internet service. [[See Section I.E.2.](#)]
 - f. Complete USPTO [Teleworker Training: Telework Effectiveness](#) and submit your certificate to your supervisor and the Business Unit Telework Coordinator. [[See Section I.C.5.](#)]
 - g. Submit an application for telework through the [ETIS](#).
 - i. New employees will receive a New Employee Temporary Telework Agreement with the new hire welcome packet that must be signed before teleworking (see Appendix C). New employee information is loaded into the ETIS approximately three weeks after an employee's start date. The temporary agreement must be replaced by a permanent application and agreement through the [ETIS](#) within two months after the employee's start date.
 - h. Request and receive applicable telework equipment. The universal laptop and SecurID are the minimum equipment required to begin teleworking. [[See Sections I.C.5.](#) and [I.E.1.](#)]
 - i. If applying to telework five days per week discuss the recurring reporting requirement with your immediate supervisor. [[See Section III.C.1.](#)]
3. Approval.
- a. Decisions to grant or deny telework requests will be made by the participant's immediate supervisor based on whether the position is eligible, whether the employee meets the requirements to participate in the Program [[See Section I.C.2.](#)], and whether the employee's request is otherwise consistent with the Program. The maximum number of days per week an employee may participate will be based on the number of days the position is eligible for telework.

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- b. Decisions on requests to grant or deny a telework request will be made promptly using the ETIS, generally within one week of submission of the request. Decisions to grant will include the number of days the employee is permitted to telework per week. Decisions to deny will include the reason for denial. An employee may appeal a decision to deny to the second level supervisor with a copy to the Business Unit Telework Coordinator.
 - c. Employees approved to telework who are not already teleworking or onboarding virtually will be authorized to begin telework the first full pay period after completing the required training and receiving the minimum amount of equipment to telework. The immediate supervisor may permit teleworking sooner at their discretion. Refer to [Section I.C.9.](#) for additional guidance about modifications to telework program options.
4. **Telework Agreement.** All participants must have an approved telework agreement denoting the telework option selected and signed by the employee and supervisor to begin telework. The telework agreement will be completed when applying for telework through the ETIS.
5. **Equipment Deployment.** All participants must receive the minimum amount of equipment to perform official duties at the alternate worksite before teleworking. Follow the steps outlined below to request and receive your equipment. Participants will be provided with the minimum amount of equipment as soon as practicable after the approval of the telework request. [See [Section I.E.1](#)]
 - a. Contact the Telework Coordinator after completing [Section I.C.2 steps a. through g.](#)
 - b. The Telework Coordinator will send the employee a Telework Equipment Deployment spreadsheet template to finalize in accordance with the guidelines included in [Section I.E.1.](#)
 - c. Deliver the completed spreadsheet to immediate supervisor for approval.
 - d. The supervisor will review the spreadsheet for compliance with equipment listed in [Section I.E.1](#) and submit it to the Telework Coordinator representing their approval.
 - e. The Telework Coordinator will request the equipment.
 - f. The employee will be notified when the equipment is ready to be delivered or retrieved from the [USPTO Telework Depot.](#)
 - g. If on-boarding as a new employee with the USPTO virtually, before the on-board date the employee will be contacted by the OHR, the employee's supervisor, and/or the Telework Coordinator to arrange for equipment deployment. The Telework

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Coordinator will work with the employee's supervisor to define equipment needs and request equipment deployment.

- i. The USPTO, OCIO will ship equipment to the employee to be received at least two days prior to the start date.
 - ii. The USPTO, OCIO will also deliver the employee's network account information and SecurID or other means of alternate authentication once the employee is sworn in.
6. **Training.** All participants teleworking for the first time must complete telework training before an employee is permitted to telework. If on-boarding as a new employee with the USPTO virtually, Training should be completed no later than two weeks after the employee's start date. The employee may contact the Telework Coordinator for assistance in locating the training. Managers should also complete [Manager Training: Telework Effectiveness](#). The Office will ensure that such training is made available promptly to all participants whose requests to telework are approved.
 7. **Telework Agreement Updates.** Participants will use the [ETIS](#) to update their telework agreement when participant telework information changes and annually for recertification, including that the participant reviewed the safety guidelines for alternate worksite(s). The Agency will remind all participants of the recertification requirement annually. The safety guidelines are posted on the [Telework Program Office](#) website and at [Appendix A](#). Participants are responsible for updating the [ETIS](#) and telework agreement to ensure the Program option and address(es) of the alternate worksite(s) are accurate at all times.
 8. **Participant Telework Program Changes.** The participant's telework schedule should reflect the program option selected in ETIS and recorded on the telework agreement. If a participant is regularly teleworking or working in the office on a schedule different than the program option selected, the participant or the supervisor should initiate a conversation about modifying the telework program option selected in ETIS using the procedures outlined in [Section I.C.9.](#), below.
 9. **Modifications.** Participants may permanently modify their telework program option by selecting telework program option and days up to the maximum number of days for which the position is eligible using the [ETIS](#). There are no advance notification requirements for participants whose positions are eligible to telework five days per week and who request to update their telework program option in a manner that does not impact office arrangements (e.g., changing from one day to two days per week telework)

Participants who encumber positions eligible to telework less than five days per week

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must discuss schedule changes with their supervisor if requesting to reduce the number of days working at the USPTO Office.

Otherwise, to allow for office arrangements, participants will notify their supervisor and the Telework Program coordinator via email at least two weeks in advance of modifying a telework program option from four days or less telework per week to five days' telework per week or withdrawing from the program; and four weeks in advance of changing status from five, four, or three days' telework per week to less than three days' telework per week. For exigent circumstances the Office will process employee requests in less than 4 weeks by providing hoteling or temporary office space to the employee until a permanent workspace can be arranged.

See [Section III. B. 2.](#) for guidance on temporary schedule changes.

D. Worksites

1. **Locations.** Participants will designate a primary alternate worksite as the location where hours will be worked while not at the USPTO office. If a participant desires, they may designate an additional location as a secondary alternate worksite. All alternate worksites must be located in the fifty (50) states of the United States, the District of Columbia, or Puerto Rico. The designation of a participant's official worksite is dependent on the designation of a participant's official duty station, as follows:
 - a. A situational telework participant's official worksite is the USPTO office.
 - b. A routine telework participant's official worksite is the USPTO office.
2. **Alternate Worksites.** An alternate worksite may be the participant's home or other approved appropriate location. The participant must designate a room or location in their alternate worksite for placement and use of the equipment provided for the Program. Participants are responsible for purchasing and maintaining all office furniture at the alternate worksites.

Participants are responsible for ensuring compliance with all local laws or rules governing an office in their home. Participants who are renters are responsible for ensuring that their lease allows the installation of all the necessary equipment and connection services (e.g., compliant internet service) for the Program.

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Participants are responsible for any utility cost, cooling, heating, and lighting at the alternate worksites. Participants are responsible for any re-wiring, updating, and improvements necessary to bring the electrical connections in an alternate worksite up to the required standards.

3. **Working at a Secondary Alternate Worksite.** Secondary alternate worksites are subject to the rules outlined in [Section I.D.2.](#) above. Participants must request approval to work at a secondary alternate worksite through [ETIS](#) prior to working from that location.

Requests are not necessary for each use of a secondary alternate worksite once the secondary alternate worksite is approved through ETIS. However, the participant must communicate the routine and recurring schedule with their immediate supervisor.

The amount of time spent working at the secondary alternate worksite cannot exceed 6 months in any 12-month period otherwise the secondary alternate worksite should be changed to become the primary alternate worksite. Employees must track their time at alternate worksites; if the intended stay at any secondary alternate worksite exceeds 6 months in a 12-month period, then the participant's supervisor initiates a Personnel Action Request (PAR) to change the duty station in the designated USPTO human resources system. The participant should also update their residence address in [EPP](#), as applicable.

A participant whose official worksite is at the USPTO office will generally not be permitted to work at a secondary alternate worksite that is outside of a 50-mile radius of their USPTO office for a full bi-week or more at a time, unless the participant reports to the USPTO office at least two times per bi-week [[See Section III.C.1.](#)], meets one of the exceptions in [5 C.F.R. § 531.605\(d\)\(2\)](#), or has been granted a temporary medical exception [[See Section IV](#)].

4. **Transporting Equipment.** When a participant has been approved to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites [[See Section I.E.7.](#)]. The participant is also responsible for determining the equipment necessary to successfully perform their official duties at the secondary alternate worksite. A participant will only be issued one set of telework equipment in accordance with the standards outlined in [Section I.E.1.](#)
5. **Safety Guidelines.** All participants will review the alternate worksite(s) safety and security guidelines located on the USPTO [Telework Program](#) website. [[See Appendix A.](#)]
6. **Security.** All alternate worksites must meet security and privacy requirements, including those established and occasionally updated by OCIO regarding IT security [[See Section](#)

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1.E.4.J. Participants are not permitted to work in a public area, e.g., a coffee shop, an airport terminal, or outside in a park.

7. Inspection. The participant will permit other USPTO employees and contractors to access the alternate worksite during the hours from 9:00 AM to 5:00 PM, Monday-Friday (excluding holidays) upon two business days' notice to the participant. Accessing the alternate worksite will be for the purpose of installing, repairing, maintaining, or removing work equipment, software, or other USPTO property, to investigate an accident or a worker's compensation claim, or to investigate other work related or safety problems arising from the administration of the Program. The parties may mutually agree to a time outside of these hours.

E. Equipment, Tools, and Supplies

1. Standard Equipment. Participants will be provided with a standard suite of IT equipment necessary to perform official assigned duties remotely at the primary alternate worksite as soon as practicable after the approval of the telework request. A participant may decline deployment of equipment if, after consultation with their supervisor, they deem the equipment is not necessary to productively perform official assigned duties at the primary alternate worksite (e.g., no printer, one monitor instead of two, etc.). Standard equipment includes the following:
 - a. 5 days per week: A universal laptop; docking station; two monitors; webcam; printer (provided the supervisor deems it necessary to perform assigned official duties); telephone headset; keyboard; mouse; SecurID (FOB) or other means of alternate authentication; and other related peripherals.
 - b. 3 and 4 days per week. A universal laptop, docking station, two monitors, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals. A printer may be issued if the immediate supervisor deems it necessary to perform assigned official duties. Immediate supervisor approvals must be provided to the Telework Coordinator before printers will be deployed. If a participant is issued an approved printer to use at the alternate worksite, the employee will relinquish their personal office printer and use a shared network printer.
 - c. 2 days per week or less. A universal laptop, docking station, one monitor, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals.

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- d. Situational telework. A universal laptop and SecurID (FOB) or other means of alternate authentication.

To ensure a seamless customer experience, participants are required to use USPTO assigned phone numbers for communication with colleagues and customers.

Necessary equipment will be provided to the participant as soon as practicable after the approval of the telework request. The universal laptop and SecureID (FOB), or other designated authentication technology, is the minimum equipment required to begin teleworking.

2. Internet Service.

- a. Requirements. All participants must have high-speed broadband internet service such as cable or fiber optic that meets USPTO's virtual private network (VPN) connection requirements at all alternate worksites. Wired connectivity is recommended. Employees may choose to work either wired or wirelessly, but must be able to connect with a wired connection as needed to improve connectivity or upon OCIO request (e.g., in responding to a service request or to facilitate updates).

- b. Internet Service (IS) Reimbursement. Given that participants who telework five days per week have relinquished their USPTO office, they are eligible for IS cost reimbursement at their approved alternate worksite(s) in accordance with the USPTO ISP Reimbursement Policy.

3. Collaboration Tools. Participants must use USPTO collaboration tools in accordance with the USPTO's Time and Attendance Tools, Communication, and Collaboration (TACC) Policy, or any policy that supersedes it. Collaboration tools include, but are not limited to: instant messaging and chat; document/desktop sharing and whiteboard features; virtual meeting tools; video communication and conferencing equipment; and presence indicator. Employees will be required to use their video communication tools (i.e., camera) in accordance with NTEU 243 negotiated agreements for specific meetings and when their active participation during such meeting is required.

4. IT Security. Participants are responsible for the security of Federal government property, information, and information systems at all alternate worksites. If not properly implemented, telework may introduce vulnerabilities into USPTO systems and networks. To prevent security incidents, participants are required to protect information and information systems commensurate with risk and complete the annual USPTO mandatory IT Security Awareness Training.

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Information associated with official business should be stored in controlled, accessible, and safeguarded locations. Participants should store information in places that are adequately accessible to other colleagues (with a need to know) and backed up (e.g., shared drives, SharePoint) and refrain from desktop storage. Participants will not store USPTO information on personal devices or accounts.

The creation of paper copies containing sensitive information should be minimized to the greatest extent possible while teleworking. Most home or non-industrial shredders do not meet the General Services Administration's (GSA) approved cross-cut shredder requirement; therefore, these paper files must be stored in a locked drawer or room until participants can return to campus and utilize GSA-approved shredders. Please contact the USPTO Records Officers or CUI Managers if you have hard copies at your alternate worksite and are unable to adequately secure and store the documents until you can return to the USPTO. Please email CUI@uspto.gov with any questions related to properly disposing of records.

- a. Care must be taken to ensure records subject to the [Privacy Act](#) (5 U.S.C. § 552a, Records Maintained on Individuals) and sensitive but non-classified data are not disclosed to anyone except those who have authorized access to perform their duties. Participants should refer to the [Rules of the Road](#).
 - b. Participants are responsible for the security of all official information, protection of any government furnished equipment and property, and the execution of the mission of the USPTO at the alternate worksite(s) in accordance with existing USPTO and DOC policies.
 - c. Any USPTO owned equipment is for official use only. Use of the equipment for private purposes is prohibited except as permitted by the USPTO [Rules of the Road](#). Family members and friends of Participants are not authorized to use any government furnished equipment.
 - d. Participants are to comply with all security related USPTO policies including the USPTO [Rules of the Road](#). These policies may be found on the USPTO intranet website.
5. USPTO Equipment Failures. Participants are to contact the USPTO Service Desk to report Agency-provided equipment or software failures or problems, including connecting via the VPN, as soon as they are discovered and follow the procedures provided by the Service Desk. In the event that VPN or Agency provided equipment problems (including USPTO power outages) prohibit working at an alternate worksite, the participant must notify their immediate supervisor. The participant may consult with their immediate

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supervisor to determine if there is non-equipment related work available at the alternate worksite and determine how to record time. See [Section I.G.7](#) for guidance about non-weather related equipment failures at the alternate worksite(s) (e.g., participant power outages and interruptions in internet access) and [Section I.I.1](#) for weather related outages.

6. **Ownership and Maintenance.** USPTO maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant by the agency. The USPTO acts as the insurer for damage, theft, or other loss (e.g., fire, flood, etc.) of the USPTO equipment and materials only. Equipment provided by the Agency will be serviced and maintained by the Agency.
7. **Safeguarding Assets.** All participants are responsible for reasonably safeguarding and protecting government issued equipment. The accountability and security of IT resources [See [Section I.E.4](#)] extends to your alternate worksite(s), residence, other approved telework location, and/or other areas in which you use, travel with, and store the equipment. When a participant chooses to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites. Reasonable safeguards must be consistently exercised to ensure that government property is not vulnerable to any negligence or potential criminal activity. When a participant is assigned a piece of equipment, including the Universal Laptop, the participant is responsible for reasonable safeguards of its physical safety, as well as the data stored on it. Suggestions for safeguarding equipment and procedures for reporting lost, stolen, or damaged equipment are available on the [USPTO's Asset Management website](#).

Participants will provide property custodians with all information requested to inventory assets and will provide timely notice of equipment changes and issues.

8. **Returning Equipment.** Any equipment provided to the participant for use at the alternate worksite(s) should be returned to the Agency generally within five business days from the end of the participant's participation in the Program, unless exigent circumstances exist. Any equipment that was deployed to the participant and is not needed to perform official duties should be returned as soon as the participant deems the equipment as unnecessary.

A participant returning equipment must notify the Telework Coordinator to facilitate the return.

The USPTO may require return or exchange of Agency provided equipment. Participants may be required to report to the USPTO office to receive equipment or to repair or exchange equipment.

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9. Supplies.

Telework participants may pick up small office supplies required to carry out their official assigned duties from the USPTO office and those who have been issued a printer may pick up paper and toner from the USPTO office.

F. Collaboration and Engagement. Employee engagement is a priority for the CAO to facilitate collaboration and successful interactive relationships employees should leverage collaboration tools, such as video conferencing, instant messaging or chat tools, and other USPTO approved collaboration software to stay connected. Employees are permitted to upload a workplace appropriate picture of themselves in USPTO collaboration tools so that colleagues and customers can associate names and faces.

G. Schedules and Time and Attendance

1. Work Schedules. Employees teleworking one or more days per week must elect to work the Increased Flexitime Schedule (IFS) work schedule.
2. Timesheets. Participants will use the "Telework Home" transaction code (or other designated method to report telework time) with the appropriate PPA codes to indicate in the time and attendance system which days were worked at the alternate worksite(s) and the number of hours worked at the USPTO office and alternate worksite(s) each day.
3. Holidays. Participants working at an alternate worksite will be granted the same holidays as employees at the USPTO office, unless otherwise determined by the Office of Personnel Management. Early dismissal of USPTO employees or closure of the USPTO office for non-emergency conditions, such as on the day prior to a Federal holiday, will be granted to participants working at an alternate worksite.
4. Overtime and Compensatory Time. Overtime and compensatory time may be worked at an alternate worksite so long as the time has been approved by the participant's supervisor prior to working the additional hours.
5. Leave. All forms of approved leave, including compensatory time, may be used on days on which the participant is scheduled to work at the USPTO office or approved alternate worksite. Leave, however, may not be used on a regular basis to avoid working at the USPTO office on a non-telework day or to avoid meeting a routine telework participant's twice per bi-week reporting requirement [See [Section III.C.1](#)].
6. Multiple Locations in a Given Day. A participant may work at the USPTO office and/or multiple alternate worksites on the same day. A participant who chooses to work at

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multiple locations on the same day must notify their immediate supervisor and comply with the requirements of the policy on communication and collaboration with respect to posting work hours (to include time zone, if outside of Eastern Time zone) regardless of where they work. Participants must mid-day flex (if on IFS) or take leave to accommodate travel time required for commuting to and from the various work sites. [See [Section III.B.](#) for routine telework schedule requirements.]

7. **Inability to Work at an Alternate worksite.** If an employee is prevented from working at an alternate worksite for reasons other than inclement weather (e.g., non-weather related power or internet outage at the alternate worksite or lack of dependent care), the participant must either (1) report to the USPTO office to perform official duties, (2) obtain approval to work at a secondary alternate worksite, (3) if on IFS, change their work schedule by reducing the number of hours worked on that day, or (4) request appropriate leave, at the participant's option. If able to work, the participant may also consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite. The participant will not be reimbursed for any travel or related expenses for commuting between their alternate worksite(s) and the USPTO office and all trips will not be on duty time. See [Section I.E.5.](#) for guidance related to a USPTO equipment failure and [Section I.I.1.](#) for weather related conditions.

H. In-person Events

1. **Virtual First.** When technology is available, and consistent with the purpose of the event, meetings will be held so that participants working remotely can participate fully via video conference.
2. **Mandatory Attendance.** Participants may be required to report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other individual, team-, Office-, or Business Unit-wide events. Participants will be given as much notice as possible of any meeting or activity that they must attend in person. Absent exigent circumstances, participants will not be required to report to the USPTO office on the same day that notice is provided to the participant and the USPTO will endeavor to meet the notification timelines outlined below.
 - a. **Office coverage to address business needs or non-portable work activities:** Generally, notice to report to the USPTO office will not be less than two days.
 - b. **Group meetings:** Group meetings are defined as team, organizational (e.g.: section, branch, division, office), or business unit-wide meetings, to include training. Each team will work with their supervisor to determine a schedule that aligns with the regular work hours of the team members. Employees should notify supervisors and team

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members in advance of any recurring meetings that he/she is unable to attend. Any employee who will be unavailable for a meeting must work collaboratively with his/her supervisor to ensure that the employee obtains any information discussed in that meeting.

I. Changes to Operating Status and Unscheduled Telework (e.g., Inclement Weather)

1. **Office Closures, Early Departures and Delayed Arrivals Due to Weather or Safety Events.** When a foreseeable weather or safety event causes the agency to close or authorize late arrival or early departure, any employee with a signed telework agreement (i.e., a Program participant) must be prepared to telework, flex around the full or partial closure, and/or take leave. Except as provided below, no employee with a signed telework agreement of any type (regular, situational, etc.) may receive Weather and Safety leave, regardless of whether the employee was scheduled to telework that day. In order to telework during a weather or safety event, participants must have their Universal Laptop at their alternate worksite. Unscheduled telework due to a closure, early dismissal, or delayed arrival due to weather or safety events will not count against the allowable telework days provided by this Program.

If weather related physical conditions affect the alternate worksite in a way that limits the employee's ability to perform their duties (e.g., power or internet outages at the participant's alternate worksite or the USPTO office), the employee may request Weather and Safety administrative leave or to work at a secondary alternate worksite. Participants may telework at an alternate worksite where there are dependents or others. However, for any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care. If dependent care prohibits the ability to perform telework for some portion of the work day during an office closure, early dismissal or delayed arrival, an employee may use a combination of flex time and unscheduled leave, with supervisory approval, to meet any dependent care needs and still accomplish work. See [Section I.K.1.](#) for additional information on dependent care.

Weather and Safety leave may be available to a Program participant if the participant was not prepared to telework at their approved alternate worksite because either (1) the weather or safety event that caused the agency to close or authorize late arrival or early departure was not foreseeable or (2) reasonable circumstances prevented the employee from preparing to telework (e.g., the participant had been on leave until the day of the weather event, and the participant was not able to obtain their laptop before the weather or safety event). Find additional information on weather and safety leave at [Leave](#)

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Administration, Appendix A: Impact of Weather and Safety Events on the Alexandria Campus and Randolph Square Building.

2. **Unscheduled Leave or Unscheduled Telework.** In the event OPM or USPTO declares that Federal agencies are open for the entire day with the option for "unscheduled leave or unscheduled telework," Program participants may report to the USPTO office, telework on a non-telework day (if consistent with the employee's work obligations), take unscheduled annual leave, or use a combination of work and annual leave to account for all of the regularly scheduled hours of the workday. A decision to telework on a day in which unscheduled telework is allowed will not count against the allowable telework days provided by this Program.

J. Performance Management.

Participants are expected to perform assigned duties and responsibilities at the alternate worksite. It is important that the alternate worksite be free from distractions that would impair a participant's ability to perform official duties and provide the same time and level of attention to the work product as is available at the USPTO office. Participants will have their performance evaluated under the criteria set out in their performance appraisal plan. If the participant lacks sufficient work for a telework day, they should consult with the supervisor to see if there is additional work that can be done at the alternate worksite. If there is not enough work that can be done at the alternate worksite, the employee must work at the USPTO office or use leave to cover the hours for which there is no work. Participants shall provide details of work accomplished upon the request of their supervisor.

Participants who are on a Performance Improvement Plan (PIP) will not be required to change their telework arrangement due to the PIP. Whether the participant's official worksite is the USPTO office or an approved alternate worksite, a participant who is on a PIP will be required to commit to be available to receive assistance and training. The assistance may be provided at the USPTO office or virtually. The supervisor and the participant will attempt to find an agreeable time for the assistance to be provided, including providing reasonable notification in accordance with the intent of Section 1.H.2. The supervisor, however, retains the right to direct the participant to attend meetings or training at the USPTO office, including one-on-one training.

K. Miscellaneous Provisions.

1. **Dependent Care.** No telework arrangement is authorized which allows the participant to provide care to any individual during work hours. Participants shall have dependent care arrangements so that the participant's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the participant

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teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.

2. **Transit Subsidy.** Participants continue to remain eligible for transit subsidies as set forth in the [USPTO Public Transit Subsidy Program](#).
3. **FECA and Alternate Worksite Injury.** Participants are covered under the Federal Employee's Compensation Act (FECA) if injured in the course of actually performing official duties at the alternate worksite. In order for a participant to be able to file a claim for worker's compensation, the participant who has an accident or injury while working at the alternate worksite must notify their immediate supervisor and report the accident or injury to a designated USPTO official in accordance with FECA requirements. Upon notification, the USPTO may investigate any reported accidents and injuries.
4. **Property Liability.** The USPTO will not be liable for damages to a participant's personal or real property during the course of performing official duties or while using Government equipment in the participant's residence, except to the extent the Government is held liable by the Federal Tort Claims Act, claims arising under the Military Personnel and Civilian Employees Claims Act, or other laws.
5. **Protecting Records.** Participants will apply approved safeguards to protect Agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the [Privacy Act](#) of 1974, Public Law 93-579, codified at 5 U.S.C. Section 552a. See [Section I.E.4](#) for additional IT Security requirements.

Participants are required to use electronic versions of documents and data whenever practical. When this is not practical, and solely for the purposes of this Program, participants will be permitted to remove USPTO copies of documents from the USPTO office in order to perform their officially assigned duties at an alternate worksite, unless such files have been identified by management as being inappropriate for removal from the USPTO office. The participant is responsible for the transportation and safeguarding of the documents and files to and from the USPTO office and alternate worksite(s). Original or official files may not be removed from the USPTO office unless specifically approved by the Agency.

When the USPTO has an unusual need for a document or file or other information that is located at the alternate worksite, the participant may be directed to provide the requested document, file or other information to the USPTO office within one business day by delivery means determined by the Agency. An unusual need is one that does not occur

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on a regular basis and cannot wait for the participant's scheduled return to the USPTO office or be resolved through other means.

6. **Union Activities.** Stewards and union officials may perform Union representational activities on official or bank time while teleworking.
7. **Personal Information.** Agency personnel will not divulge the addresses and private home or mobile telephone numbers of participants to the public or any other USPTO personnel who do not have a legitimate business need to know such information.

II. Provisions Applicable to Situational Telework Participants

- A. **Requesting Situational Telework.** A situational telework participant is expected to perform their assigned duties at the USPTO office regularly. Situational telework must be requested in advance and approved by the immediate supervisor. Requests for situational telework must include the dates the participant will telework and the work that will be performed at the alternate worksite on those dates.

Participants currently teleworking situationally in a position that is eligible for routine telework who would like to move to routine telework must modify their telework application in [ETIS](#) and follow the application procedures in [Section I.C.9](#). Additional information on routine telework may be found at [Section III](#).

- B. **Offices.** Participants selecting a situational telework program option will retain their status quo office.
- C. **Part Time Employees.** Part-time employees who encumber a position eligible for situational or routine telework may participate in situational telework.

III. Provisions Applicable to Routine Telework Participants

- A. **Overview.** A routine telework participant's official duty station remains the USPTO office and requires the participant to work at the USPTO office for a specified amount of time each week or bi-week as designated by their position eligibility determination.
 1. Participants electing to telework one to four days per week will work at the USPTO office for four to one day(s) per week.

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2. Participants electing to telework five days per week will retain the USPTO office as their official duty station and remain a routine teleworker.

B. Routine Telework Participants Teleworking One to Four Days per Week

1. **Telework Schedule.** Participants eligible for routine telework may request to telework one to four days per week, up to the number of days permitted by their position's eligibility determination. Participants electing this option are expected to perform their assigned duties at the USPTO office for one to four day(s) per week, as set forth in their position eligibility determination. Participants who select this option must consult with their immediate supervisor to define a telework schedule that identifies regular days to perform duties at the USPTO office each bi-week. For participants whose essential functions include duties that must be done at the USPTO office, the amount of time spent at the USPTO office on a non-telework day must be long enough to complete those essential functions and if a participant chooses to work at multiple locations on the same day they must notify their immediate supervisor. Participants may not use IFS flexibilities or any combination of leave to regularly avoid any in-office requirements. Participants are not precluded from teleworking on fewer days than their position's eligible number of days. The day(s) a participant elects to perform assigned duties in the office will be the same each week and must be scheduled in advance and approved by the immediate supervisor to ensure office coverage.

On a situational basis, a one to four day per week routine telework participant's immediate supervisor may allow an employee to work additional days at an alternate worksite (i.e., supplemental situational telework) in accordance with the provisions for situational telework [See [Section III](#)]. Supplemental situational telework must be requested in advance and approved by the immediate supervisor. Requests for supplemental situational telework must include the dates the participant will telework in addition to the routine telework and the work that will be performed at the alternate worksite on those dates.

2. **Telework Schedule Changes.** Changes in USPTO office day(s) for participants whose position is eligible for routine telework one to four days per week must be requested in advance and approved by the immediate supervisor. These requests may be for a one-time change or for a permanent switch in the days performing assigned duties in the USPTO office. See [Section I.C.7.](#), [I.C.8.](#), and [I.C.9.](#) for permanent program changes. The CAO may require temporary adjustments to USPTO office day(s) schedules to address business needs and office coverage for non-portable work activities.

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Participants currently teleworking one to four days per week in a position that is eligible to telework five days per week who would like to move to five days per week telework must modify their telework application in [ETIS](#) and follow the application procedures in Section [I.C.7](#), [I.C.8](#), and [I.C.9](#). Additional information on five day per week routine telework may be found at [Section III.C.](#)

3. **Offices.** Routine telework participants who select a telework program option that places the participant at the USPTO office for two days per week or less will be required to share an office with another employee. Participants who share an office may coordinate their on-campus days, such that one of them uses the office at a time. Participants who select a telework program option that places the participant at the USPTO office for three days per week or more will remain their status quo office arrangements.

A Program participant whose selected telework program option places them in a shared office, and who changes the terms of their telework program and agreement in any way that places them at the USPTO office for three days per week or more, will be reassigned to an unshared office. A participant may have to remain in their shared office until individual office space is available.

The participant will be assigned an office as determined by their seniority consistent with existing Union agreements for office space. The employee should be issued the space they are entitled to within three months of notifying their immediate supervisor and Telework Program coordinator of the change.

C. Routine Telework Participants Teleworking Five Days per Week

1. **Reporting Requirement.** An employee who elects to telework five days per week and maintains the USPTO office as their official duty station is required to report to the USPTO office at least two times per bi-week. Participants shall work at the USPTO Office for a minimum of 15 minutes for each occurrence in a manner consistent with IFS work schedule rules as to days and hours of work. All forms of approved leave, including compensatory time, may be used to meet the required hour(s) on this day but leave may not be used on a regular basis to avoid the requirements of this paragraph to work at the USPTO office two times per bi-week.
2. **Offices.** Routine telework participants who telework five days per week will not have an assigned office at the USPTO office and will reserve hoteling space on campus when working at the USPTO office, including when meeting the regular bi-weekly reporting requirement.

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3. Travel Expenses and Travel Time. When a participant's official duty station is the USPTO office, all travel between home and the USPTO office is considered commuting time and will not be reimbursed.

- D. Part Time Employees. Part-time employees who encumber a position eligible for routine telework for less than five days per week may participate in telework. The percentage of time that may be worked at the alternate work site will be prorated as determined by the percentage of the employee's part-time schedule compared to a full-time schedule, times the number of days. Part time employees who encumber a position eligible for routine telework for five days per week, may telework 100 percent of their part time work schedule (the requirement to routinely report to the USPTO office two times a bi-week remains). Part time employees should consult guidelines on part time work schedules in the applicable collective bargaining agreement, labor contract, or other union agreements related to part time work.

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IV. Temporary Medical Exception

- A. Description of Program. Management will consider requests from employees to work from home or another alternate worksite based on a serious temporary or short-term medical need of the employee or a family member which would:
1. Significantly impair or preclude the employee from working at (or traveling to) the USPTO office;
 2. Ordinarily require the employee to use leave to be away from the USPTO office without the ability to telework; and
 3. Allow the employee to work from the alternate work site.
- B. Flexibility: In addition to the flexibility of where to work, the employee may request additional telework days, up to and including teleworking five days per week and specific hours of work.
- C. Application. The request may be from a person not eligible to telework (based on position eligibility), or from a current teleworker to expand or change the number of days of telework or change their telework program option. If the request is from an employee whose position is not normally eligible to telework and is not covered by an existing telework agreement, the employee must sign a telework agreement. Eligibility requirements based on position may be waived because the eligibility for the temporary medical exception is based upon specific need.
- D. Approval. Requests under these circumstances (known as a Temporary Medical Exception) must be submitted to the employee's immediate supervisor (or designee) as soon as the need for the temporary medical exception is known by the employee. The supervisor or designee will promptly forward the request with any comments (to include their proposal for the terms of the medical telework) to the Business Unit Head or Deputy Business Unit Head or designee. Decisions to grant or deny requests will be made by the Business Unit Head, Deputy, or designee and communicated to the employee in writing promptly, generally within one or two weeks, and taking into consideration the date on which the employee requests to begin telework. The reason(s) for any denial will be included in the response.

In determining whether to approve a request under this section, the supervisor must consider:

1. The work available for the employee to perform from a remote location as well as the ability to successfully complete assigned tasks in accordance with the employee's performance appraisal plan;

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2. Whether or not the employee will have appropriate remote access to USPTO IT systems and the likelihood that the employee can be successful in working remotely;
3. The employee's ability to work without the disruption of providing childcare, eldercare, or medical needs (the employee may mid-day flex, if on an appropriate work schedule, to accomplish these activities); and
4. The impact of the employee's absence from the USPTO office on other employees as well as the ability of the OCFO or OCIO to meet its business needs.

Approval to telework under this exception will be up to the duration of the medical need, depending on the work available to be performed at the approved alternate work site. In all instances, the telework granted pursuant to this medical exception may not exceed 4 months without renewed approval. However, the approval may be reviewed at any time and may be extended, adjusted, or revoked: a.) if the medical circumstances have changed; or b.) when participation is based on the medical needs of a family member and business unit needs have changed significantly). Approval of these requests for a temporary medical exception is separate and independent of the Agency's reasonable accommodation process and is not considered evidence of the Agency perceiving or regarding an employee as disabled under the Rehabilitation Act. Nothing in this section precludes or limits the ability of employees to request a reasonable accommodation nor limits the ability of supervisors to refer employees to the Reasonable Accommodation Program Office/OEEOD for assistance when appropriate.

- E. Documentation. Upon request, employees must submit medical documentation) from a health care provider supporting the request for a temporary medical exception.
 1. The statement or documentation will: --
 - a. State the general nature of the medical need and why the employee should be excused from working at the USPTO office (treatment of the employee or a family member outside of the commuting area will satisfy this requirement).
 - b. Confirm that the employee can perform work.
 - c. Include either of the following:
 - i. If the employee has the medical condition—that the employee is fit for duty at the alternate work site, including any limitations that may apply; or,
 - ii. If a family member has the medical condition—
 - (A) state that the family member will not require constant attention, or

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- (B) the employee may indicate on the application that other people will provide care when the employee is working.
 - d. The expected duration of the need based on the medical condition.
 - 2. The employee will not be required to reveal any details about the medical condition other than the general nature of the condition as set out in the medical documentation described in Section V.E.1, and the CAO may not require the employee or family member to sign a release for their medical information.
 - 3. The CAO will treat as confidential any medical information given by an employee in support of the medical telework request, and may only disclose such information subject to its Privacy Act and Rehabilitation Act obligations for work-related reasons on a need to know basis.
 - 4. The purpose of the health care provider's statement and/or documentation is to verify the existence of the medical reason asserted in the temporary medical request, that the employee could not reasonably be expected to work at the USPTO office or that working from an alternate worksite would help alleviate the medical condition or assist with recuperation, and that the employee is fit for duty at the alternate location. The CAO will not substitute its own judgment for the medical judgment of the health care provider with respect to the validity of the medical condition, its duration, or how medical telework will alleviate the condition or help the employee (or family member) to recuperate (so long as there are sufficient details in the statement for the CAO to understand the basis for the recommendations).
- F. Work Performed. Because of the added flexibility in terms of eligibility, scheduling and/or number of telework days and hours, the participant and the supervisor will discuss the work to be done, the hours to be worked (including both the number of hours per day and the time of these hours), and any changes in circumstances affecting the arrangement. The terms of the medical telework will be documented in writing and signed by the employee and supervisor or exchanged via email.

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Safety Guidelines for the Alternate Worksite(s)

Employees may use the following guidelines to assist them in a review of the overall safety and adequacy of their alternate worksite. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

1. Develop and practice a fire evacuation plan for use in the event of an emergency.
2. Check your smoke detectors regularly and replace any batteries as needed.
3. Have a working fire extinguisher conveniently located at your alternate worksite (in the room where you work or appropriately located to help with evacuation), and check the charge regularly.
4. Computers are heavy. Place them on sturdy, level, well-maintained furniture.
5. Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
6. Locate your computer to eliminate noticeable glare from windows and lighting. Place the computer monitor at a height that is comfortable and does not produce neck or back strain. Locate computer keyboards at heights that do not cause wrist strain or place the keyboard on an adjustable surface.
7. Install sufficient lighting in locations to reduce glare on the work surface.
8. Arrange file cabinets so that opened drawers do not block ingress and egress.
9. Be sure to leave space for ingress and egress, where possible, to reduce tripping hazards.
10. Be sure electrical equipment is connected to grounded outlets.
11. Avoid fire hazards by not overloading electrical circuits.
12. Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause triggering hazards in your workspace.
13. Locate computers, phones, and other electrical equipment in a manner that keeps power cords out of walkways.
14. Lock (CTRL+ALT+DEL) computers after the workday is over.
15. Keep your workspace clean and avoid clutter which can cause fire and tripping hazards.
16. Use proper lifting techniques when moving or lifting heavy equipment and furniture.
17. Report accidents and injuries immediately to your supervisor.

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ETIS Employee Information and Certification Language

The document summarizes the various conditions, understandings, and certifications required by an employee who applies for and enrolls into a USPTO telework program. The information will appear on screens during the ETIS application process.

General guidance and provisions of telework at USPTO

1. All pay, leave, and travel entitlements will be based on the participant's official duty station.
2. The participant must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
3. The participant agrees to complete surveys and attend focus group meetings and interviews to help evaluate the telework program.
4. For participants with government provided equipment: Upon reasonable advance notice by the agency, the participant will permit USPTO employees and contractors to access the alternate worksite during normal working hours on a day that the participant is working at home for the purpose of installing, repairing, maintaining, or removing equipment, software, or other USPTO property, or to investigate an accident or a Workers' Compensation claim or to investigate other work-related or safety problems arising from the administration of the telework program. The parties may mutually agree to a time outside of these hours.
5. The participant agrees to comply with USPTO instructions regarding the return or removal of program materials.
6. The government will not be liable for damages to a participant's personal or real property during the course of performance of official duties or while using government equipment in the participant's residence, except to the extent the government is liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilians Employees Claims Act, or other laws.
7. All office policies and procedures and responsibilities remain in effect during a telework program unless the terms of the program agreement or guidelines specifically indicate a difference.
8. Participants who change their primary alternate worksite while participating in the program are required to update their primary alternate worksite address in the Enterprise Telework Information System (<https://etis.uspto.gov>). Participants must also keep their approved secondary alternate site location updated, but this does not constitute a relocation.
9. In accordance with USPTO CIO standards, participants in any telework program must have internet service provided by cable or fiber optic with minimum internet speeds of 15 Megabits per second of download speed and 4 Megabits per second of upload speed. The participant agrees that her/his internet speeds at the alternate worksite(s) meet or exceed this requirement, unless a lower speed is authorized by an underlying agreement.

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Employee Responsibilities Related to Human Resource Information

I understand the following:

1. I am responsible for keeping my residential address and duty station up-to-date in the Employee Personal Page (EPP) and ETIS systems;
2. I am responsible for reviewing my benefits coverage (health insurance, dental and vision plans, and long term care insurance), and ensuring the options I have selected provide coverage in my desired location. If I relocate out of the coverage area and wish to elect a new health benefit plan, I must notify the Office of Human Resources (OHR) to make a new election;
3. I am responsible for ensuring that the correct state taxes are withheld from my salary. If I move, I understand it is my responsibility to submit a change request through OHR according to the established processing timelines. If I fail to ensure the proper taxes are withheld from my salary, it is my responsibility to work with my state(s) to make any necessary corrections. The OHR will not make retroactive adjustments or withholdings. More information on how to change your state tax exemption can be found [here](#);
4. Because I am responsible for making sure that taxes are being paid to the appropriate jurisdiction and that my pay is based on the location of my duty station, reviewing my earnings and leave statements is the best way of identifying any issues as early as possible;
5. If applicable, I will work with my supervisor to ensure a "Change in Duty Station" Personnel Action Request (PAR) is initiated in the [HRConnect](#) system before the effective date. I also understand that the change in duty station cannot be made effective until OHR has processed the request. If I fail to timely update my address or duty station, it may impact my locality pay and result in an erroneous salary overpayment. I will be required to refund any overpayment to the USPTO.
6. Questions regarding benefits, compensation or personnel action processing may be directed to HumanResources_USPTO@uspto.gov or by telephone at 571-272-6000.

Safeguarding USPTO information and equipment

1. The participant will protect Government/USPTO records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at 5 U.S.C. Section 522a.
2. The participant will ensure that Government/USPTO records taken from the USPTO are accessed only by authorized personnel.
3. The participant will safeguard documents, data files and equipment during transit and at the alternate worksite(s).
4. The participant must return all documents, data files, work products, drafts and notes to the USPTO upon participant ending participation in the program.

CAO TELEWORK PROGRAM

May 2022

Maintaining USPTO Virtual Private Network Connection Requirements

I certify that I have read the USPTO VPN Connection Requirements* and that my internet connection(s) are compliant.

* You may be required to show proof that the Internet Service Provider(s) you use at the alternative worksite(s) comply with the VPN Connection Requirements. Note: some employees with slower speeds may meet the requirements based on being covered by agreements negotiated with the union representing the participant.

Conditions for Participating in Telework

As a condition of participation in the Telework Program, I agree to the following:

1. I have read and agree to adhere to the program requirements, including agreements and guidelines as appropriate, of the Telework Program.
2. I acknowledge that all pay, leave and travel entitlements will be based on my official duty station.

Final Certifications Upon Signing

- By signing, I certify that I have read and will comply with the [Business Unit Telework Program] provisions and the Employee Responsibilities included on page 2 of 3.
- If my telework program offers TEAP³ as an option and I have selected TEAP as my option, my signature also certifies that: I have read and will comply with the TEAP Operating Procedures; my participation is for my convenience, and, I waive my right to travel reimbursement as outlined in the TEAP Operating Procedures.

³ Telework Enhancement Act of 2010, as amended, 5 U.S.C § 6502(a)(2).

³ Telework Enhancement Act Program

CAO TELEWORK PROGRAM

May 2022

USPTO New Employee Telework Agreement

The following constitutes an agreement between the U. S. Patent & Trademark Office and _____ (name of employee).

Type of Telework

Based on conversations with my supervisor I have been informed that I am eligible for and select: (choose one)

_____ Routine Telework (I will be allowed to telework a specified number of days and I will be in the USPTO facilities a specified number of days per week.

_____ Remote Work: I will work all of my hours from my home or other alternate work site and I am not expected to routinely report to a USPTO office or facility.

_____ Remote Work within 50 miles of the USPTO office or facility: I will work all of my hours from my home or an alternate work site that is located within 50 miles of the USPTO office or facility.

Location of Alternate Work Site:

The USPTO needs to know the location of your alternate work site. Please chose one of the statements below:

_____ The address I submitted with my new employee orientation documents is the location of my alternate work site.

_____ I intend to work from a different location than the address I submitted. I will call my supervisor and provide the information within the next two days.

The phone number at the alternate work site is: _____ (provide a mobile number if there is no land line)

Official Duty Station

Your Official Duty Station may determine your pay or other benefits. If you will work at the USPTO headquarters or another USPTO facility on a routine basis, your Official Duty Station will be the city and state of the USPTO facility. If you are a remote worker, your Official Duty Station will be the city and state of your alternate work site.

Discussions with Supervisor

CAO TELEWORK PROGRAM

May 2022

This agreement references a number of policies, agreements, and other requirements. The Agency acknowledges that you do not have the ability to review these documents until you are an official employee of the Agency. Therefore, your supervisor will discuss any of these issues with you to help you understand his or her expectations and your requirements. You will have access to the material once you have access to the USPTO Intranet.

Agreement Terms

- 1) This agreement becomes effective once you have signed the agreement and when you begin working for the USPTO. The Agreement does not require a signature of an Agency Representative.
- 2) This is a temporary agreement that will be in effect no longer than two months. The agreement expires on the earlier of you signing a new telework agreement appropriate for your position and business unit within the USPTO or 2 months after you begin working for the USPTO.
- 3) The employee may telework up to full-time under this agreement, with the extent of authorized telework determined by the employee's business unit. The Agency retains the authority to direct the employee to report to the official duty station as required. 50 Mile radius participants may be required to come to the USPTO as needed. Employees should communicate with their supervisor regarding the assignment of work while teleworking.
- 4) Employees agree to inform their supervisor of their work schedule at the beginning of each day or on a biweekly basis either by email or using the status function in Microsoft Teams, and to update the supervisor as soon as practicable of any changes to the schedule. The employee must comply with all rules and policies governing work schedules while teleworking.
- 5) The employee is required to have Internet Service with a download speed of at least 15 Mbps and an upload speed of at least 4 Mbps at the alternate work site.
- 6) Telework is not authorized when the employee is providing care to any individual. Employees shall have dependent care arrangements so that the employee's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the employee teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
- 7) All pay, leave, and travel entitlements will be based on the employee's Official Duty Station.

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May 2022

- 8) Participants agree to comply with USPTO instructions regarding the return or removal of Agency materials. The employee will ensure that only authorized personnel access the materials provided by or taken from the USPTO.
- 9) The employee must return all USPTO files, work product, drafts, and notes to the USPTO within two business days of the employee ending participation in the program, regardless of whether participation ends voluntarily or at the direction of the Agency.
- 10) Assigned duties may only be performed at the approved alternate work site or official duty station. Documents under secrecy orders or containing national security markings cannot be remotely accessed or removed from the USPTO work site.
- 11) The employee will safeguard and protect the confidentiality of patent applications and information therein in accordance with 35 U.S.C. § 122 and any private information (including information covered by the Privacy Act, 5 U.S.C. § 552a).
- 12) Signing and returning this agreement does not confer the right to telework when the employee is in a position that has not been approved for telework or to increase the amount of telework from what has been authorized by the USPTO.

I certify that I have read and will comply with the aforementioned provisions.

Print name

Employee's Signature

Date

An /s/ followed by the employee's name will be a sufficient signature for this document, or the employee may print, sign, scan and return the agreement.

Please return this agreement to your supervisor

Memorandum of Understanding (MOU) on the Trademark Work at Home (TWAH) and Trademark Trial and Appeal Board Work at Home (TTABWAH) Program for Trademark Examining Attorneys and Trademark Trial and Appeal Board (TTAB) Interlocutory Attorneys

This MOU between the U.S. Patent & Trademark Office (“USPTO” or “Office”) and the National Treasury Employees Union Chapter 245 (“NTEU” or “Union”), collectively referred to as the Parties, establishes the terms and conditions for implementing the TWAH and TTABWAH Program for Trademark Examining Attorneys and TTAB Interlocutory Attorneys (“Program”). This MOU incorporates by reference the TWAH and TTABWAH Program Guidelines (“Guidelines”) and the terms of the collective bargaining agreement between the Office and the Union (“CBA”) and other agreements between the Office and NTEU that are not superseded by this MOU.

1. The TWAH and TTABWAH Program for Trademark Examining Attorneys and TTAB Interlocutory Attorneys with one set of Guidelines.

2. The term of this MOU will be two years from implementation and will be in effect beginning April 11, 2022.

3. This Program will not change the conditions of employment established by past practice, law, rule, regulation, and the CBA, except that a past practice, rule, or CBA provision in conflict with this MOU shall be superseded by this MOU. Participants will remain responsible for meeting all performance plan requirements. Furthermore, the Telework Enhancement Act of 2010 (“TEA”) applies to this Program. Therefore, this MOU will not negate any provisions of the TEA.

4. The parties to this agreement have met in pre-decisional involvement regarding the implementation of the TWAH and TTABWAH Program for Trademark Examining Attorneys and TTAB Interlocutory Attorneys. The Union acknowledges that the Office’s obligation to negotiate over the implementation of the Program as set forth in this MOU and the attached Guidelines have been fully satisfied.

5. Nothing herein should be construed to waive any rights of the Union or the Office regarding future modifications to the Programs.

6. Participation in the Program is voluntary.

For the USPTO
 Users, Vavonese, Dan
 Digitally signed by Users, Vavonese, Dan
 Date: 2022.04.07 12:37:20 -04'00'

Dan Vavonese
 Deputy Commissioner, Trademark Operations
 Users, Rogers, Gerard
 Digitally signed by Users, Rogers, Gerard
 Date: 2022.04.07 12:54:26 -04'00'

Gerard Rogers
 Chief Judge, TTAB

For NTEU 245
 Users, Besch, Jay
 Digitally signed by Users, Besch, Jay
 Date: 2022.04.07 10:44:35 -04'00'

Jay Besch
 President, NTEU 245

OCFO and OCIO Telework Program for
The Office of the Chief Financial Officer and
The Office of the Chief Information Officer, a
Memorandum of Understanding

March 03, 2022

The parties to this Memorandum of Understanding (MOU), the National Treasury Employees Union Chapter 243 (NTEU 243), the Patent Office Professional Association (POPA), and the United States Patent and Trademark Office (USPTO or Agency) agree to this MOU covering the terms and implementation of a telework program for the Office of the Chief Financial Officer (OCFO) and the Office of the Chief Information Officer (OCIO). The parties have worked collaboratively to develop the terms of the program, which are attached to this MOU as Appendix A (the Program) along with a list of position eligibility as Appendix B. This MOU covers bargaining unit members from both NTEU 243 and POPA working in the OCFO and the OCIO. This agreement supersedes any other telework agreements covering OCFO and/or OCIO employees. In addition, the parties agree as follows:

1. Meeting of Bargaining Obligations: NTEU 243 and POPA acknowledge that the Agency has met its notice and bargaining obligations regarding the implementation of the Program.
2. Implementation of Program: The Program will begin implementation during the notice period provided to employees regarding the reopening of the Alexandria Headquarters of the USPTO. Employees who have completed all of the actions necessary to participate in the program during that period will begin their new telework arrangement once the Office is no longer on maximum telework.
3. Reviewing Positions for Eligibility: No later than May of each year the OCFO and OCIO will notify NTEU 243 and POPA of all bargaining unit positions it has identified as eligible for telework, the number of days per week each position is eligible to telework, and whether a position eligible to telework five days per week is also eligible for TEAP. The OCFO and OCIO will meet with NTEU 243 and POPA to discuss these determinations, including any positions the OCFO or OCIO have identified as ineligible for

telework and the reason(s) therefore. The OCFO and OCIO will publish individual Position Eligibility lists after discussing eligibility determinations with the Unions.

4. Future Discussions and Cooperation:

- a. The parties agree that they will meet periodically at the request of any party to discuss proposed changes to the Program. The Party wishing to propose a change in the Program will contact the other parties to set up a meeting to discuss the topic. The parties will agree to further meetings as long as resolution of any issue(s) remain a possibility through informal and collaborative efforts.
- b. Changes agreed upon by all parties will be implemented as soon as practicable and reasonable notice will be given to the participants.
- c. If agreement is not reached informally pursuant to the provisions above, any party may reopen this agreement after one year from implementation, by giving notice to the other parties of their request to renegotiate.

Signatures

For the USPTO

For the Unions

Cheryl Newberger
OCIO


Date

Denise Liles
NTEU 243

Date

Michelle Picard
OCFO

Date



Kathleen Duda
POPA

3/3/2022

Date



OCFO and OCIO

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All page numbers refer to the page number in the footer, which is different than the page number of the electronic document.

I. Provisions Applicable to all Telework Participants

A. Introduction

1. **Program Overview.** The OCFO and OCIO Telework Program (Program) allows eligible employees to perform assigned duties at an approved telework location, including their home. The Program is designed to deliver on the missions of the OCFO, OCIO, and its customers while providing employees with workplace flexibility. The Program includes three telework options: situational, routine, and remote. Participation in the Program is voluntary and does not change the conditions of employment except as specified in these provisions.

[Section I](#) of this document is applicable to all Program participants (participants). [Section II](#) outlines additional provisions applicable to participants who elect situational telework. [Section III](#) outlines additional provisions applicable to participants who elect routine telework for one to five days per week, including participants who encumber positions eligible for remote telework and voluntarily elect routine telework. [Section IV](#) outlines additional provisions applicable to participants who elect remote telework. [Section V](#) outlines provisions for a temporary medical exception to leverage telework options for which their position is otherwise not eligible.

2. **Definitions.** The following definitions are used for the purposes of the Program:
 - a. **USPTO office** is defined as the USPTO headquarters in Alexandria, VA, unless otherwise designated as another location.
 - b. **Official duty station** is the city/town and state in which an employee's official worksite is located. For purposes of this program, the official duty station will always be in the United States (currently defined as the 50 United States, the District of Columbia, and Puerto Rico). An employee's official duty station is the location that is documented on the most recent SF-50, *Notification of Personnel Action*.
 - c. **Official worksite** is the location where an employee regularly performs their assigned duties. This may be a USPTO office or a primary alternate worksite¹.
 - d. **Alternate worksite** is an approved telework location. Approval must be received in advance of teleworking from an alternate worksite. A teleworking employee may have both a **primary alternate worksite** (i.e., the principal telework location, likely an

¹ If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the USPTO office remains the official worksite, regardless of whether that is the location where the employee performs most of their work.

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employee's home) and one or more *secondary alternate worksites* (e.g., a relative's home, or a vacation or second property). See [Section I.D.](#) for alternate worksite requirements.

- e. *Situational telework* is defined as performing assigned duties at an approved alternate worksite occasionally and on a case-by-case basis (i.e., the employee does not telework on an ongoing and regular telework schedule). Supervisory approval is required each time the employee teleworks. Situational telework may also be referred to as episodic, intermittent, or ad-hoc. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section II](#) for situational telework provisions.
- f. *Routine telework* is defined as performing assigned duties at an approved alternate worksite on an approved ongoing and regular telework schedule. The participant routinely teleworks for one to five days per week and performs assigned duties at the USPTO office for four days to one (1) day² per week. The participant works at both the alternate worksite and at the USPTO office during each bi-week. The number of days eligible for telework are determined assuming a five-day workweek. This does not preclude an employee from using work schedule flexibilities to work less than the number of days eligible for telework at the approved alternate worksite, so long as the participant is working at the USPTO office in accordance with the expected number of days defined in the position eligibility. A participant's official worksite, and therefore official duty station, will remain as the USPTO office. See [Section III](#) for routine telework provisions.
- g. *Remote telework* is defined as performing assigned duties at an approved alternate worksite for five days per week (e.g. all hours in a bi-week) without a requirement to routinely report to the USPTO office. A remote telework participant decides, for their convenience, to change their official duty station (and therefore official worksite) from the USPTO office to the city/town and state of their primary alternate worksite (e.g., the participant's home) thereby eliminating the need to report to the office on a bi-weekly basis.³ See [Section IV](#) for remote telework provisions.
- h. *Telework Enhancement Act Program (TEAP)* is a remote telework option that allows participants who live greater than 50 miles from the USPTO office to decide, for their convenience, to change their official duty station from the USPTO office to the

² If an employee is required to report at least two times each bi-weekly pay period to the USPTO office, the reporting requirement is met by working in the USPTO office for a minimum of 15 minutes per week.

³ If an employee teleworks five days per week and maintains the USPTO office as their official duty station, they are participating in routine telework and must report to the USPTO office at least two times per bi-week. [See [Section III.C.1](#)]

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city/town and state of their approved telework location (e.g., the participant's home). The participant must travel to the USPTO office for a minimal number of mandatory trips when directed by the USPTO. When enrolled in TEAP, the participant waives their right to travel expenses for the minimal number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). See [Section IV.C](#), for additional details.

B. Eligibility

1. **Activities Not Suitable for Telework.** Positions generally eligible for telework are those positions with a sufficient volume of tasks that are suitable to be performed at an alternate worksite. Examples of the type of work that cannot be performed at an alternate worksite and will therefore limit the number of days a position is eligible for telework are:
 - a. Activities that require physical face-to-face personal contacts;
 - b. Activities that are restricted to a certain location;
 - c. Intake or distribution of postal mail or otherwise working with paper-based documentation not maintained in electronic format that are not portable and must not be duplicated;
 - d. Hands-on contact with machinery, equipment, vehicles, or files; or
 - e. Direct handling of classified or other secure materials that are not appropriate to access remotely.
2. **Position Eligibility.** The number of days a position is eligible to telework will be determined by evaluating the daily volume of tasks that are suitable to be performed at an alternate worksite and the daily volume of tasks that must be performed at the USPTO office. There are nine possible outcomes for each position's eligibility determination, based on a five-day workweek:
 - a. Not eligible for telework: the position's duties can only effectively be performed at the USPTO office.
 - b. Situational Telework: the position's duties are typically only able to be effectively performed at the USPTO office, but occasionally the employee's duties and the USPTO's needs are capable of being modified on a case-by-case basis to support non-routine performances of duties at an approved alternate worksite.

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c. Routine Telework:

- i. *1 day per week:* the position's duties, and the USPTO's needs, are suitable for allowing 1 day per week of routine telework. Employees in the position are expected to work at the USPTO office at least 4 days per week.
- ii. *2 days per week:* the position's duties, and USPTO's needs, are suitable for allowing 2 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 3 days per week.
- iii. *3 days per week:* the position's duties, and the USPTO's needs, are suitable for allowing 3 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 2 days per week.
- iv. *4 days per week:* the position's duties, and USPTO's needs, are suitable for allowing 4 days per week of routine telework. Employees in the position are expected to work at the USPTO office at least 1 day per week.
- v. *5 days per week:* the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of routine telework. If an employee chooses this telework option they maintain the USPTO office as their official duty station and they must report to the USPTO office at least two times per bi-week for 15 minutes for each occurrence to meet the recurring reporting requirement. This option is sometimes referred to as hoteling. [See [Section III.C.](#)]

d. Remote Telework:

- i. *50-Mile Program (5 days per week):* the position's duties, and the USPTO's needs, are suitable for allowing 5 days per week of remote telework⁴. If an employee who lives within 50-miles of the USPTO office chooses this option, their approved alternate worksite becomes their official duty station and they are not required to report to the USPTO office on a regular basis. [See [Section IV.B.](#)]
- ii. *TEAP (5 days per week):* the position's duties, and USPTO's needs, are suitable for allowing 5 days per week of remote telework at an alternate worksite greater than 50 miles from the USPTO office. Assigned duties can be performed at the

⁴ If an employee teleworks five days per week and maintains the USPTO office as their official duty station, they are not participating in 50mi or TEAP and are participating in routine telework and must report to the USPTO office at least two times per bi-week to meet the recurring reporting requirement. [See [Section III.C.1](#)]

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alternate worksite in all but a few instances per year with sufficient notice given to the participant to return to the USPTO office. [See [Section IV.C.](#)]

3. **Review Positions for Eligibility.** Annually, the OCFO and OCIO will review positions to determine the number of days each position is eligible for telework. In addition, each position eligible to telework five days per week will be evaluated for TEAP eligibility. A position eligible for TEAP is one that the position's duties, and USPTO's needs, are not expected to require the participant to report to the office for extended or multiple periods of time (e.g., no more than three times per year). Once a position is deemed eligible for TEAP, the TEAP eligibility will not be removed if a participant occupying the position is enrolled in TEAP.
4. **Individual Eligibility.** Employees in a position deemed telework eligible are eligible to telework after they satisfy the minimum requirements outlined in the provisions of the Program [See requirements at [1.C.2.](#)] and they meet the statutory eligibility requirements [See Section [1.B.5.](#)]. The number of days a position is deemed eligible for telework will decree the maximum number of days an employee is eligible to telework.
5. **Statutory Eligibility⁵.** An employee is not eligible to participate in the Program if they: 1) have been officially disciplined for being absent without permission (i.e., absent without leave (AWOL)) for more than five days in any calendar year, or 2) have been officially disciplined for violations of subpart G of the [Standard of Ethical Conduct of Employees of the Executive Branch](#) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
6. **Position Changes.** Employees joining the OCFO or OCIO from another USPTO position will be required to apply for participation in the Program, subject to their new position's eligibility determination. Employees moving from one position to another within either OCFO or OCIO are not required to reapply to the Program, but may be required to adjust their selected telework option and/or telework days based on their new position's eligibility and/or the OCFO's or OCIO's needs, as the case may be. The employee must discuss their schedule, the assigned duties to be performed at the alternate worksite, duty station and reporting requirements, and agreed-upon methods for communication and collaboration with their new position's supervisor.

⁵ Telework Enhancement Act of 2010, as amended, 5 U.S.C § 6502(a)(2).

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C. Application

1. **Request.** An employee may participate in the Program to the maximum extent permitted by their position eligibility, or participate less than the maximum permissible, if applicable. (E.g., an employee in a position eligible for four days of telework per week may elect to participate on a four day per week basis, a fewer number of days per week, or not to telework at all.)

As described in [I.C.2.](#), below, employees wishing to participate in the Program will submit a request through the USPTO's [Enterprise Telework Information System \(ETIS\)](#), specifying the program option and number of days per week they wish to telework, as follows:

- a. *Situational.* As described in [Section II](#), participants in this telework option generally report to the USPTO office five days per week, but are authorized to occasionally telework, up to the maximum number of days per week for which their position is eligible, as the employees' duties and/or circumstances make desirable.
- b. *Routine: one day per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office four days per week. When at the USPTO office, a one day per week participant will maintain their status quo office.
- c. *Routine: two days per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office three days per week. When at the USPTO office, a two day per week participant will maintain their status quo office.
- d. *Routine: three days per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office two days per week. When at the USPTO office, a three day per week participant will share an office with another employee.
- e. *Routine: four days per week.* As described in [Section III.B.](#), participants in this option report to the USPTO office one day per week. When at the USPTO office, a four day per week participant will share an office with another employee.
- f. *Five days per week.* If electing to telework five days per week, a participant is presented with three five day per week program options. One option is routine telework and the other two are remote telework, as follows:
 - i. *Routine: Hoteling.* As described in [Section III.C.](#), participants in this option report to the USPTO office at least two times per bi-week for a minimum of 15 minutes at each occurrence on a schedule of their choosing. Participants will relinquish their USPTO designated office and, when at the USPTO office to meet the minimum

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reporting requirement, a five day per week routine telework participant will use temporary or “hoteling” office space.

- ii. *Remote: 50-Mile.* As described in [Section IV.B.](#), participants in this option elect to designate their approved alternate worksite within 50 miles of the USPTO office as their official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a remote telework participant will use temporary or “hoteling” office space.
- iii. *Remote: TEAP.* As described in [Section IV.C.](#), participants in this option elect to designate their approved alternate worksite greater than 50 miles from the USPTO office as the participant’s official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office. The participant is responsible for paying for one of no more than a few mandatory trips to the office per fiscal year. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a remote telework participant will use temporary or “hoteling” office space.

2. **Requirements.** All employees who wish to participate in the Program must meet or complete the following requirements. Additional information about each item is located at the referenced section of this document.

- a. Be in an eligible position. [See [Section I.B.](#)]
- b. Read the Program Guidelines (this document).
- c. Hold a conversation with your immediate supervisor to discuss:
 - i. The desired telework program option and schedule based on position eligibility. [See Sections [I.B.](#), [I.C.1.](#), [I.G.](#), and [III.B.1.](#)]
 - ii. The assigned duties to be performed at the alternate worksite(s), [See Sections [I.B.](#), [III.A.](#), and [III.B.](#)]
 - iii. OCFO and OCIO work schedule operating parameters, including agreed-upon methods for communication and collaboration. [See Sections [I.E.3.](#), [I.F.](#), and [I.G.1.](#)]
 - iv. Worksites, including the primary alternate worksite, the official worksite, and whether there will be more than one alternate worksite. [See [Section I.D.](#)]

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- v. If teleworking three or four days per week, which requires a participant to share an office, discuss office move and sharing logistics to execute the move. [See [Section III.B.3.](#)]
 - vi. If teleworking five days per week, which requires a participant to relinquish their office, discuss the process for moving out of their office and reserving a hoteling room. [See Sections [III.C.2.](#) and [IV.A.3.](#)]
 - d. Review the alternate worksite(s) safety and security guidelines located on the [USPTO Telework Resources](#) website. [See Sections [I.D.5.](#) and [I.D.6.](#) and [Appendix A.](#)]
 - e. Secure approved internet service. [See [Section I.E.2.](#)]
 - f. Complete USPTO [Teleworker Training: Telework Effectiveness](#) and submit your certificate to your supervisor and the Business Unit Telework Coordinator. [See [Section I.C.5.](#)]
 - g. Submit an application for telework through the [ETIS](#).
 - i. New employees will receive a New Employee Temporary Telework Agreement with the new hire welcome packet that must be signed before teleworking (see Appendix C). New employee information is loaded into the ETIS approximately three weeks after an employee's start date. The temporary agreement must be replaced by a permanent application and agreement through the [ETIS](#) within two months after the employee's start date.
 - h. Request and receive applicable telework equipment. The universal laptop and SecurID are the minimum equipment required to begin teleworking. [See Sections [I.C.5.](#) and [I.E.1.](#)]
 - i. If applying for a remote telework option, work with your supervisor to obtain approval and complete the Office of Human Resources (OHR) procedures to change your official duty station. [See [Section IV.](#)]
 - j. If applying to telework five days per week and not changing your duty station from the USPTO office, discuss the recurring reporting requirement with your immediate supervisor. [See [Section III.C.1.](#)]
3. **Approval.**
- a. Decisions to grant or deny telework requests will be made by the participant's immediate supervisor based on whether the position is eligible, whether the employee

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meets the requirements to participate in the Program [See [Section I.C.2.](#)], and whether the employee's request is otherwise consistent with the Program. The maximum number of days per week an employee may participate will be based on the number of days the position is eligible for telework.

- b. Decisions on requests to grant or deny a telework request will be made promptly using the ETIS, generally within one week of submission of the request. Decisions to grant will include the number of days the employee is permitted to telework per week. Decisions to deny will include the reason for denial. An employee may appeal a decision to deny to the second level supervisor with a copy to the Business Unit Telework Coordinator.
 - c. Employees approved to telework who are not already teleworking or onboarding virtually will be authorized to begin telework the first full pay period after completing the required training and receiving the minimum amount of equipment to telework. The immediate supervisor may permit teleworking sooner at their discretion. Refer to [Section I.C.9.](#) for additional guidance about modifications to telework program options.
4. **Telework Agreement.** All participants must have an approved telework agreement denoting the telework option selected and signed by the employee and supervisor to begin telework. The telework agreement will be completed when applying for telework through the ETIS. Participants who opt for remote telework are required to change their duty station [See [Section IV](#)] and acknowledge that (a) they will not be reimbursed for travel between their alternate worksite and the USPTO office except as specified in [Section IV](#), and (b) a duty station change could impact pay and benefits.
 5. **Equipment Deployment.** All participants must receive the minimum amount of equipment to perform official duties at the alternate worksite before teleworking. Follow the steps outlined below to request and receive your equipment. Participants will be provided with the minimum amount of equipment as soon as practicable after the approval of the telework request. [See [Section I.E.1.](#)]
 - a. Contact the Telework Coordinator after completing [Section I.C.2 steps a. through g.](#)
 - b. The Telework Coordinator will send the employee a Telework Equipment Deployment spreadsheet template to finalize in accordance with the guidelines included in [Section I.E.1.](#)
 - c. Deliver the completed spreadsheet to immediate supervisor for approval.

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- d. The supervisor will review the spreadsheet for compliance with equipment listed in [Section I.E.1](#) and submit it to the Telework Coordinator representing their approval.
 - e. The Telework Coordinator will request the equipment.
 - f. The employee will be notified when the equipment is ready to be delivered or retrieved from the [USPTO Telework Depot](#).
 - g. If on-boarding as a new employee with the USPTO virtually, before the on-board date the employee will be contacted by the OHR, the employee's supervisor, and/or the Telework Coordinator to arrange for equipment deployment. The Telework Coordinator will work with the employee's supervisor to define equipment needs and request equipment deployment.
 - i. The USPTO, OCIO will ship equipment to the employee to be received at least two days prior to the start date.
 - ii. The USPTO, OCIO will also deliver the employee's network account information and SecurID or other means of alternate authentication once the employee is sworn in.
6. **Training.** All participants teleworking for the first time must complete telework training before an employee is permitted to telework. If on-boarding as a new employee with the USPTO virtually, Training should be completed no later than two weeks after the employee's start date. The employee may contact the Telework Coordinator for assistance in locating the training. Managers should also complete [Manager Training: Telework Effectiveness](#). The Office will ensure that such training is made available promptly to all participants whose requests to telework are approved.
7. **Telework Agreement Updates.** Participants will use the [ETIS](#) to update their telework agreement when participant telework information changes and annually for recertification, including that the participant reviewed the safety guidelines for alternate worksite(s). The Agency will remind all participants of the recertification requirement annually. The safety guidelines are posted on the [Telework Program Office](#) website and at [Appendix A](#). Participants are responsible for updating the [ETIS](#) and telework agreement to ensure the Program option and address(es) of the alternate worksite(s) are accurate at all times.
8. **Participant Telework Program Changes.** The participant's telework schedule should reflect the program option selected in ETIS and recorded on the telework agreement. If a participant is regularly teleworking or working in the office on a schedule different than the program option selected, the participant or the supervisor should initiate a conversation about modifying the telework program option selected in ETIS using the procedures outlined in [Section I.C.9](#), below.

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9. **Modifications.** Participants may permanently modify their telework program option by selecting telework program option and days up to the maximum number of days for which the position is eligible using the [ETIS](#). There are no advance notification requirements for participants whose positions are eligible to telework five days per week and who request to update their telework program option in a manner that does not impact office arrangements (e.g., changing from one day to two days per week telework or from five days per week with a reporting requirement to the 50-mile program).

Participants who encumber positions eligible to telework less than five days per week must discuss schedule changes with their supervisor if requesting to reduce the number of days working at the USPTO Office.

Otherwise, to allow for office arrangements, participants will notify their supervisor and the Telework Program coordinator via email at least two weeks in advance of modifying a telework program option from less than four days per week telework to five days per week telework or withdrawing from the program; and four weeks in advance of changing status from five days per week telework to less than four days per week telework. For exigent circumstances the Office will process employee requests in less than 4 weeks by providing hoteling or temporary office space to the employee until a permanent workspace can be arranged.

See [Section III. B. 2](#) for guidance on temporary schedule changes.

D. Worksites

1. **Locations.** Participants will designate a primary alternate worksite as the location where hours will be worked while not at the USPTO office. If a participant desires, they may designate an additional location as a secondary alternate worksite. All alternate worksites must be located in the fifty (50) states of the United States, the District of Columbia, or Puerto Rico. The designation of a participant's official worksite is dependent on the designation of a participant's official duty station, as follows:
 - a. A situational telework participant's official worksite is the USPTO office.
 - b. A routine telework participant's official worksite is the USPTO office.

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- c. A remote telework participant's (i.e., a 50-mile or TEAP option⁶) official worksite is their primary alternate worksite (home or other approved telework location) because the participant has changed their official duty station to the city/town and state of their primary alternate worksite.
2. **Alternate Worksites.** An alternate worksite may be the participant's home or other approved appropriate location. The participant must designate a room or location in their alternate worksite for placement and use of the equipment provided for the Program. Participants are responsible for purchasing and maintaining all office furniture at the alternate worksites.

Participants are responsible for ensuring compliance with all local laws or rules governing an office in their home. Participants who are renters are responsible for ensuring that their lease allows the installation of all the necessary equipment and connection services (e.g., compliant internet service) for the Program.

Participants are responsible for any utility cost, cooling, heating, and lighting at the alternate worksites. Participants are responsible for any re-wiring, updating, and improvements necessary to bring the electrical connections in an alternate worksite up to the required standards.

3. **Working at a Secondary Alternate Worksite.** Secondary alternate worksites are subject to the rules outlined in [Section I.D.2.](#) above. Participants must request approval to work at a secondary alternate worksite through [ETIS](#) prior to working from that location.

Requests are not necessary for each use of a secondary alternate worksite once the secondary alternate worksite is approved through ETIS. However, the participant must communicate the routine and recurring schedule with their immediate supervisor.

The amount of time spent working at the secondary alternate worksite cannot exceed 6 months in any 12-month period otherwise the secondary alternate worksite should be changed to become the primary alternate worksite. Employees must track their time at alternate worksites; if the intended stay at any secondary alternate worksite exceeds 6 months in a 12-month period, then the participant's supervisor initiates a Personnel Action Request (PAR) to change the duty station in the designated USPTO human resources system. See [Section IV.A.2.](#) for additional guidance on changing your duty station. The participant should also update their residence address in [EPP](#), as applicable.

⁶ A five day per week telework participant who chooses to maintain the USPTO office as their official duty station (i.e., non-50-mile and non-TEAP) is a routine telework participant. See [Section III.C.1.](#) for requirements to report the USPTO office at least two times per bi-week.

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A participant whose official worksite is at the USPTO office will generally not be permitted to work at a secondary alternate worksite that is outside of a 50-mile radius of their USPTO office for a full bi-week or more at a time, unless the participant reports to the USPTO office at least two times per bi-week [See [Section III.C.1.](#)], meets one of the exceptions in [5 C.F.R. § 531.605\(d\)\(2\)](#), or has been granted a temporary medical exception [See [Section V.](#)].

4. **Transporting Equipment.** When a participant has been approved to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites [See [Section I.E.7.](#)]. The participant is also responsible for determining the equipment necessary to successfully perform their official duties at the secondary alternate worksite. A participant will only be issued one set of telework equipment in accordance with the standards outlined in [Section I.E.1.](#)
5. **Safety Guidelines.** All participants will review the alternate worksite(s) safety and security guidelines located on the USPTO [Telework Program](#) website. [See [Appendix A.](#)]
6. **Security.** All alternate worksites must meet security and privacy requirements, including those established and occasionally updated by OCIO regarding IT security [See [Section I.E.4.](#)]. Participants are not permitted to work in a public area, e.g., a coffee shop, an airport terminal, or outside in a park.
7. **Inspection.** The participant will permit other USPTO employees and contractors to access the alternate worksite during the hours from 9:00 AM to 5:00 PM, Monday-Friday (excluding holidays) upon two business days' notice to the participant. Accessing the alternate worksite will be for the purpose of installing, repairing, maintaining, or removing work equipment, software, or other USPTO property, to investigate an accident or a worker's compensation claim, or to investigate other work related or safety problems arising from the administration of the Program. The parties may mutually agree to a time outside of these hours.

E. Equipment, Tools, and Supplies

1. **Standard Equipment.** Participants will be provided with a standard suite of IT equipment necessary to perform official assigned duties remotely at the primary alternate worksite as soon as practicable after the approval of the telework request. A participant may decline deployment of equipment if, after consultation with their supervisor, they deem the equipment is not necessary to productively perform official assigned duties at the primary alternate worksite (e.g., no printer, one monitor instead of two, etc.). Standard equipment includes the following:

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- a. 5 days per week: A universal laptop; docking station; two monitors; webcam; printer (provided the supervisor deems it necessary to perform assigned official duties); telephone headset; keyboard; mouse; SecurID (FOB) or other means of alternate authentication; fingerprint reader⁷; and other related peripherals.
- b. 3 and 4 days per week. A universal laptop, docking station, two monitors, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals. A printer may be issued if the immediate supervisor deems it necessary to perform assigned official duties. Immediate supervisor approvals must be provided to the Telework Coordinator before printers will be deployed. If a participant is issued an approved printer to use at the alternate worksite, the employee will relinquish their personal office printer and use a shared network printer.
- c. 2 days per week or less. A universal laptop, docking station, one monitor, webcam, telephone headset, SecurID (FOB) or other means of alternate authentication, keyboard, mouse, and other related peripherals.
- d. Situational telework. A universal laptop and SecurID (FOB) or other means of alternate authentication.

To ensure a seamless customer experience, participants are required to use USPTO assigned phone numbers for communication with colleagues and customers.

Necessary equipment will be provided to the participant as soon as practicable after the approval of the telework request. The universal laptop and SecureID (FOB), or other designated authentication technology, is the minimum equipment required to begin teleworking.

2. Internet Service.

- a. **Requirements.** All participants must have high-speed broadband internet service such as cable or fiber optic that meets [USPTO's virtual private network \(VPN\) connection requirements](#) at all alternate worksites. Wired connectivity is recommended. Employees may choose to work either wired or wirelessly, but must be able to connect with a wired connection as needed to improve connectivity or upon OCIO request (e.g., in responding to a service request or to facilitate updates).

⁷ Fingerprint readers will be provided to TEAP participants, only.

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- b. **Internet Service (IS) Reimbursement.** Given that participants who telework five days per week have relinquished their USPTO office, they are eligible for IS cost reimbursement at their approved alternate worksite(s) in accordance with the [USPTO ISP Reimbursement Policy](#).
3. **Collaboration Tools.** Participants must use USPTO collaboration tools in accordance with the USPTO's [Time and Attendance Tools, Communication, and Collaboration \(TACC\) Policy](#), or any policy that supersedes it. Collaboration tools include, but are not limited to: instant messaging and chat; document/desktop sharing and whiteboard features; virtual meeting tools; video communication and conferencing equipment; and presence indicator. Employees will be required to use their video communication tools (i.e., camera) in accordance with POPA and NTEU 243 negotiated agreements for specific meetings and when their active participation during such meeting is required.
4. **IT Security.** Participants are responsible for the security of Federal government property, information, and information systems at all alternate worksites. If not properly implemented, telework may introduce vulnerabilities into USPTO systems and networks. To prevent security incidents, participants are required to protect information and information systems commensurate with risk and complete the annual USPTO mandatory IT Security Awareness Training.

Information associated with official business should be stored in controlled, accessible, and safeguarded locations. Participants should store information in places that are adequately accessible to other colleagues (with a need to know) and backed up (e.g., shared drives, SharePoint) and refrain from desktop storage. Participants will not store USPTO information on personal devices or accounts.

The creation of paper copies containing sensitive information should be minimized to the greatest extent possible while teleworking. Most home or non-industrial shredders do not meet the General Services Administration's (GSA) approved cross-cut shredder requirement; therefore, these paper files must be stored in a locked drawer or room until participants can return to campus and utilize GSA-approved shredders. Please contact the USPTO Records Officers or CUI Managers if you have hard copies at your alternate worksite and are unable to adequately secure and store the documents until you can return to the USPTO. Please email CUI@uspto.gov with any questions related to properly disposing of records.

- a. Care must be taken to ensure records subject to the [Privacy Act](#) (5 U.S.C. § 552a, Records Maintained on Individuals) and sensitive but non-classified data are not

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disclosed to anyone except those who have authorized access to perform their duties. Participants should refer to the [Rules of the Road](#).

- b. Participants are responsible for the security of all official information, protection of any government furnished equipment and property, and the execution of the mission of the USPTO at the alternate worksite(s) in accordance with existing USPTO and DOC policies.
 - c. Any USPTO owned equipment is for official use only. Use of the equipment for private purposes is prohibited except as permitted by the USPTO [Rules of the Road](#). Family members and friends of Participants are not authorized to use any government furnished equipment.
 - d. Participants are to comply with all security related USPTO policies including the USPTO [Rules of the Road](#). These policies may be found on the USPTO intranet website.
5. **USPTO Equipment Failures.** Participants are to contact the USPTO Service Desk to report Agency-provided equipment or software failures or problems, including connecting via the VPN, as soon as they are discovered and follow the procedures provided by the Service Desk. In the event that VPN or Agency provided equipment problems (including USPTO power outages) prohibit working at an alternate worksite, the participant must notify their immediate supervisor. The participant may consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite and determine how to record time. See [Section I.G.7](#) for guidance about non-weather related equipment failures at the alternate worksite(s) (e.g., participant power outages and interruptions in internet access) and [Section I.I.1](#) for weather related outages.
6. **Ownership and Maintenance.** USPTO maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant by the agency. The USPTO acts as the insurer for damage, theft, or other loss (e.g., fire, flood, etc.) of the USPTO equipment and materials only. Equipment provided by the Agency will be serviced and maintained by the Agency.
7. **Safeguarding Assets.** All participants are responsible for reasonably safeguarding and protecting government issued equipment. The accountability and security of IT resources [See [Section I.E.4](#)] extends to your alternate worksite(s), residence, other approved telework location, and/or other areas in which you use, travel with, and store the equipment. When a participant chooses to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites. Reasonable safeguards must be consistently exercised to ensure that

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government property is not vulnerable to any negligence or potential criminal activity. When a participant is assigned a piece of equipment, including the Universal Laptop, the participant is responsible for reasonable safeguards of its physical safety, as well as the data stored on it. Suggestions for safeguarding equipment and procedures for reporting lost, stolen, or damaged equipment are available on the [USPTO's Asset Management website](#).

Participants will provide property custodians with all information requested to inventory assets and will provide timely notice of equipment changes and issues.

8. **Returning Equipment.** Any equipment provided to the participant for use at the alternate worksite(s) should be returned to the Agency generally within five business days from the end of the participant's participation in the Program, unless exigent circumstances exist. Any equipment that was deployed to the participant and is not needed to perform official duties should be returned as soon as the participant deems the equipment as unnecessary.

A participant returning equipment must notify the Telework Coordinator to facilitate the return.

The USPTO may require return or exchange of Agency provided equipment. Except for remote telework participants enrolled in TEAP, participants may be required to report to the USPTO office to receive equipment or to repair or exchange equipment.

9. **Supplies.** Participants enrolled in TEAP who have been issued a printer will use the [TEAP Operating Procedures](#) to request toner and paper required to carry out official assigned duties. Unless otherwise defined, TEAP participants are expected to pick up all other small office supplies while on a trip to the USPTO office.

Also, unless otherwise defined, all other telework participants may pick up small office supplies required to carry out their official assigned duties from the USPTO office and those who have been issued a printer may pick up paper and toner from the USPTO office.

- F. **Collaboration and Engagement.** Employee engagement is a priority for the OCFO and the OCIO and to facilitate collaboration and successful interactive relationships employees should leverage collaboration tools, such as video conferencing, instant messaging or chat tools, and other USPTO approved collaboration software to stay connected. Employees are permitted to upload a workplace appropriate picture of themselves in USPTO collaboration tools so that colleagues and customers can associate names and faces. *See the OCFO and OCIO Work*

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Schedule Operating Parameters for further information on communication, collaboration, and customer engagement.

G. Schedules and Time and Attendance

1. **Work Schedules.** Employees teleworking five days per week must elect to work the Increased Flexitime Program (IFP) or Increased Flexitime Schedule (IFS) work schedules. See the *OCFO and OCIO Work Schedule Operating Parameters* for further information on business hours and work hours.
2. **Timesheets.** Participants will use the "Telework Home" transaction code (or other designated method to report telework time) with the appropriate PPA codes to indicate in the time and attendance system which days were worked at the alternate worksite(s) and the number of hours worked at the USPTO office and alternate worksite(s) each day.
3. **Holidays.** Participants working at an alternate worksite will be granted the same holidays as employees at the USPTO office, unless otherwise determined by the Office of Personnel Management. Early dismissal of USPTO employees or closure of the USPTO office for non-emergency conditions, such as on the day prior to a Federal holiday, will be granted to participants working at an alternate worksite.
4. **Overtime and Compensatory Time.** Overtime and compensatory time may be worked at an alternate worksite so long as the time has been approved by the participant's supervisor prior to working the additional hours.
5. **Leave.** All forms of approved leave, including compensatory time, may be used on days on which the participant is scheduled to work at the USPTO office or approved alternate worksite. Leave, however, may not be used on a regular basis to avoid working at the USPTO office on a non-telework day or to avoid meeting a routine telework participant's twice per bi-week reporting requirement [See [Section III.C.1.](#)].
6. **Multiple Locations in a Given Day.** A participant may work at the USPTO office and/or multiple alternate worksites on the same day. A participant who chooses to work at multiple locations on the same day must notify their immediate supervisor and comply with the requirements of the policy on communication and collaboration with respect to posting work hours (to include time zone, if outside of Eastern Time zone) regardless of where they work. Participants must mid-day flex (if on IFP/S) or take leave to accommodate travel time required for commuting to and from the various work sites. [See [Section III.B.](#) for routine telework schedule requirements.]

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7. **Inability to Work at an Alternate worksite.** If an employee is prevented from working at an alternate worksite for reasons other than inclement weather (e.g., non-weather related power or internet outage at the alternate worksite or lack of dependent care), the participant must either (1) report to the USPTO office to perform official duties if not a TEAP participant, (2) obtain approval to work at a secondary alternate worksite, (3) if on IFP/S, change their work schedule by reducing the number of hours worked on that day, or (4) request appropriate leave, at the participant's option. If able to work, the participant may also consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite. The participant will not be reimbursed for any travel or related expenses for commuting between their alternate worksite(s) and the USPTO office and all trips will not be on duty time. See [Section I.E.5](#) for guidance related to a USPTO equipment failure and [Section I.I.1](#) for weather related conditions.

H. In-person Events

1. **Virtual First.** When technology is available, and consistent with the purpose of the event, meetings will be held so that participants working remotely can participate fully via video conference.
2. **Mandatory Attendance.** Participants may be required to report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other individual, team-, Office-, or Business Unit-wide events. Participants will be given as much notice as possible of any meeting or activity that they must attend in person. Absent exigent circumstances, participants will not be required to report to the USPTO office on the same day that notice is provided to the participant and the USPTO will endeavor to meet the notification timelines outlined below.
 - a. **Office coverage to address business needs or non-portable work activities:** Generally, for participants not enrolled in TEAP, notice to report to the USPTO office will not be less than two days.
 - b. **Group meetings:** Group meetings are defined as team, organizational (e.g.: section, branch, division, office), or business unit-wide meetings, to include training. For these planned events, the Agency has a goal of 4 weeks' notice, but at least 3 weeks' notice will be provided prior to the date of the meeting or training. This provides notification in accordance with TEAP operating procedures to ensure TEAP participants have adequate time to plan for a mandatory employee-paid trip.

All decisions to hold mandatory, in-person meetings will be approved by the Deputy Chief Financial Officer for the OCFO, the Deputy Chief Information Officer for the OCIO, or their delegate(s).

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I. Changes to Operating Status and Unscheduled Telework (e.g., Inclement Weather)

1. Office Closures, Early Departures and Delayed Arrivals Due to Weather or Safety Events.

When a foreseeable weather or safety event causes the agency to close or authorize late arrival or early departure, any employee with a signed telework agreement (i.e., a Program participant) must be prepared to telework, flex around the full or partial closure, and/or take leave. Except as provided below, no employee with a signed telework agreement of any type (regular, situational, etc.) may receive Weather and Safety leave, regardless of whether the employee was scheduled to telework that day. In order to telework during a weather or safety event, participants must have their Universal Laptop at their alternate worksite. Unscheduled telework due to a closure, early dismissal, or delayed arrival due to weather or safety events will not count against the allowable telework days provided by this Program.

If weather related physical conditions affect the alternate worksite in a way that limits the employee's ability to perform their duties (e.g., power or internet outages at the participant's alternate worksite or the USPTO office), the employee may request Weather and Safety administrative leave or to work at a secondary alternate worksite. Participants may telework at an alternate worksite where there are dependents or others. However, for any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care. If dependent care prohibits the ability to perform telework for some portion of the work day during an office closure, early dismissal or delayed arrival, an employee may use a combination of flex time and unscheduled leave, with supervisory approval, to meet any dependent care needs and still accomplish work. See [Section I.K.1](#) for additional information on dependent care.

Weather and Safety leave may be available to a Program participant if the participant was not prepared to telework at their approved alternate worksite because either (1) the weather or safety event that caused the agency to close or authorize late arrival or early departure was not foreseeable or (2) reasonable circumstances prevented the employee from preparing to telework (e.g., the participant had been on leave until the day of the weather event, and the participant was not able to obtain their laptop before the weather or safety event). Find additional information on weather and safety leave at [Leave Administration, Appendix A: Impact of Weather and Safety Events on the Alexandria Campus and Randolph Square Building](#).

- ### 2. Unscheduled Leave or Unscheduled Telework.
- In the event OPM or USPTO declares that Federal agencies are open for the entire day with the option for "unscheduled leave or unscheduled telework," Program participants may report to the USPTO office, telework on a non-telework day (if consistent with the employee's work obligations), take unscheduled

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annual leave, or use a combination of work and annual leave to account for all of the regularly scheduled hours of the workday. A decision to telework on a day in which unscheduled telework is allowed will not count against the allowable telework days provided by this Program.

J. Performance Management.

Participants are expected to perform assigned duties and responsibilities at the alternate worksite. It is important that the alternate worksite be free from distractions that would impair a participant's ability to perform official duties and provide the same time and level of attention to the work product as is available at the USPTO office. Participants will have their performance evaluated under the criteria set out in their performance appraisal plan. If the participant lacks sufficient work for a telework day, they should consult with the supervisor to see if there is additional work that can be done at the alternate worksite. If there is not enough work that can be done at the alternate worksite, the employee must work at the USPTO office or use leave to cover the hours for which there is no work. Participants shall provide details of work accomplished upon the request of their supervisor.

Participants who are on a Performance Improvement Plan (PIP) will not be required to change their telework arrangement due to the PIP. Whether the participant's official worksite is the USPTO office or an approved alternate worksite, a participant who is on a PIP will be required to commit to be available to receive assistance and training. The assistance may be provided at the USPTO office or virtually. The supervisor and the participant will attempt to find an agreeable time for the assistance to be provided, including providing reasonable notification in accordance with the intent of [Section I.H.2](#). The supervisor, however, retains the right to direct the participant to attend meetings or training at the USPTO office, including one-on-one training.

K. Miscellaneous Provisions.

1. **Dependent Care.** No telework arrangement is authorized which allows the participant to provide care to any individual during work hours. Participants shall have dependent care arrangements so that the participant's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the participant teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
2. **Transit Subsidy.** Participants continue to remain eligible for transit subsidies as set forth in the [USPTO Public Transit Subsidy Program](#).

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3. **FECA and Alternate Worksite Injury.** Participants are covered under the Federal Employee's Compensation Act (FECA) if injured in the course of actually performing official duties at the alternate worksite. In order for a participant to be able to file a claim for worker's compensation, the participant who has an accident or injury while working at the alternate worksite must notify their immediate supervisor and report the accident or injury to a designated USPTO official in accordance with FECA requirements. Upon notification, the USPTO may investigate any reported accidents and injuries.
4. **Property Liability.** The USPTO will not be liable for damages to a participant's personal or real property during the course of performing official duties or while using Government equipment in the participant's residence, except to the extent the Government is held liable by the Federal Tort Claims Act, claims arising under the Military Personnel and Civilian Employees Claims Act, or other laws.
5. **Protecting Records.** Participants will apply approved safeguards to protect Agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the [Privacy Act](#) of 1974, Public Law 93-579, codified at 5 U.S.C. Section 552a. See [Section I.E.4.](#) for additional IT Security requirements.

Participants are required to use electronic versions of documents and data whenever practical. When this is not practical, and solely for the purposes of this Program, participants will be permitted to remove USPTO copies of documents from the USPTO office in order to perform their officially assigned duties at an alternate worksite, unless such files have been identified by management as being inappropriate for removal from the USPTO office. The participant is responsible for the transportation and safeguarding of the documents and files to and from the USPTO office and alternate worksite(s). Original or official files may not be removed from the USPTO office unless specifically approved by the Agency.

When the USPTO has an unusual need for a document or file or other information that is located at the alternate worksite, the participant may be directed to provide the requested document, file or other information to the USPTO office within one business day by delivery means determined by the Agency. An unusual need is one that does not occur on a regular basis and cannot wait for the participant's scheduled return to the USPTO office or be resolved through other means.

6. **Union Activities.** Stewards and union officials may perform Union representational activities on official or bank time while teleworking.

7. **Personal Information.** Agency personnel will not divulge the addresses and private home or mobile telephone numbers of participants to the public or any other USPTO personnel who do not have a legitimate business need to know such information.

II. Provisions Applicable to Situational Telework Participants

- A. **Requesting Situational Telework.** A situational telework participant is expected to perform their assigned duties at the USPTO office regularly. Situational telework must be requested in advance and approved by the immediate supervisor. Requests for situational telework must include the dates the participant will telework and the work that will be performed at the alternate worksite on those dates.

Participants currently teleworking situationally in a position that is eligible for routine or remote telework who would like to move to routine or remote telework must modify their telework application in [ETIS](#) and follow the application procedures in [Section I.C.9](#). Additional information on routine telework may be found at [Section III](#) and additional information on remote telework may be found at [Section IV](#).

- B. **Offices.** Participants selecting a situational telework program option will retain their status quo office.
- C. **Part Time Employees.** Part-time employees who encumber a position eligible for situational or routine telework may participate in situational telework.

III. Provisions Applicable to Routine Telework Participants

- A. **Overview.** A routine telework participant's official duty station remains the USPTO office and requires the participant to work at the USPTO office for a specified amount of time each week or bi-week as designated by their position eligibility determination.
 1. Participants electing to telework one to four days per week will work at the USPTO office for four to one day(s) per week.
 2. Participants electing to telework five days per week may elect either to retain the USPTO office as their official duty station and remain a routine teleworker or, if the participant's primary alternate worksite is located within 50 miles of the USPTO office, change the location of their official duty station to the primary alternate worksite in accordance with the procedures outlined in [Section IV.B](#), and become a remote teleworker.

B. Routine Telework Participants Teleworking One to Four Days per Week

1. **Telework Schedule.** Participants eligible for routine or remote telework may request to telework one to four days per week, up to the number of days permitted by their position's eligibility determination. Participants electing this option are expected to perform their assigned duties at the USPTO office for one to four day(s) per week, as set forth in their position eligibility determination. Participants who select this option must consult with their immediate supervisor to define a telework schedule that identifies regular days to perform duties at the USPTO office each bi-week. For participants whose essential functions include duties that must be done at the USPTO office, the amount of time spent at the USPTO office on a non-telework day must be long enough to complete those essential functions and if a participant chooses to work at multiple locations on the same day they must notify their immediate supervisor. Participants may not use IFP/S flexibilities or any combination of leave to regularly avoid any in-office requirements. Participants are not precluded from teleworking on fewer days than their position's eligible number of days. The day(s) a participant elects to perform assigned duties in the office will be the same each week and must be scheduled in advance and approved by the immediate supervisor to ensure office coverage.

On a situational basis, a one to four day per week routine telework participant's immediate supervisor may allow an employee to work additional days at an alternate worksite (i.e., supplemental situational telework) in accordance with the provisions for situational telework [See [Section III](#)]. Supplemental situational telework must be requested in advance and approved by the immediate supervisor. Requests for supplemental situational telework must include the dates the participant will telework in addition to the routine telework and the work that will be performed at the alternate worksite on those dates.

2. **Telework Schedule Changes.** Changes in USPTO office day(s) for participants whose position is eligible for routine telework one to four days per week must be requested in advance and approved by the immediate supervisor. These requests may be for a one-time change or for a permanent switch in the days performing assigned duties in the USPTO office. See Section [I.C.7.](#), [I.C.8.](#), and [I.C.9.](#) for permanent program changes. The OCFO or OCIO may require temporary adjustments to USPTO office day(s) schedules to address business needs and office coverage for non-portable work activities.

Participants currently teleworking one to four days per week in a position that is eligible to telework five days per week who would like to move to five days per week telework must modify their telework application in [ETIS](#) and follow the application procedures in Section [I.C.7.](#), [I.C.8.](#), and [I.C.9.](#) Additional information on five day per week routine telework may

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be found at [Section III.C.](#) and on five day per week remote telework may be found at [Section IV.](#)

3. **Offices.** Routine telework participants who select a telework program option that places the participant at the USPTO office for two days per week or less will be required to share an office with another employee. Participants who share an office may coordinate their on-campus days, such that one of them uses the office at a time. Participants who select a telework program option that places the participant at the USPTO office for three days per week or more will remain their status quo office arrangements.

A Program participant whose selected telework program option places them in a shared office, and who changes the terms of their telework program and agreement in any way that places them at the USPTO office for three days per week or more, will be reassigned to an unshared office. A participant may have to remain in their shared office until individual office space is available.

The participant will be assigned an office as determined by their seniority consistent with existing Union agreements for office space. The employee should be issued the space they are entitled to within three months of notifying their immediate supervisor and Telework Program coordinator of the change.

C. Routine Telework Participants Teleworking Five Days per Week

1. **Reporting Requirement.** An employee who elects to telework five days per week and maintains the USPTO office as their official duty station is required to report to the USPTO office at least two times per bi-week. Participants shall work at the USPTO Office for a minimum of 15 minutes for each occurrence in a manner consistent with IFP work schedule rules as to days and hours of work. All forms of approved leave, including compensatory time, may be used to meet the required hour(s) on this day but leave may not be used on a regular basis to avoid the requirements of this paragraph to work at the USPTO office two times per bi-week.
2. **Offices.** Routine telework participants who telework five days per week will not have an assigned office at the USPTO office and will reserve hoteling space on campus when working at the USPTO office, including when meeting the regular bi-weekly reporting requirement.
3. **Travel Expenses and Travel Time.** When a participant's official duty station is the USPTO office, all travel between home and the USPTO office is considered commuting time and will not be reimbursed.

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- D. Part Time Employees.** Part-time employees who encumber a position eligible for routine telework for less than five days per week may participate in telework. The percentage of time that may be worked at the alternate work site will be prorated as determined by the percentage of the employee's part-time schedule compared to a full-time schedule, times the number of days. Part time employees who encumber a position eligible for remote telework for five days per week, may telework 100 percent of their part time work schedule (the requirement to routinely report to the USPTO office two times a bi-week remains). Part time employees should consult guidelines on part time work schedules in the applicable collective bargaining agreement, labor contract, or other union agreements related to part time work.

IV. Provisions Applicable to Remote Telework Participants

A. Provisions Applicable to all Remote Telework Participants

- 1. Overview.** A participant who elects to telework five days per week may elect to either retain the USPTO office as their official duty station in accordance with [Section III.C.](#) or change the location of their official duty station to the primary alternate worksite.

There is no requirement to routinely report to the USPTO office when a participant has changed their official duty station to the primary alternate worksite. The change in official duty station may impact a participant's pay and benefits because locality pay is based on the location of the official duty station. See Sections [IV.A.2](#), [IV.B.1](#), and [IV.C.2](#) for additional information on changing the official duty station.

Table 1 provides an overview of implications for regular and recurring reporting requirements to the USPTO office, employee pay and benefits, and travel expenses associated with changing the official duty station.

Table 1: Official Duty Station Implications

Key Elements	Teleworking < 50 Miles from Alexandria, VA		Teleworking > 50 Miles from Alexandria, VA	
	USPTO Program Reference	Routine: 5 days per week (Hoteling)	Remote: 50-Mile	Routine: 5 days per week (Hoteling)
Official Worksite & Duty Station	USPTO Office	Primary Alternate Worksite	USPTO Office	Primary Alternate Worksite
Pay & Benefits	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite

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Key Elements	Teleworking < 50 Miles from Alexandria, VA		Teleworking > 50 Miles from Alexandria, VA	
Regular and Recurring Reporting Requirement	Two Times per Bi-week	None	Two Times per Bi-week	None
Travel for <u>Voluntary</u> Trips to USPTO Office or for Reporting Requirement	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office
Travel for <u>Mandatory</u> Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for the first Trip up to 5 Days, USPTO Pays Thereafter

- Process for Changing the Official Duty Station.** A remote telework participant will select one of two program options that permit a change of their official duty station, depending on the location of the approved primary alternate worksite. If the participant lives within a 50 mile radius of the USPTO office, they will select the 50-mile program option and follow the procedures in [Section IV.B.1](#). If the participant lives outside of a 50 mile radius from the USPTO office, they will select the TEAP program option and follow the procedures in [Section IV.C](#). The 50 miles is a point-to-point straight line distance from 600 Dulany Street, Alexandria, VA, 22314.

When changing the official duty station, participants are responsible for maintaining accurate human resource information as outlined in the ETIS Employee Information and Certification Language document located at [Appendix B](#).

- Offices.** Remote telework participants will not have an assigned office at the USPTO office and may use hoteling space, if available, when working at the USPTO office.
- Part Time Employees.** Part time employees who encumber a position eligible for remote telework, may telework 100 percent of their part time work schedule. Part time employees should consult guidelines on part time work schedules in the applicable collective bargaining agreement, labor contract, or other union agreements related to part time work.

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B. Remote Telework Participants Working within 50 miles of the USPTO Office⁸

1. **Official Duty Station Changes.** Participants who live within a 50-mile radius⁹ of the USPTO office may request to change their official duty station to their approved primary alternate worksite (e.g., home address), which will be designated as their official worksite. A change in the participant's official duty station eliminates the requirement to report to the USPTO office at least two times per bi-week and changes the participant's pay (including locality pay) to the location of the primary alternate worksite, which may be a different locality pay than the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#) website. Questions about other potential changes to pay and benefits (e.g., health and life insurance, thrift savings plan, etc.) may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.

All changes to duty station are voluntary and for the convenience of the participant. See participant responsibilities in [Section IV.A.2](#). All changes to the official duty station must be pre-approved by the USPTO. If a participant's primary alternate worksite (e.g., home address) is within a 50-mile radius of the Alexandria office, a 50-mile radius telework program option may be selected. The participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system.

Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the supervisor and OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station.

2. **Working at the USPTO Office.** Participants may occasionally voluntarily work at the USPTO office. Participants working at the USPTO office are encouraged to reserve hoteling space to perform their official duties. Participants may also be required to occasionally report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other team-, Office-, or Business Unit-wide events.
3. **Travel Expenses and Travel Time.** When a participant's official worksite is their home address or other approved alternate worksite within a 50-mile radius of the USPTO office, they will not be reimbursed for any travel or related expenses for commuting between their official worksite and the USPTO office regardless of whether the trips are mandatory

⁸ This category of remote telework is sometimes referred to as the "50-Mile Program".

⁹ The 50-mile radius is determined by https://www.gpsvisualizer.com/calculators#distance_address.

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or voluntary. All such trips, regardless of the location of the official worksite, will not be on duty time.

C. TEAP Option for Remote Participants Working more than 50 miles from the USPTO Office¹⁰

1. **Telework Enhancement Act Program (TEAP).** TEAP allows participants teleworking five days per week whose position is TEAP eligible and who live greater than 50 miles from the USPTO office to decide, for their own convenience, to change their duty station to an approved telework location in the local commuting area of the city in which they live. See participant responsibilities outlined [Section IV.A.2](#). The participant must travel to the USPTO office for mandatory trips when directed by the Office, and TEAP permits the participant to waive their right to travel expenses for a reasonable number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). The participant is responsible for paying for one mandatory trip per fiscal year for up to a maximum of five calendar days, which will be the first trip of the fiscal year. Participants who telework five days per week and who wish to participate in TEAP should refer to the [TEAP Operating Procedures](#) for program specifics.
2. **TEAP Operating Procedures.** The USPTO maintains a TEAP with operating procedures applicable to all USPTO employees. Employees who enroll in TEAP will abide by [TEAP Operating Procedures](#). Highlights of certain aspects of TEAP are outlined below. The information contained herein is not intended to substitute or supersede the TEAP Operating Procedures.
 - a. **TEAP Eligibility.** All telework participants who encumber positions eligible for TEAP may apply to TEAP if they meet the TEAP eligibility requirements (e.g., changing the official duty station, waiving travel reimbursements, etc.). Generally, participants should be approved for TEAP three weeks in advance of any change in the official duty station or move.
 - b. **TEAP Application and Approval.** If a participant's primary alternate worksite (e.g., home address) is outside of a 50-mile radius of the Alexandria office, a TEAP telework program option may be selected. The participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system.
 - c. **TEAP Pay and Benefits.** Participation in TEAP may impact the participant's pay, due to locality pay differences from the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#)

¹⁰ This category of remote telework option is referred to as TEAP.

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website. The TEAP Operating Procedures outline other potential changes to benefits (e.g., health and life insurance, thrift savings plan, etc.) and state taxes. Questions about pay and benefits may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.

- d. **TEAP Relocation Expenses.** Participation in TEAP is voluntary. No employee relocation expenses will be paid to participants.
- e. **TEAP Moves and Withdrawal.** A participant must use ETIS to notify their immediate supervisor and the Telework Program coordinator of all moves to a different primary alternate worksite (official worksite) or withdrawal from the program. Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the supervisor and OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station. See the [TEAP Operating Procedures](#) for specific instructions.
- f. **TEAP Mandatory Trips.** The TEAP Operating Procedures outline procedures and requirements for mandatory trips. The TEAP participants will incur one mandatory trip up to a maximum of five calendar days that is participant paid per fiscal year. All trips beyond that number will be paid by the Agency. The OCFO and OCIO will endeavor to combine reasons for trips and limit the number of trips per year to a reasonable number. The participant's time for travel will be compensated based on the most efficient manner of travel as defined by Federal travel regulations.
- g. **TEAP Voluntary Trips.** Trips to the USPTO office are defined as voluntary when they are discretionary on the part of the participant and visitation/travel is not required by the OCFO or the OCIO. No travel expenses or travel time will be provided for voluntary trips. Voluntary trips to the USPTO office do not count towards the maximum number of mandatory trips. See TEAP Operating Procedures for further guidance on voluntary trips.

V. Temporary Medical Exception

- A. Description of Program.** Management will consider requests from employees to work from home or another alternate worksite based on a serious temporary or short-term medical need of the employee or a family member which would:
1. Significantly impair or preclude the employee from working at (or traveling to) the USPTO office;
 2. Ordinarily require the employee to use leave to be away from the USPTO office without the ability to telework; and
 3. Allow the employee to work from the alternate work site.
- B. Flexibility:** In addition to the flexibility of where to work, the employee may request additional telework days, up to and including teleworking five days per week and specific hours of work.
- C. Application.** The request may be from a person not eligible to telework (based on position eligibility), or from a current teleworker to expand or change the number of days of telework or change their telework program option. If the request is from an employee whose position is not normally eligible to telework and is not covered by an existing telework agreement, the employee must sign a telework agreement. Eligibility requirements based on position may be waived because the eligibility for the temporary medical exception is based upon specific need.
- D. Approval.** Requests under these circumstances (known as a Temporary Medical Exception) must be submitted to the employee's immediate supervisor (or designee) as soon as the need for the temporary medical exception is known by the employee. The supervisor or designee will promptly forward the request with any comments (to include their proposal for the terms of the medical telework) to the Business Unit Head or Deputy Business Unit Head or designee. Decisions to grant or deny requests will be made by the Business Unit Head, Deputy, or designee and communicated to the employee in writing promptly, generally within one or two weeks, and taking into consideration the date on which the employee requests to begin telework. The reason(s) for any denial will be included in the response.

In determining whether to approve a request under this section, the supervisor must consider:

1. The work available for the employee to perform from a remote location as well as the ability to successfully complete assigned tasks in accordance with the employee's performance appraisal plan;

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2. Whether or not the employee will have appropriate remote access to USPTO IT systems and the likelihood that the employee can be successful in working remotely;
3. The employee's ability to work without the disruption of providing childcare, eldercare, or medical needs (the employee may mid-day flex, if on an appropriate work schedule, to accomplish these activities); and
4. The impact of the employee's absence from the USPTO office on other employees as well as the ability of the OCFO or OCIO to meet its business needs.

Approval to telework under this exception will be up to the duration of the medical need, depending on the work available to be performed at the approved alternate work site. In all instances, the telework granted pursuant to this medical exception may not exceed 4 months without renewed approval. However, the approval may be reviewed at any time and may be extended, adjusted, or revoked: a.) if the medical circumstances have changed; or b.) when participation is based on the medical needs of a family member and business unit needs have changed significantly). Approval of these requests for a temporary medical exception is separate and independent of the Agency's reasonable accommodation process and is not considered evidence of the Agency perceiving or regarding an employee as disabled under the [Rehabilitation Act](#). Nothing in this section precludes or limits the ability of employees to request a reasonable accommodation nor limits the ability of supervisors to refer employees to the Reasonable Accommodation Program Office/OEEOD for assistance when appropriate.

E. Documentation. Upon request, employees must submit medical documentation) from a health care provider supporting the request for a temporary medical exception.

1. The statement or documentation will: --
 - a. State the general nature of the medical need and why the employee should be excused from working at the USPTO office (treatment of the employee or a family member outside of the commuting area will satisfy this requirement).
 - b. Confirm that the employee can perform work.
 - c. Include either of the following:
 - i. If the employee has the medical condition—that the employee is fit for duty at the alternate work site, including any limitations that may apply; or,
 - ii. If a family member has the medical condition—
 - (A) state that the family member will not require constant attention, or

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- (B) the employee may indicate on the application that other people will provide care when the employee is working.
 - d. The expected duration of the need based on the medical condition.
 - 2. The employee will not be required to reveal any details about the medical condition other than the general nature of the condition as set out in the medical documentation described in [Section V.E.1.](#), and the OCFO and OCIO may not require the employee or family member to sign a release for their medical information.
 - 3. The OCFO and OCIO will treat as confidential any medical information given by an employee in support of the medical telework request, and may only disclose such information subject to its Privacy Act and Rehabilitation Act obligations for work-related reasons on a need to know basis.
 - 4. The purpose of the health care provider's statement and/or documentation is to verify the existence of the medical reason asserted in the temporary medical request, that the employee could not reasonably be expected to work at the USPTO office or that working from an alternate worksite would help alleviate the medical condition or assist with recuperation, and that the employee is fit for duty at the alternate location. The OCFO or OCIO will not substitute its own judgment for the medical judgment of the health care provider with respect to the validity of the medical condition, its duration, or how medical telework will alleviate the condition or help the employee (or family member) to recuperate (so long as there are sufficient details in the statement for the OCFO or OCIO to understand the basis for the recommendations).
- F. **Work Performed.** Because of the added flexibility in terms of eligibility, scheduling and/or number of telework days and hours, the participant and the supervisor will discuss the work to be done, the hours to be worked (including both the number of hours per day and the time of these hours), and any changes in circumstances affecting the arrangement. The terms of the medical telework will be documented in writing and signed by the employee and supervisor or exchanged via email.

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Safety Guidelines for the Alternate Worksite(s)

Employees may use the following guidelines to assist them in a review of the overall safety and adequacy of their alternate worksite. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

1. Develop and practice a fire evacuation plan for use in the event of an emergency.
2. Check your smoke detectors regularly and replace any batteries as needed.
3. Have a working fire extinguisher conveniently located at your alternate worksite (in the room where you work or appropriately located to help with evacuation), and check the charge regularly.
4. Computers are heavy. Place them on sturdy, level, well-maintained furniture.
5. Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
6. Locate your computer to eliminate noticeable glare from windows and lighting. Place the computer monitor at a height that is comfortable and does not produce neck or back strain. Locate computer keyboards at heights that do not cause wrist strain or place the keyboard on an adjustable surface.
7. Install sufficient lighting in locations to reduce glare on the work surface.
8. Arrange file cabinets so that opened drawers do not block ingress and egress.
9. Be sure to leave space for ingress and egress, where possible, to reduce tripping hazards.
10. Be sure electrical equipment is connected to grounded outlets.
11. Avoid fire hazards by not overloading electrical circuits.
12. Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause triggering hazards in your workspace.
13. Locate computers, phones, and other electrical equipment in a manner that keeps power cords out of walkways.
14. Lock (CTRL+ALT+DEL) computers after the workday is over.
15. Keep your workspace clean and avoid clutter which can cause fire and tripping hazards.
16. Use proper lifting techniques when moving or lifting heavy equipment and furniture.
17. Report accidents and injuries immediately to your supervisor.

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ETIS Employee Information and Certification Language

The document summarizes the various conditions, understandings, and certifications required by an employee who applies for and enrolls into a USPTO telework program. The information will appear on screens during the ETIS application process.

General guidance and provisions of telework at USPTO

1. All pay, leave, and travel entitlements will be based on the participant's official duty station.
2. The participant must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
3. The participant agrees to complete surveys and attend focus group meetings and interviews to help evaluate the telework program.
4. For participants with government provided equipment: Upon reasonable advance notice by the agency, the participant will permit USPTO employees and contractors to access the alternate worksite during normal working hours on a day that the participant is working at home for the purpose of installing, repairing, maintaining, or removing equipment, software, or other USPTO property, or to investigate an accident or a Workers' Compensation claim or to investigate other work-related or safety problems arising from the administration of the telework program. The parties may mutually agree to a time outside of these hours.
5. The participant agrees to comply with USPTO instructions regarding the return or removal of program materials.
6. The government will not be liable for damages to a participant's personal or real property during the course of performance of official duties or while using government equipment in the participant's residence, except to the extent the government is liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilians Employees Claims Act, or other laws.
7. All office policies and procedures and responsibilities remain in effect during a telework program unless the terms of the program agreement or guidelines specifically indicate a difference.
8. Participants who change their primary alternate worksite while participating in the program are required to update their primary alternate worksite address in the Enterprise Telework Information System (<https://etis.uspto.gov>). Participants must also keep their approved secondary alternate site location updated, but this does not constitute a relocation.
9. In accordance with USPTO CIO standards, participants in any telework program must have internet service provided by cable or fiber optic with minimum internet speeds of 15 Megabytes per second of download speed and 4 Megabytes per second of upload speed. The participant agrees that her/his internet speeds at the alternate worksite(s) meet or exceed this requirement, unless a lower speed is authorized by an underlying agreement.

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Employee Responsibilities Related to Human Resource Information

I understand the following:

1. I am responsible for keeping my residential address and duty station up-to-date in the Employee Personal Page ([EPP](#)) and ETIS systems;
2. I am responsible for reviewing my benefits coverage (health insurance, dental and vision plans, and long term care insurance), and ensuring the options I have selected provide coverage in my desired location. If I relocate out of the coverage area and wish to elect a new health benefit plan, I must notify the Office of Human Resources (OHR) to make a new election;
3. I am responsible for ensuring that the correct state taxes are withheld from my salary. If I move, I understand it is my responsibility to submit a change request through OHR according to the established processing timelines. If I fail to ensure the proper taxes are withheld from my salary, it is my responsibility to work with my state(s) to make any necessary corrections. The OHR will not make retroactive adjustments or withholdings. More information on how to change your state tax exemption can be found [here](#);
4. Because I am responsible for making sure that taxes are being paid to the appropriate jurisdiction and that my pay is based on the location of my duty station, reviewing my earnings and leave statements is the best way of identifying any issues as early as possible;
5. If applicable, I will work with my supervisor to ensure a "Change in Duty Station" Personnel Action Request (PAR) is initiated in the [HRConnect](#) system before the effective date. I also understand that the change in duty station cannot be made effective until OHR has processed the request. If I fail to timely update my address or duty station, it may impact my locality pay and result in an erroneous salary overpayment. I will be required to refund any overpayment to the USPTO.
6. Questions regarding benefits, compensation or personnel action processing may be directed to HumanResources_USPTO@uspto.gov or by telephone at 571-272-6000.

Safeguarding USPTO information and equipment

1. The participant will protect Government/USPTO records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at 5 U.S.C. Section 522a.
2. The participant will ensure that Government/USPTO records taken from the USPTO are accessed only by authorized personnel.
3. The participant will safeguard documents, data files and equipment during transit and at the alternate worksite(s).
4. The participant must return all documents, data files, work products, drafts and notes to the USPTO upon participant ending participation in the program.

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Maintaining USPTO Virtual Private Network Connection Requirements

- I certify that I have read the [USPTO VPN Connection Requirements*](#) and that [my internet connection\(s\) are compliant](#).

* You may be required to show proof that the Internet Service Provider(s) you use at the alternative worksite(s) comply with the VPN Connection Requirements. Note: some employees with slower speeds may meet the requirements based on being covered by agreements negotiated with the union representing the participant.

Conditions for Participating in Telework

As a condition of participation in the Telework Program, I agree to the following:

1. I have read and agree to adhere to the program requirements, including agreements and guidelines as appropriate, of the Telework Program.
2. I acknowledge that all pay, leave and travel entitlements will be based on my official duty station.

Final Certifications Upon Signing

- By signing, I certify that I have read and will comply with the [Business Unit Telework Program] provisions and the Employee Responsibilities included on page 2 of 3.
- If my telework program offers TEAP¹¹ as an option and I have selected TEAP as my option, my signature also certifies that: I have read and will comply with the [TEAP Operating Procedures](#); my participation is for my convenience, and, I waive my right to travel reimbursement as outlined in the TEAP Operating Procedures.

¹¹ Telework Enhancement Act Program

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USPTO New Employee Telework Agreement

The following constitutes an agreement between the U. S. Patent & Trademark Office and _____ (name of employee).

Type of Telework

Based on conversations with my supervisor I have been informed that I am eligible for and select: (choose one)

_____ Routine Telework (I will be allowed to telework a specified number of days and I will be in the USPTO facilities a specified number of days per week.

_____ Remote Work: I will work all of my hours from my home or other alternate work site and I am not expected to routinely report to a USPTO office or facility.

_____ Remote Work within 50 miles of the USPTO office or facility: I will work all of my hours from my home or an alternate work site that is located within 50 miles of the USPTO office or facility.

Location of Alternate Work Site:

The USPTO needs to know the location of your alternate work site. Please choose one of the statements below:

_____ The address I submitted with my new employee orientation documents is the location of my alternate work site.

_____ I intend to work from a different location than the address I submitted. I will call my supervisor and provide the information within the next two days.

The phone number at the alternate work site is: _____ (provide a mobile number if there is no land line)

Official Duty Station

Your Official Duty Station may determine your pay or other benefits. If you will work at the USPTO headquarters or another USPTO facility on a routine basis, your Official Duty Station will be the city and state of the USPTO facility. If you are a remote worker, your Official Duty Station will be the city and state of your alternate work site.

Discussions with Supervisor

This agreement references a number of policies, agreements, and other requirements. The Agency acknowledges that you do not have the ability to review these documents until you are an official employee of the Agency. Therefore, your supervisor will discuss any of these issues with you to help

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you understand his or her expectations and your requirements. You will have access to the material once you have access to the USPTO Intranet.

Agreement Terms

- 1) This agreement becomes effective once you have signed the agreement and when you begin working for the USPTO. The Agreement does not require a signature of an Agency Representative.
- 2) This is a temporary agreement that will be in effect no longer than two months. The agreement expires on the earlier of you signing a new telework agreement appropriate for your position and business unit within the USPTO or 2 months after you begin working for the USPTO.
- 3) The employee may telework up to full-time under this agreement, with the extent of authorized telework determined by the employee's business unit. The Agency retains the authority to direct the employee to report to the official duty station as required. 50 Mile radius participants may be required to come to the USPTO as needed. Employees should communicate with their supervisor regarding the assignment of work while teleworking.
- 4) Employees agree to inform their supervisor of their work schedule at the beginning of each day or on a biweekly basis either by email or using the status function in Microsoft Teams, and to update the supervisor as soon as practicable of any changes to the schedule. The employee must comply with all rules and policies governing work schedules while teleworking.
- 5) The employee is required to have Internet Service with a download speed of at least 15 Mbps and an upload speed of at least 4 Mbps at the alternate work site.
- 6) Telework is not authorized when the employee is providing care to any individual. Employees shall have dependent care arrangements so that the employee's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the employee teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
- 7) All pay, leave, and travel entitlements will be based on the employee's Official Duty Station.
- 8) Participants agree to comply with USPTO instructions regarding the return or removal of Agency materials. The employee will ensure that only authorized personnel access the materials provided by or taken from the USPTO.
- 9) The employee must return all USPTO files, work product, drafts, and notes to the USPTO within two business days of the employee ending participation in the program, regardless of whether participation ends voluntarily or at the direction of the Agency.

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- 10) Assigned duties may only be performed at the approved alternate work site or official duty station. Documents under secrecy orders or containing national security markings cannot be remotely accessed or removed from the USPTO work site.
- 11) The employee will safeguard and protect the confidentiality of patent applications and information therein in accordance with 35 U.S.C. § 122 and any private information (including information covered by the Privacy Act, 5 U.S.C. § 552a).
- 12) Signing and returning this agreement does not confer the right to telework when the employee is in a position that has not been approved for telework or to increase the amount of telework from what has been authorized by the USPTO.

I certify that I have read and will comply with the aforementioned provisions.

Print name

Employee's Signature

Date

An /s/ followed by the employee's name will be a sufficient signature for this document, or the employee may print, sign, scan and return the agreement.

Please return this agreement to your supervisor

Ref. #	OFFICE	POSITION	UNION	SERIES	GRADE	POSITIONS ON BOARD	POSITIONS VACANT	TOTAL POSITIONS	Position Eligibility (S,1,2,3,4, or 5 days/wk)	If 5 days, is Position Eligible for Remote: TEAP	Explanation for not eligible for TEAP	Explanation for not eligible for 5 days
1	OF	Accountant (AP & AR)	POPA	0510	GS-12	1		1	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
2	OF	Accountant (Fees)	POPA	0510	GS-11	1		1	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
3	OF	Accountant (Fees)	POPA	0510	GS-12	1		1	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
4	OF	Accountant (Fees)	POPA	0510	GS-13	1		1	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
5	OF	Accountant (Cost Accounting)	POPA	0510	GS-13	1		1	5 days	Yes	N/A	N/A
6	OF	Accountant (Cost Accounting)	POPA	0510	GS-14	1		1	5 days	Yes	N/A	N/A
7	OF	Accountant (Reporting & Analysis)	POPA	0510	GS-09	1		1	5 days	Yes	N/A	N/A
8	OF	Accountant (Reporting & Analysis)	POPA	0510	GS-11	1		1	5 days	Yes	N/A	N/A
9	OF	Accountant (Reporting & Analysis)	POPA	0510	GS-12	3		3	5 days	Yes	N/A	N/A
10	OF	Accountant (Reporting & Analysis)	POPA	0510	GS-13	7		7	5 days	Yes	N/A	N/A
11	OF	Senior Accountant (IT)	POPA	0510	GS-14	1		1	5 days	Yes	N/A	N/A
12	OP	Contract Specialist	POPA	1102	GS-09	1		1	5 days	Yes	N/A	N/A
13	OP	Contract Specialist	POPA	1102	GS-11	1		1	5 days	Yes	N/A	N/A
14	OP	Contract Specialist	POPA	1102	GS-12	3		3	5 days	Yes	N/A	N/A
15	OP	Contract Specialist	POPA	1102	GS-13	19	5	24	5 days	Yes	N/A	N/A
16	OP	Contract Specialist	POPA	1102	GS-14	13	8	21	5 days	Yes	N/A	N/A
17	OP	Procurement Analyst (Liaison)	POPA	1102	GS-14	1		1	5 days	Yes	N/A	N/A
18	OP	Procurement Analyst (Policy)	POPA	1102	GS-13	2		2	5 days	Yes	N/A	N/A
19	OP	Procurement Analyst (Policy)	POPA	1102	GS-14	4		4	5 days	Yes	N/A	N/A
20	OPB	Economist	POPA	0110	GS-09	2	1	3	5 days	Yes	N/A	N/A
21	OPB	Economist	POPA	0110	GS-11	1		1	5 days	Yes	N/A	N/A
22	OPB	Economist	POPA	0110	GS-13	1		1	5 days	Yes	N/A	N/A
23	OPB	Economist	POPA	0110	GS-14	3		3	5 days	Yes	N/A	N/A
24	OPB	Statistician	POPA	1530	GS-09	1		1	5 days	Yes	N/A	N/A
25	OPB	Statistician	POPA	1530	GS-14	2	3	5	5 days	Yes	N/A	N/A

OFFICE OF THE CFO -- TELEWORK ELIGIBILITY SPREADSHEET as of November 12, 2021

NTEU 243

Ref. #	OFFICE	POSITION	UNION	SERIES	GRADE	POSITIONS ON BOARD	POSITIONS VACANT	TOTAL POSITIONS	Position Eligibility (S,1,2,3,4, or 5 days/wk)	If 5 days, is Position Eligible for Remote: TEAP	Explanation for not eligible for TEAP	Explanation for not eligible for 5 days
1	OF	Accounting Technician (Fees)	NTEU 243	0525	GS-07	1		1	2 days	N/A	N/A	A majority of job duties include recording fee payments submitted via checks and money orders.
2	OF	Financial Analyst (AP & AR - Deposits)	NTEU 243	0501	GS-13	1		1	5 days	No	Performs non portable job functions to process and prepare USPTO check and money orders for deposit.	N/A
3	OF	Financial Analyst (AP & AR)	NTEU 243	0501	GS-12	3		3	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
4	OF	Financial Analyst (AP & AR)	NTEU 243	0501	GS-13	4	1	5	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
5	OF	Financial Analyst (Fees)	NTEU 243	0501	GS-14	1		1	5 days	No	Coordinating daily operations of division with minor non portable job functions that may require work in the office occasionally.	N/A
6	OF	Financial Analyst (Fees)	NTEU 243	0501	GS-11	1		1	5 days	No	Performs non portable job functions to process and prepare USPTO check and money orders for deposit.	N/A
7	OF	Financial Analyst (Fees)	NTEU 243	0501	GS-12	1		1	5 days	No	Performs non portable job functions to process and prepare USPTO check and money orders for deposit.	N/A
8	OF	Management and Program Analyst (Travel - Passport)	NTEU 243	0343	GS-12	1		1	5 days	No	Position is a passport acceptance agent that requires reporting to the office occasionally, by appointment.	N/A
9	OF	Management and Program Analyst (Travel - Passport)	NTEU 243	0343	GS-13	1		1	5 days	No	Position is a passport acceptance agent that requires reporting to the office occasionally, by appointment.	N/A
10	OF	Management and Program Analyst (Travel)	NTEU 243	0343	GS-09		1	1	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
11	OF	Management and Program Analyst (Travel)	NTEU 243	0343	GS-11	1		1	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
12	OF	Management and Program Analyst (Travel)	NTEU 243	0343	GS-12	1		1	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
13	OF	Management and Program Analyst (Travel)	NTEU 243	0343	GS-13	2		2	5 days	No	Minor non portable job functions that may require the position to work in the office occasionally.	N/A
14	OF	Financial Analyst (Cost Accounting)	NTEU 243	0501	GS-13	1		1	5 days	Yes	N/A	N/A
15	OF	Financial Analyst (Cost Accounting)	NTEU 243	0501	GS-14	3		3	5 days	Yes	N/A	N/A
16	OFMS	Financial Analyst (IT)	NTEU 243	0501	GS-12	1		1	5 days	Yes	N/A	N/A
17	OFMS	Financial Analyst (IT)	NTEU 243	0501	GS-13	1		1	5 days	Yes	N/A	N/A
18	OFMS	Financial Systems Analyst	NTEU 243	0501	GS-13	3		3	5 days	Yes	N/A	N/A
19	OFMS	Financial Systems Analyst	NTEU 243	0501	GS-14	1		1	5 days	Yes	N/A	N/A
20	OFMS	IT Specialist	NTEU 243	2210	GS-13	6		6	5 days	Yes	N/A	N/A

Ref. #	OFFICE	POSITION	UNION	SERIES	GRADE	POSITIONS ON BOARD	POSITIONS VACANT	TOTAL POSITIONS	Position Eligibility (S,1,2,3,4, or 5 days/wk)	If 5 days, is Position Eligible for Remote: TEAP	Explanation for not eligible for TEAP	Explanation for not eligible for 5 days
21	OFMS	IT Specialist	NTEU 243	2210	GS-14	19	6	25	5 days	Yes	N/A	N/A
22	OP	Management and Program Analyst (Procurement)	NTEU 243	0343	GS-13	2		2	5 days	Yes	N/A	N/A
23	OP	Management and Program Analyst (Procurement)	NTEU 243	0343	GS-14	1		1	5 days	Yes	N/A	N/A
24	OP	Procurement Technician	NTEU 243	1106	GS-07	1		1	5 days	Yes	N/A	N/A
25	OPB	Audit Liaison Specialist	NTEU 243	0301	GS-13	1		1	5 days	Yes	N/A	N/A
26	OPB	Budget Analyst	NTEU 243	0560	GS-11	1		1	5 days	Yes	N/A	N/A
27	OPB	Budget Analyst	NTEU 243	0560	GS-12	1		1	5 days	Yes	N/A	N/A
28	OPB	Budget Analyst	NTEU 243	0560	GS-13	5	1	6	5 days	Yes	N/A	N/A
29	OPB	Budget Analyst	NTEU 243	0560	GS-14	8	2	10	5 days	Yes	N/A	N/A
30	OPB	Management and Program Analyst (Audit)	NTEU 243	0343	GS-14	1		1	5 days	Yes	N/A	N/A
31	OPB	Management and Program Analyst (Budget and Performance)	NTEU 243	0343	GS-14	1		1	5 days	Yes	N/A	N/A

Ref#	POSITION	UNION	GRADE	POSITIONS ON BOARD	POSITIONS VACANT	TOTAL POSITIONS	Eligibility (0,5,1,2,3,4, or 5 days/wk)	If 5 days, is Position Eligible for Remote: TEAP	Explanation for not eligible for TEAPP	Explanation for not eligible for 5 days
1	I00011 - ITSPEC (APPSW)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
2	I00094 - ITSPEC (INET)	NTEU 243	GS-14	2	1	3	5 days	Yes	N/A	N/A
3	I00101 - ITSPEC (APPSW)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
4	I00103 - ITSPEC (DATAMGT)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
5	I00108 - ITSPEC	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
6	I00109 - ITSPEC	NTEU 243	GS-13	2		2	5 days	Yes	N/A	N/A
7	I00112 - LIB TECHNCN	NTEU 243	GS-8	1		1	3 days	N/A	N/A	Position is public facing when PSF is open and most major duties of this position require the staff member to be on site to respond to public visitors to the facility.
8	I00115 - PROG MGMT ASST	NTEU 243	GS-7	1		1	5 days	Yes	N/A	N/A
9	I00116 - TECHNCL INF SPECLST	NTEU 243	GS-12	1		1	3 days	N/A	N/A	This position would be required to provide training to the public on certain scheduled days which would require their being in the facility. Serving as a second level expert is public searching and to be there to assist with concerns of the public should a situation occur. this situation can rarely be anticipated when a senior staff member is needed but must be addressed in person. However, many of the tasks of this position can be completed from an off site location as attending meeting concerning the systems, writing reports, handouts and manual are better done in an environment without interruptions.
10	I00118 - ITSPEC (CUSTSPT)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
11	I00119 - PROG MGMT ASST	NTEU 243	GS-7	1		1	5 days	No	Must report to office to Assist with supply management for in office employees, provide assistance to the Program Analyst	N/A
12	I00128 - ITSPEC (DATAMGT)	NTEU 243	GS-12	3		3	5 days	Yes	N/A	N/A
13	I00131 - DATA CONT TECHNCN	NTEU 243	GS-9	1		1	5 days	Yes	N/A	N/A
14	I00132 - ITSPEC (INET)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
15	I00186 - LEG INSTRMTS EXAMNR	NTEU 243	GS-7	9	2	11	5 days	No	1 individual visit office 1 day a pay period to process mail, index paper and fax assignments, and process checks	N/A
16	I00207 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	4		4	5 days	Yes	N/A	N/A
17	I00208 - ITSPEC (APPSW)	NTEU 243	GS-14	3		3	5 days	Yes	N/A	N/A
18	I00211 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	4		4	5 days	Yes	N/A	N/A
19	I00213 - ITSPEC (APPSW)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
20	I00215 - ITSPEC (SYSANALYSIS)	NTEU 243	GS-13	2		2	5 days	No	Frequent quarterly visits to both Alexandria and Manassas to perform Data Center operation functions as well as quality control of on-site contractors.	N/A
21	I00219 - ITSPEC (APPSW/SYSADMIN)	NTEU 243	GS-13	3		3	5 days	Yes	N/A	N/A
22	I00240 - ITSPEC (APPSW/OS)	NTEU 243	GS-14	6		6	5 days	Yes	N/A	N/A
23	I00243 - ITSPEC (APPSW)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
24	I00251 - ITSPEC (APPSW/OS)	NTEU 243	GS-14	3		3	5 days	Yes	N/A	N/A
25	I00256 - ITSPEC (NETWORK)	NTEU 243	GS-15	2		2	5 days	Yes	N/A	N/A
26	I00259 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
27	I00262 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-15	1		1	5 days	Yes	N/A	N/A
28	I00274 - ITSPEC (NETWORK)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
29	I00330 - ITSPEC (INET)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
30	I00365 - IT PROJ MGR	NTEU 243	GS-14	4		4	5 days	Yes	N/A	N/A
31	I00372 - ITSPEC (APPSW/SYSADMIN)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
32	I00500 - ITSPEC	NTEU 243	GS-11	1		1	2 days	N/A	N/A	On site duties include: AV, conferencing and customer support. As needed work on inventory, ad hoc kiosk support
33	I00534 - ITSPEC (CUSTSPT)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
34	I00546 - ITSPEC (INET)	NTEU 243	GS-14	4		4	5 days	Yes	N/A	N/A
35	I00547 - TECHNCLGY TRNSFR SPECLST	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
36	I00548 - ITSPEC (APPSW)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
37	I00605 - IT PROJ MGR	NTEU 243	GS-14	4		4	5 days	Yes	N/A	N/A
38	I00610 - ITSPEC (DATAMGT)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
39	I00611 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
40	I00635 - ITSPEC (NETWORK)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
41	I00670 - ITSPEC (CUSTSPT)	NTEU 243	GS-13	3		3	5 days	Yes	N/A	N/A
42	I00728 - ITSPEC (INET)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
43	I00755 - ITSPEC (DATAMGT)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
44	I00780 - ITSPEC (CUSTSPT)	NTEU 243	GS-13	4		4	3 days	N/A	N/A	N/A
45	I00791 - PROG MGMT SPECLST	NTEU 243	GS-11	1		1	5 days	Yes	N/A	N/A
46	I00821 - ITSPEC (APPSW)	NTEU 243	GS-14	3		3	5 days	Yes	N/A	N/A
47	I00838 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
48	I00841 - ITSPEC (CUSTSPT)	NTEU 243	GS-11	2		2	1 day	N/A	N/A	Provide daily on campus support for PTA, network and Patent Group printers
49	I00851 - ITSPEC (APPSW/OS)	NTEU 243	GS-14	13		13	5 days	Yes	N/A	N/A
50	I00982 - BUDG ANAL	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
51	I01007 - USABILITY AND DESIGN SPECIALIST	NTEU 243	GS-14	3		3	5 days	Yes	N/A	N/A
52	I01020 - IT PROJ MGR	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
53	I01023 - ITSPEC (DATAMGT)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
54	I01046 - ITSPEC (NETWORK)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A

Ref#	POSITION	UNION	GRADE	POSITIONS ON BOARD	POSITIONS VACANT	TOTAL POSITIONS	Eligibility (0,5,1,2,3,4, or 5 days/wk)	If 5 days, is Position Eligible for Remote: TEAP	Explanation for not eligible for TEAPP	Explanation for not eligible for 5 days
55	I01052 - ITSPEC (APPSW/SYSADMIN)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
56	I01082 - ITSPEC	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
57	I01086 - ITSPEC (APPSW)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
58	I01098 - ITSPEC (CUSTSPT)	NTEU 243	GS-14	1		1	5 days	No	Works directly with desktop hardware and required to come to campus more than 3 times per year to obtain new hardware for testing purposes and to help troubleshoot issues contractors cannot solve	N/A
59	I01106 - ITSPEC (SYSANALYSIS)	NTEU 243	GS-13	2	1	3	5 days	No	Frequent quarterly visits to both Alexandria and Manassas to perform Data Center operation functions as well as quality control of on-site contractors.	N/A
60	I01108 - ITSPEC (INFOSEC)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
61	I01149 - IT ACQUISITIONS SPECIALIST	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
62	I01160 - ITSPEC (CUSTSPT)	NTEU 243	GS-11	1		1	5 days	Yes	N/A	N/A
63	I01216 - IT PROJ MGR	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
64	I01247 - PROG MGMT SPECLST	NTEU 243	GS-9	1		1	5 days	Yes	N/A	N/A
65	I01249 - ITSPEC	NTEU 243	GS-9	3		3	5 days	Yes	N/A	N/A
66	I01251 - LEAD ITSPEC	NTEU 243	GS-11	1		1	5 days	Yes	N/A	N/A
67	I01344 - ITSPEC	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
68	I01356 - ITSPEC (APPSW)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
69	I01384 - ITSPEC (APPSW/OS)	NTEU 243	GS-15	2		2	5 days	Yes	N/A	N/A
70	I01417 - ITSPEC (SYSANALYSIS)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
71	I01425 - ITSPEC (APPSW/OS)	NTEU 243	GS-13	3		3	5 days	Yes	N/A	N/A
72	I01427 - ITSPEC (PLCYPLN)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
73	I01438 - ITSPEC (ENT ARCHIT)	NTEU 243	GS-14	1	1	2	5 days	Yes	N/A	N/A
74	I01515 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
75	I01517 - ITSPEC (APPSW)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
76	I01518 - ITSPEC	NTEU 243	GS-13	2		2	5 days	Yes	N/A	N/A
77	I01540 - ITSPEC (APPSW)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
78	I01541 - IT PROJ MGR	NTEU 243	GS-13	2		2	5 days	Yes	N/A	N/A
79	I01572 - ITSPEC (CUSTSPT)	NTEU 243	GS-13	1		1	5 days	No	Works directly with desktop hardware and required to come to campus more than 3 times per year to obtain new hardware for testing purposes and to help troubleshoot issues contractors cannot solve	N/A
80	I01574 - IT PROJ MGR	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
81	I01660 - ITSPEC (CUSTSPT)	NTEU 243	GS-9	1		1	5 days	Yes	N/A	N/A
82	I01688 - ITSPEC (SYSANALYSIS/OS)	NTEU 243	GS-15	1		1	5 days	Yes	N/A	N/A
83	I01695 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
84	I01710 - ITSPEC (APPSW/SYSADMIN)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
85	I01725 - IT ACQUISITIONS SPECIALIST	NTEU 243	GS-9	1		1	5 days	Yes	N/A	N/A
86	I01750 - ITSPEC (APPSW/OS)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
87	I01760 - ITSPEC	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
88	I01807 - ITSPEC (INFOSEC)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
89	I01847 - ITSPEC (NETWORK)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
90	I01848 - ITSPEC (CUSTSPT)	NTEU 243	GS-13	2		2	5 days	Yes	N/A	N/A
91	I01921 - ITSPEC (CUSTSPT)	NTEU 243	GS-11	1		1	5 days	No	This position will occasionally need to back up their peers in ETC and Tier III & IV onsite. It will require 3 or more occasions to work onsite.	N/A
92	I01962 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
93	I01965 - ITSPEC (ENT ARCHIT)	NTEU 243	GS-11	2		2	5 days	Yes	N/A	N/A
94	I02204 - ITSPEC (CUSTSPT)	NTEU 243	GS-11	1		1	2 days	N/A		On site duties include: inventory control, equipment handling and in-person customer support
95	I02280 - ITSPEC	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
96	I02289 - ITSPEC (CUSTSPT)	NTEU 243	GS-11	1		1	5 days	No	This position will occasionally need to back up their peers in ETC and Tier III & IV onsite. It will require 3 or more occasions to work onsite.	N/A
97	I02340 - ITSPEC (OS/APPSW)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
98	I02341 - ITSPEC (APPSW/OS)	NTEU 243	GS-14	3		3	5 days	Yes	N/A	N/A
99	I02344 - IT SPECIALIST (OS/APPSW)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
100	I02359 - ITSPEC (APPSW)	NTEU 243	GS-9	1		1	5 days	Yes	N/A	N/A
101	I02360 - ITSPEC (APPSW)	NTEU 243	GS-7	1		1	5 days	Yes	N/A	N/A
102	I02364 - ITSPEC (CUSTSPT)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
103	I02403 - ITSPEC (CUSTSPT)	NTEU 243	GS-11	1		1	5 days	Yes	N/A	N/A
104	I02407 - TELECOMMUN SPECLST (NETWORK CA)	NTEU 243	GS-13	1		1	5 days	No	Frequent quarterly visits to both Alexandria and Manassas to perform Data Center operation functions as well as quality control of on-site contractors.	N/A
105	I02425 - PROG ANAL	NTEU 243	GS-11	1		1	5 days	Yes	N/A	N/A
106	I02456 - ITSPEC (SYSADMIN/CUSTSPT)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
107	I02505 - ITSPEC (APPSW/OS)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
108	I02510 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
109	I02512 - ITSPEC (CUSTSPT)	NTEU 243	GS-11	1		1	5 days	Yes	N/A	N/A
110	I02635 - ITSPEC (INET)	NTEU 243	GS-11	1		1	5 days	Yes	N/A	N/A

Ref#	POSITION	UNION	GRADE	POSITIONS ON BOARD	POSITIONS VACANT	TOTAL POSITIONS	Eligibility (0,5,1,2,3,4, or 5 days/wk)	If 5 days, is Position Eligible for Remote: TEAP	Explanation for not eligible for TEAPP	Explanation for not eligible for 5 days
111	L93121 - LEG INSTRMNTS EXAMNR DTRNS	NTEU 243	GS-7	1		1	0 days	N/A	N/A	The Legal Instrument Examiners/Certifiers: Certify paper patent and trademark documents, printed from various databases throughout USPTO. These certifiers are required to sign each certification statement (CS) with a wet signature, all certifiers must ensure the documentation for each order is correct and is of great quality before signing. Certifiers is also responsible for gathering information to ensure trademark registration are complete and have the correct status before sign CS. All documents are paper.
112	L94008 - LEGAL INSTRUMENT EXAMINER	NTEU 243	GS-7	4		4	0 days	N/A	N/A	The Legal Instrument Examiners/Certifiers: Certify paper patent and trademark documents, printed from various databases throughout USPTO. These certifiers are required to sign each certification statement (CS) with a wet signature, all certifiers must ensure the documentation for each order is correct and is of great quality before signing. Certifiers is also responsible for gathering information to ensure trademark registration are complete and have the correct status before sign CS. All documents are paper.
113	L94011 - LEGAL INSTRUMENT EXAMINER (APPL)	NTEU 243	GS-7	1		1	0 days	N/A	N/A	The Legal Instrument Examiners/Certifiers: Certify paper patent and trademark documents, printed from various databases throughout USPTO. These certifiers are required to sign each certification statement (CS) with a wet signature, all certifiers must ensure the documentation for each order is correct and is of great quality before signing. Certifiers is also responsible for gathering information to ensure trademark registration are complete and have the correct status before sign CS. All documents are paper.
114	L97135 - LEAD LEG INSTRMNTS EXAMNR	NTEU 243	GS-8	1		1	0 days	N/A	N/A	The Legal Instrument Examiners/Certifiers: Certify paper patent and trademark documents, printed from various databases throughout USPTO. These certifiers are required to sign each certification statement (CS) with a wet signature, all certifiers must ensure the documentation for each order is correct and is of great quality before signing. Certifiers is also responsible for gathering information to ensure trademark registration are complete and have the correct status before sign CS. All documents are paper.
115	L99100 - MGMT & PROG ANAL	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
116	P00025 - Customer Service Representative	NTEU 243	GS-7	4		4	5 days	Yes	N/A	N/A
117	P00088 - Quality Control Specialist	NTEU 243	GS-9	3		3	0 days	N/A	N/A	Quality Control Specialist(QCS): responsible for monitoring the entire production pipeline throughout our process, 100% quality check (QC) of all IIE's completed certifications before cover bind and delivery to customers. QCS is responsible for handling customer special request, researching difficult documents and handled quality control of all file wrappers and all documents are in paper format Patent and Trademarks. Which require physical presence to QC each document for accuracy. All request for certified copies are QC before shipping/mailling to customers.
118	P02091 - PROG ANAL	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
119	P02115 - LEG INSTRMNTS EXAMNR	NTEU 243	GS-7	1		1	0 days	N/A	N/A	The Legal Instrument Examiners/Certifiers: Certify paper patent and trademark documents, printed from various databases throughout USPTO. These certifiers are required to sign each certification statement (CS) with a wet signature, all certifiers must ensure the documentation for each order is correct and is of great quality before signing. Certifiers is also responsible for gathering information to ensure trademark registration are complete and have the correct status before sign CS. All documents are paper.
120	P06237 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
121	P07287 - ITSPEC (NETWORK)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
122	P09311 - IT PROJ MGR	NTEU 243	GS-15	1		1	5 days	Yes	N/A	N/A
123	P09338 - LEG INSTRMNTS EXAMNR	NTEU 243	GS-7	1		1	0 days	N/A	N/A	The Legal Instrument Examiners/Certifiers: Certify paper patent and trademark documents, printed from various databases throughout USPTO. These certifiers are required to sign each certification statement (CS) with a wet signature, all certifiers must ensure the documentation for each order is correct and is of great quality before signing. Certifiers is also responsible for gathering information to ensure trademark registration are complete and have the correct status before sign CS. All documents are paper.
124	P10523 - PROG ANAL	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
125	P11715 - ITSPEC (APPSW)	NTEU 243	GS-14	6		6	5 days	Yes	N/A	N/A
126	P11716 - ITSPEC (SYSANALYSIS)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
127	P11721 - IT ACQUISITIONS SPECIALIST	NTEU 243	GS-13	9		9	5 days	Yes	N/A	N/A
128	P11722 - IT ACQUISITIONS SPECIALIST	NTEU 243	GS-14	5		6	5 days	Yes	N/A	N/A
129	P11736 - IT PROJ MGR	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
130	P11738 - ITSPEC (DATAMGT)	NTEU 243	GS-13	1	1	2	5 days	Yes	N/A	N/A
131	P11739 - ITSPEC	NTEU 243	GS-11	1		1	5 days	Yes	N/A	N/A
132	P11748 - BUDG ANAL	NTEU 243	GS-13	4		4	5 days	Yes	N/A	N/A
133	P11764 - ITSPEC (APPSW)	NTEU 243	GS-14	3		3	5 days	Yes	N/A	N/A
134	P11765 - ITSPEC (APPSW)	NTEU 243	GS-13	4		4	5 days	Yes	N/A	N/A
135	P11767 - ITSPEC	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
136	P11776 - IT PROJ MGR	NTEU 243	GS-15	1		1	5 days	Yes	N/A	N/A
137	P11778 - IT PROJ MGR	NTEU 243	GS-14	4	2	6	5 days	Yes	N/A	N/A
138	P11781 - PROG ANAL	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
139	P11782 - ITSPEC (NETWORK)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A

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140	P11803 - ITSPEC (SYSANALYSIS/APPSW)	NTEU 243	GS-13	3		3	5 days	Yes	N/A	N/A
141	P11818 - ITSPEC (APPSW)	NTEU 243	GS-13	2		2	5 days	Yes	N/A	N/A
142	P11827 - ITSPEC	NTEU 243	GS-15	1		1	5 days	Yes	N/A	N/A
143	P11860 - ITSPEC (APPSW)	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
144	P11907 - ITSPEC	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
145	P11930 - ITSPEC (CUSTSPT)	NTEU 243	GS-14	4	1	5	3 days	N/A	N/A	In ETC there are over 500 physical workstations leased, to maintain which requires some physical presence. The image occasionally requires troubleshooting different configurations with physical setup. As Tier III / Tier IV we must troubleshoot and find fixes and global solutions which occasionally requires troubleshooting different configurations with physical setup. This position requires 2 days per week in person to ensure tasks are completed.
146	P11935 - ITSPEC (CUSTSPT)	NTEU 243	GS-13	3		3	3 days	N/A	N/A	On-site availability is required to perform physical oversight and quality control in support all IT equipment deployments and move service activities in tandem with our on-site technical service contractors.
147	P11937 - ITSPEC (CUSTSPT)	NTEU 243	GS-12	3		3	1 day	N/A	N/A	Provide daily on campus support for PTA, network and Patent Group printers
148	P11938 - ITSPEC (CUSTSPT)	NTEU 243	GS-13	3		3	1 day	N/A	N/A	Provide daily on campus support for PTA, network and Patent Group printers
149	P12015 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-12	1		1	5 days	Yes	N/A	N/A
150	P12022 - ITSPEC (SYSANALYSIS/APPSW)	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
151	P12026 - ITSPEC (OS/APPSW)	NTEU 243	GS-14	5		5	5 days	Yes	N/A	N/A
152	P12039 - ITSPEC (DATAMGT)	NTEU 243	GS-14	16		16	5 days	Yes	N/A	N/A
153	P12101 - ITSPEC (ENT ARCHIT)	NTEU 243	GS-14	6		6	5 days	Yes	N/A	N/A
154	P12114 - IT PROGRAM MANAGER	NTEU 243	GS-15	5		5	5 days	Yes	N/A	N/A
155	P12128 - PROG ANAL	NTEU 243	GS-12	1		1	5 days	No	Need to report to office for Property Custodian duties, physically see equipment to record CD's, equipment management and supply management	N/A
156	P12138 - ITSPEC (OS/SYSADMIN)	NTEU 243	GS-14	8		8	5 days	Yes	N/A	N/A
157	P12209 - IT PROJ MGR	NTEU 243	GS-14	10		10	5 days	Yes	N/A	N/A
158	P12259 - DEPLOYMENT ASSESSMENT COORD	NTEU 243	GS-14	2		2	5 days	Yes	N/A	N/A
159	P12268 - ITSPEC (DATAMGT)	NTEU 243	GS-13	2		2	5 days	Yes	N/A	N/A
160	P12288 - PROG ANAL	NTEU 243	GS-13	2	1	3	5 days	Yes	N/A	N/A
161	P12289 - PROG ANAL	NTEU 243	GS-14	3	1	4	5 days	Yes	N/A	N/A
162	P12365 - PROG ANAL	NTEU 243	GS-15	2		2	5 days	Yes	N/A	N/A
163	P12368 - ITSPEC (SYSANALYSIS/APPSW)	NTEU 243	GS-13	7		7	5 days	Yes	N/A	N/A
164	P12369 - ITSPEC (SYSANALYSIS/APPSW)	NTEU 243	GS-14	28	2	30	5 days	Yes	N/A	N/A
165	P12370 - ITSPEC (SYSANALYSIS/APPSW)	NTEU 243	GS-15	1		1	5 days	Yes	N/A	N/A
166	P12409 - ITSPEC (SYSANALYSIS/APPSW)	NTEU 243	GS-14	2	3	5	5 days	Yes	N/A	N/A
167	P12410 - PROJ MGR	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
168	P12957 - LEGAL ADMINSTVE SPECIALIS (ASSIGN)	NTEU 243	GS-9	3	1	4	5 days	Yes	N/A	N/A
169	P13462 - IT PROJ MGR	NTEU 243	GS-13	3		3	5 days	Yes	N/A	N/A
170	P13511 - ITSPEC (APPSW)	NTEU 243	GS-14	4	1	5	5 days	Yes	N/A	N/A
171	P13519 - ITSPEC (DATAMGT)	NTEU 243	GS-14	6		6	5 days	Yes	N/A	N/A
172	P13554 - ITSPEC (APPSW)	NTEU 243	GS-14	1		1	5 days	Yes	N/A	N/A
173	P13632 - ITSPEC (CUSTSPT)	NTEU 243	GS-12	3		3	5 days	Yes	N/A	N/A
174	P99021 - TECHNCL WRI EDIT	NTEU 243	GS-13	1		1	5 days	Yes	N/A	N/A
175	P99155 - QUAL CONT ASST	NTEU 243	GS-7	1		1	0 days	N/A	N/A	Quality Control Specialist(QCS): responsible for monitoring the entire production pipeline throughout our process. 100% quality check (QC) of all UE's completed certifications before cover bind and delivery to customers. QCS is responsible for handling customer special request, researching difficult documents and handled quality control of all file wrappers and all documents are in paper format Patent and Trademarks. Which require physical presence to QC each document for accuracy. All request for certified copies are QC before shipping/ mailing to customers.

Ref#	POSITION	UNION	Grade	POSITIONS ON BOARD	POSITIONS VACANT	TOTAL POSITIONS	Position Eligibility (0,5,1,2,3,4, or 5 days/wk)	If 5 days, is Position eligible for TEAPP (Y/N)	Explanation for not eligible for TEAPP	Explanation for not eligible for 5 days
1	I00255 - COMPR ENGR	POPA	GS-14	2		2	5 days	Yes	N/A	N/A
2	I00303 - COMPR SCNTST	POPA	GS-14	3		3	5 days	Yes	N/A	N/A
3	I00741 - COMPR SCNTST	POPA	GS-14	1		1	5 days	Yes	N/A	N/A
4	I00996 - COMPR SCNTST	POPA	GS-14	8		8	5 days	Yes	N/A	N/A
5	I01036 - COMPR SCNTST	POPA	GS-12	3		3	5 days	Yes	N/A	N/A
6	I01039 - COMPR SCNTST	POPA	GS-14	2	1	3	5 days	Yes	N/A	N/A
7	I01468 - COMPR SCNTST	POPA	GS-13	2		2	5 days	Yes	N/A	N/A
8	I01522 - COMPR SCNTST	POPA	GS-13	1		1	5 days	Yes	N/A	N/A
9	I01853 - COMPR SCNTST	POPA	GS-14	2		2	5 days	Yes	N/A	N/A
10	I01862 - COMPR SCNTST	POPA	GS-13	1		1	5 days	Yes	N/A	N/A
11	I02287 - COMPR SCNTST	POPA	GS-13	2		2	5 days	Yes	N/A	N/A
12	P08935 - COMPR ENGR	POPA	GS-15	1	1	2	5 days	Yes	N/A	N/A
13	P11763 - COMPUTER ENGINEER (NETWORKS)	POPA	GS-14	1		1	5 days	Yes	N/A	N/A
14	P11889 - ENGRG PSYCH	POPA	GS-14	1		1	5 days	Yes	N/A	N/A
15	P12051 - COMPR SCNTST	POPA	GS-14	2		2	5 days	Yes	N/A	N/A
16	P13466 - LIBRN	POPA	GS-13	4		4	4 days	N/A	N/A	Shipping and receiving; production of materials requiring use of high-capacity color printers, on-campus training (seminars), access PSF historic collections for research requests, access and maintain program records.

**Department of Defense
Supplemental Documents**

Department of Defense
January 2024 Submission

From: [Speight, Nancy A SES OSD OUSD P-R \(USA\)](#)
To: [MBX OMB futureofwork](#)
Cc: [Goldrich, Zev N SES OSD OUSD P-R \(USA\)](#); [Thompson, Valerie W CIV OSD OUSD P-R \(USA\)](#); [Ray, Deborah L CIV DODHRA DCPAS \(USA\)](#); [Han, Sang Moon CIV OSD \(USA\)](#); [Speight, Nancy A SES OSD OUSD P-R \(USA\)](#)
Subject: IMPLEMENTATION DATA CALL OUTLINING ALL REMAINING STEPS THAT THE AGENCY WILL TAKE TO REACH INTENDED WORK ENVIRONMENT POSTURES
Date: Monday, January 29, 2024 9:46:32 AM
Attachments: [DOD Telework Data Call_01022024_Validated.xlsx](#)

Good morning,

Upon OMB's release of M-23-15 last spring, DoD focused on finalizing actions that were already underway to codify/update policy on telework and remote work (DoDI 1035.01), which was released earlier this month.

The update did not "change" policy, but formally recognized remote work in policy. There is no established implementation timeline since the policy did not establish new workforce behavior requirements from the Components, and Components have been able to implement without disruption.

Regarding in-person presence, during the pandemic DoD did not see a drastic long-term absence of in-person presence in its buildings (as compared to many of our fellow federal agencies, who actually shuttered their offices in DC).

DoD's most recent in-person numbers show the following (which reflects % of total civilian payroll hours of work conducted "in person"):

- Air Force/Space Force: 85% in person nationally; 77% in person within the NCR
- Army: 82% in person nationally; 72% in person within the NCR
- Navy/Marines: 81% in person nationally; 71% in person within the NCR
- 4th Estate: 73% in person nationally; 77% in person within the NCR

Attached is a copy of DoD's most recent validated telework data submission to OPM. As you are aware, these are being provided every two weeks in support of OMB Memo M-23-15 (re Organizational Health and Organizational Performance) and shows consistent in-person numbers since the start of this reporting requirement.

Please let us know if you require any additional information in response to this requirement.

V/r,
Nancy

Nancy Anderson Speight
Deputy Assistant Secretary of Defense
Office of the Deputy Assistant Secretary of Defense
Civilian Personnel Policy

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**Department of Defense
Telework Policy(s)**



P

DOD INSTRUCTION 5.

TELEWORK AND REMOTE WORK

Originating Component: Office of the Under Secretary of Defense for Personnel and Readiness

Effective: **P** January 8, 2024

Releasability: **C P** Cleared for public release. Available on the Directives Division Website at <https://www.esd.whs.mil/DD/>.

Reissues and Cancels: DoD Instruction 5. , “Telework Policy,” April 4, 2022

Approved by: **P** Ashish S. Vazirani, Acting Under Secretary of Defense for Personnel and Readiness

Purpose: In accordance with the authority in DoD Directives 524.2 and 4.25, this issuance:

- Establishes policy, assigns responsibilities, and prescribes procedures for implementing DoD telework and remote work programs.
- Implements the provisions of: **P**
 - Sections 65 through 65.6 of Title 5, United States Code (5 U.S.C.).
 - Sections 201 and 206 of Title 7, U.S.C.
 - Section 59 of Public Law 106-46.

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SECTION 1: GENERAL ISSUANCE INFORMATION

1.1. APPLICABILITY.

This issuance applies to:

a. OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD (referred to collectively in this issuance as the “DoD Components”).

b. Employees and Service members as indicated in this issuance and at the discretion of the OSD and DoD Component heads. L

1.2. POLICY.

a. Telework and remote work:

(1) Are not interchangeable terms.

(2) Promote workforce efficiency, emergency preparedness, maximum mission readiness, and quality of life when implemented throughout the DoD.

(3) Should occur to the broadest extent possible by eligible employees or Service members. L

(4) Are workplace flexibilities, not a right or entitlement.

(5) Allow for continued operations during a crisis or national emergency (e.g., pandemic, severe weather events, natural disaster).

(6) Create employment and return-to-work opportunities for veterans, people with disabilities, spouses of Service members, and employees facing relocation. L

b. Telework and remote work may be used to:

(1) Retain valuable employees with hard-to-replace, mission essential skills.

(2) Promote career continuity for employees who are military spouses and relocating due to assignment of Service member spouses.

(3) Recruit employees with specialized skills for hard-to-fill vacancies.

(4) Reduce costs associated with filling vacancies.

(5) Reduce costs associated with training.

(6) Achieve real property and other business cost reductions.

(7) Increase work-life balance, resulting in increased morale.

(8) Increase employment opportunities for individuals with disabilities, as a routine or situational arrangement pursuant to Sections 791 and 794a of Title 29, U.S.C. (also known as “The Rehabilitation Act of 1973,” as amended).

1.3. INFORMATION COLLECTIONS.

The Department of Defense (DD) Form 2946, “Department of Defense Telework Agreement,” available on the DoD Forms Management Program Website at <https://www.esd.whs.mil/Directives/forms/> referred to in Paragraph 2.7.1., has been assigned Office of Management and Budget (OMB) control number 0704-0611 in accordance with the procedures in Volume 2 of DoD Manual 8910.01. The expiration date of this information collection can be found on the Office of Information and Regulatory Affairs website at <https://www.reginfo.gov/public/do/PRASearch>. L

SECTION 2: RESPONSIBILITIES

2.1. ASSISTANT SECRETARY OF DEFENSE FOR MANPOWER AND RESERVE AFFAIRS (ASD(M&RA)).

Under the authority, direction, and control of the Under Secretary of Defense for Personnel and Readiness, the ASD(M&RA) has overall responsibility for the development of DoD civilian and military personnel policy covered by this issuance.

2.2. DEPUTY ASSISTANT SECRETARY OF DEFENSE FOR CIVILIAN PERSONNEL POLICY.

Under the authority, direction, and control of the Under Secretary of Defense for Personnel and Readiness, through the ASD(M&RA), the Deputy Assistant Secretary of Defense for Civilian Personnel Policy:

- a. Supports the development of civilian personnel policy covered by this issuance and monitors its execution by DoD Components, ensuring consistent implementation and application throughout the DoD. L
- b. Designates the DoD Telework Managing Officer who:
 - (1) Develops and implements telework and remote work policies.
 - (2) Serves as an advisor for DoD leadership and the Chief Human Capital Officer.
 - (3) Provides advice and guidance and serves as a resource to Component representatives, managers, and employees.
 - (4) Serves as the primary point of contact for the Office of Personnel Management (OPM) on telework and remote work matters.
 - (5) Monitors and evaluates DoD's telework and remote work programs for compliance with this issuance and Section 6505 of Title 5, U.S.C.
 - (6) Develops telework and remote work training and marketing materials as necessary.
- c. Consults with the DoD Chief Information Officer (CIO) on telework information technology requirements.
- d. Consults with the Under Secretary of Defense for Intelligence and Security (USD(I&S)) L on telework and remote work security policies and procedures.

2.3. DEPUTY ASSISTANT SECRETARY OF DEFENSE FOR MILITARY PERSONNEL POLICY.

Under the authority, direction, and control of the Under Secretary of Defense for Personnel and Readiness, through the ASD(M&RA), the Deputy Assistant Secretary of Defense for Military Personnel Policy supports the development of military personnel policy covered by this issuance and monitors its execution by DoD Components, ensuring consistent implementation and application throughout DoD.

2.4. DIRECTOR, DEPARTMENT OF DEFENSE HUMAN RESOURCES ACTIVITY.

Under the authority, direction, and control of the Under Secretary of Defense for Personnel and Readiness, and in addition to the responsibilities in Paragraph 2.7., the Director, Department of Defense Human Resources Activity:

- a. Supports the Deputy Assistant Secretary of Defense for Civilian Personnel Policy and the Deputy Assistant Secretary of Defense for Military Personnel Policy, as appropriate, in the execution of the duties and responsibilities in this issuance.
- b. Prepares consolidated reports on DoD-wide employee telework and remote work participation rates as well as eligibility for telework and remote work status reports.
- c. Coordinates with the DoD Telework Managing Officer to:
 - (1) Assess the progress made toward telework and remote work participation goals during the reporting period.
 - (2) Assess other DoD goals relating to telework and remote work (e.g., the impact of telework and remote work on emergency preparedness, recruitment, and retention).
- d. Submits the consolidated telework data call report to OPM for the annual Status of Telework in the Federal Government Report to Congress.

2.5. USD(I&S).

In addition to the responsibilities in Paragraph 2.7., the USD(I&S):

- a. Develops policies and procedures related to operations security, information security, insider threat, and foreign intelligence risks in the telework and remote work environment.
- b. Develops policies and procedures related to the issuance, control, and use of classified telework devices. L

2.6. DOD CIO.

In addition to the responsibilities in Paragraph 2.7., the DoD CIO: L

- a. Develops strategies and provides guidance for enterprise information technology capabilities and data security required to support telework and remote work.
- b. Oversees the evaluation and approval of new and emerging technologies that facilitate telework and remote work for DoD-wide use, as appropriate.
- c. Establishes criteria and guidelines for using and protecting government furnished equipment (GFE) and non-GFE, including personally owned equipment, that access DoD information systems and networks to perform telework and remote work.

2.7. OSD AND DOD COMPONENT HEADS.

The OSD and DoD Component heads:

- a. Develop, implement, monitor, operate, and assess telework and remote work programs in accordance with the law; this issuance; the policies, procedures, and guidance issued by the DoD CIO and USD(I&S); Component-specific guidance; and other applicable DoD policies.
- b. Delegate authority for telework and remote work implementation to subordinate authorities as appropriate.
- c. Designate a Component telework coordinator or manager to:
 - (1) Maintain the Component telework and remote work programs for compliance with this issuance in accordance with Sections 6501 through 6506 of Title 5, U.S.C., as applicable. L
 - (2) Serve as an advisor for Component leadership.
 - (3) Serve as a resource for supervisors and employees or Service members.
- d. Actively promote telework and remote work within their respective Components and identify and eliminate barriers to program execution through education and training.
- e. Identify telework and remote work eligible civilian positions, as mission allows. Document the telework and remote work eligibility in the position record in the Defense Civilian Personnel Data System or equivalent human resources system.
- f. Make telework and remote work civilian employee position determinations when establishing new positions or filling vacant positions that were not previously designated for telework and remote work eligibility.
- g. Ensure employees and Service members are notified of their eligibility for telework and remote work.
- h. Establish annual Component telework and remote work participation goals, track employee or Service member participation, and monitor goal progress.
- i. Define the local commuting area, as it will impact eligible reimbursable expenses.

j. Provide civilian employee eligibility and participation data to the Defense Civilian Personnel Advisory Service for submission to OPM for the annual Status of Telework in the Federal Government Report to Congress, which is available at <https://telework.gov/reports-studies/reports-to-congress/annual-reports>. L

k. Require training on telework procedures for telework and remote work eligible employees and Service members prior to beginning telework. L

l. Require all telework participants to complete DD Form 2946.

m. Require all authorized remote work employees or Service members to sign a remote work agreement.

n. Monitor domestic employee teleworking overseas (DETO) arrangement requests and provide data to the Defense Civilian Personnel Advisory Service.

o. Coordinate with the human resources office to ensure compliance and fulfillment of collective bargaining obligations, as appropriate. L

SECTION 3: TELEWORK

3.1. PROGRAM SCOPE.

Telework is an alternative workplace arrangement under which an employee or Service member performs the duties and responsibilities of the assigned position and other authorized activities from an approved alternative worksite but is required to report to the agency's worksite on a regular and recurring basis.

a. Types.

(1) Routine.

Telework is performed from an alternative worksite on regularly scheduled telework day(s) as specified in a written telework agreement between the employee or Service member and the supervisor.

(2) Situational.

Situational telework is authorized on a case-by-case basis as the need arises, such as to prepare for continuity of operations (COOP), perform special projects, complete complex tasks, conduct web-based training, allow for recovery from illness or an injury, tend to personal situations, or when opting for unscheduled telework when OPM announces the Federal Government operating status, in the area of the employee's regular worksite as, "Open with an Option for Unscheduled Leave or Unscheduled Telework." Situational telework may also be authorized for routine teleworkers in such circumstances on regularly scheduled in-office days.

b. Official Worksite.

(1) The official worksite for teleworkers remains the agency's worksite as long as they are regularly scheduled to report to the agency's worksite at least twice each bi-weekly pay period.

(2) In the case of mobile work in which an employee's or Service member's work involves recurring travel to various worksites (e.g., site audits, site inspections, investigations), the employee or Service member does not have to report to the agency's worksite twice each pay period as long as the regularly performed work is within the same locality pay area as the agency's worksite.

3.2. ELIGIBILITY.

a. Position Suitability.

(1) Telework position eligibility criteria will be applied impartially and consistently without consideration of prohibited factors such as race, color, religion, sex, national origin, age, disability, or genetic information. Job functions alone, not managerial preference, determine telework position eligibility.

(2) Generally, positions which require the employee or Service member to handle, discuss, or process classified material will be identified as ineligible for routine telework. Such positions may be eligible for routine telework only in the following circumstances.

(a) Telework will be performed at an alternative worksite, located in the United States, that is a facility accredited by DoD for the handling, discussion, and processing of the classified material necessary to perform official duties. The DoD will not accredit new facilities solely for purposes of telework.

(b) Telework will be performed at an alternative worksite, located in the United States, and all of the following criteria are met.

1. The duties of the position do not require more than occasional handling, discussion, or processing of classified materials.

2. When the duties involve classified materials at the collateral Secret level, a classified telework device is provided as GFE, in accordance with the procedures established by the DoD CIO and the USD(I&S), or the employee or Service member is required to timely report to a facility that has been accredited for the handling, discussion, and processing of the classified material necessary to perform the duties of the position.

3. When the duties involve classified materials at the Top Secret, sensitive compartmented information, or special access program levels, the employee or Service member is required to timely report to a facility that has been accredited for the handling, discussion, and processing of the classified material necessary to perform the duties of the position.

(c) Employee is eligible to participate in a DETO arrangement as described in Section 5.

b. Employee or Service Member Eligibility.

(1) Each DoD Component will determine the eligibility of all employees or Service members to participate in telework. Supervisors will consider employees' or Service members' performance and conduct in making eligibility determinations. Telework will be permitted to the maximum extent possible without diminished individual or organizational performance.

(2) Supervisors must restrict telework pursuant to Section 6502 of Title 5, U.S.C., if the employee or Service member has been officially disciplined for the following disqualifying misconduct: K

(a) Being absent without permission for more than 5 days in any calendar year.

(b) Viewing, downloading, or exchanging pornographic material on a government computer or while performing Federal Government duties.

(3) Foreign national employee or Service member eligibility will be jointly determined by the relevant overseas Service Component commander or supervisor in accordance with the joint committee process applicable to the country concerned, and consistent with applicable host nation laws and regulations, as well as international agreements and implementing arrangements.

(4) Telework is a discretionary workplace flexibility. The decision to telework is voluntary, except for employees who are in positions designated as mission essential. Employees designated as mission essential may be required to telework from an alternative worksite such as their home or a telework center during an emergency.

3.3. TELEWORK AGREEMENTS.

Section 6502(b)(2) of Title 5, U.S.C., mandates an approved written agreement be in place for K any employee to participate in telework. Therefore, every telework participant must complete a DD Form 2946, regardless of whether telework is routine or situational. Service members may also use DD Form 2946 to document their written agreement. If an employee indicates routine telework on the DD Form 2946, that same agreement will further provide for situational telework as requested and approved.

a. The DD Form 2946 will include Component-specific guidance and instructions regarding authorization of use of classified and controlled unclassified information (CUI) data at the telework location. If authorized, the proper encryption, storage, safeguarding, and return of such information and data will be consistent with Paragraph 3.8.

b. Telework agreements will be reviewed by employees and Service members at least every 2 years and submitted to their supervisors for approval.

c. Employees or Service members designated as mission essential must complete a DD Form 2946 if telework is required in the case of a COOP event, office closure, inclement weather, or national emergency.

d. Components will ensure a new DD Form 2946 is completed by employees and Service members if any information on the form changes (e.g., change in supervisor, telework days, or alternative worksite location).

3.4. TEMPORARY SITUATIONS.

In certain temporary situations, such as an office closure or severe weather emergency, a Component may waive the requirement to report to the regular worksite twice a bi-weekly pay period. In such situations, even though the employee works from an alternative worksite, the regular worksite remains the employee's official worksite because the Component expects the employee to return to the regular worksite after the temporary event. Examples of appropriate temporary telework situations include:

a. An extended office closure or other operating status announcement, national or local emergency, a public health crisis, the activation of a COOP, an issued order of evacuation, or any similar scenario when an employee may be unable to commute to or otherwise be unable to return to the regular worksite. K

b. Recovery from an injury or medical condition or other extended period of approved absence from work during which the employee will not be able to report to the regular worksite at least twice a bi-weekly pay period.

c. A period during which the employee is in temporary duty travel status away from the regular worksite.

d. A period during which an employee accepts a detail to work at a location other than the alternative worksite on the telework agreement.

e. A period during which OPM announces the Federal Government operating status, in the area of the employee's regular worksite as, "Open with an Option for Unscheduled Leave or Unscheduled Telework."

3.5. EMERGENCY EVENTS.

a. Some situations may require an employee to work from home whether or not they are bound by a telework agreement or identified as eligible to telework. These situations are not true telework arrangements. Examples of emergencies that may prompt telework include but are not limited to:

(1) Any period during which employees are evacuated under Subpart D of Part 550 of Title 5, Code of Federal Regulations, including a pandemic health crisis as described in Section 550.409(a) of Title 5, Code of Federal Regulations, or other public emergency, if an evacuation order has been issued.

(2) When OPM, the Secretary of Defense, or their respective designee announces government offices are open with the option for unscheduled telework when weather conditions or other circumstances disrupt commuting and/or compromise employee or Service member safety in reporting to the worksite.

b. If the teleworker is unable to communicate with their supervisor to request excusal from duty and cannot maintain their telework status, they must follow the Component's emergency guidance, orders, and procedures contained in the COOP and other applicable emergency management plans.

3.6. DEPENDENT CARE. K

a. While performing official duties, teleworkers are expected to arrange for dependent care just as they would if they were working at an agency worksite; however, telework may be used as part of a more flexible work arrangement. Employees may perform telework with a child or other person requiring care or supervision present at the alternative worksite, provided the employee is not engaging in dependent care activities while performing official duties.

b. Permissible telework arrangements may include authorizing an employee to telework while another individual provides dependent care, to take intermittent paid or unpaid leave to fulfill dependent care responsibilities during the workday, and to work a flexible schedule that permits an employee to complete a full workday while completing dependent care responsibilities.

c. Telework arrangements must comply with all workplace policies, including those applicable to tours of duty, flexible work schedules, time and attendance, and performance and conduct.

3.7. TRAINING.

Supervisors, employees, and Service members authorized to telework will complete telework training before signing the DD Form 2946.

a. At a minimum, employees must complete telework training every 2 years. Comprehensive OPM telework training courses for employees and Service members are available at the OPM telework website.

b. Supervisors must complete supervisory telework training every 2 years. Telework K training for managers will satisfy employee training requirements.

c. Employees, Service members, supervisors, and leaders may participate in telework training on duty time.

3.8. SECURITY CONSIDERATIONS.

Employees or Service members must comply with criteria and guidelines established by the DoD CIO and their respective Component for using both GFE and non-GFE and for access to DoD information systems and networks while working from an approved alternative worksite. Employees and Service members are responsible for safeguarding all DoD information, protecting GFE and U.S. Government (USG) property, and performing assigned duties while working from an alternative worksite, in support of Component mission requirements. Government-furnished computer equipment, software, and communications, with appropriate security measures, are required for any alternative worksite arrangement that involves CUI data.

a. Employees and Service members participating in alternative worksite arrangements will not take classified hardcopy documents to their approved alternative worksite, unless authorized in accordance with the volumes of DoD Manual 5200.01 and documented in their applicable agreement. Employees who have been issued an authorized classified telework device will only use it to process electronic classified documents, or hold classified conversations, in accordance with the policy and procedures issued by the USD(I&S). If classified telework is authorized at an approved security location, teleworkers or remote workers will comply with the procedures established by the DoD Component regarding such work, including the use of proper encryption, storage, safeguarding, and return of such information and data contained in Paragraph 3.8.

b. Employees and Service members must protect CUI as defined in DoD Instruction (DoDI) 5200.01 including Privacy Act data consistent with the guidance set forth in Section 552a of Title 5, U.S.C., also known as the Privacy Act of 1974, and classified data, and in compliance with all criteria and guidelines for information, electronic, and all other applicable security disciplines consistent with DoD Manual 5400.07 and DoD Component policy.

(1) DoD policy strictly prohibits personally identifiable information (PII) transmission over personal e-mail. PII must be transmitted securely between government email accounts using digital signatures and encryption.

(2) Employees performing work from an alternative worksite who access PII may only do so on encrypted GFE requiring two-factor authentication for access, in accordance with OMB Memorandum 19-17.

(3) Extraction of PII from DoD systems onto non-GFE used for teleworking is prohibited unless approved by a manager and logged and erased in accordance with the requirements of OMB Memorandum M-17-15.

c. Employees and Service members must select designated workspaces that will ensure that their work-related conversations cannot be overheard or observed by smart home devices (e.g., voice assistants, voice-activated appliances). Smart home devices may need to be removed or unplugged from the workspace to prevent any incident.

d. Employees and Service members who are approved to work from home must protect non-public DoD information discussed in voice, or via video conversations, and information shown on computer screen displays from other individuals present in the residence (e.g., spouses, children, roommates). This can be done by prohibiting the issuance of classified telework devices to employees and Service members with foreign national cohabitants; requiring automatic, timer-based screen locks; orienting computer displays away from the views of others; removing common access card or Secret Internet Protocol Router tokens from computers when stepping away; and taking voice and video calls in isolated spaces.

e. Employees and Service members who are approved to work from home must comply with criteria and guidelines established by their respective Component for keeping USG property and information safe and secure. Restrictions may apply to employees or Service members located outside the continental United States as determined by DoD Component criteria and guidelines.

3.9. EQUIPMENT AND OFFICE SUPPLIES.

Teleworkers must comply with equipment usage requirements set forth in DD Form 2946. The General Services Administration offers guidelines for equipment and support that Components may provide to teleworkers on page 13845 of Volume 71, Federal Register.

a. General.

(1) DoD Components should provide the necessary equipment and office supplies to employees and Service members who telework on a regular and recurring basis.

(2) Equipment and supplies may be furnished by Components to employees and Service members who telework on a situational basis when practicable.

(3) DoD Components will not provide internet access for teleworking employees, except in rare instances when such access is required for national defense purposes.

b. GFE.

The local Component commander or supervisor will determine the appropriateness of furnishing and installing GFE and software. The Component's designated information technology or facilities provider will be responsible for the service and maintenance of GFE. Examples of GFE that a Component may furnish include:

- (1) Computer equipment such as a desktop, laptop, or mobile devices, and peripheral K equipment such as printers and external storage devices.
- (2) Office furnishings such as desks and chairs.
- (3) Facsimile machines.
- (4) Videoconference equipment.
- (5) Any other equipment the agency deems necessary by individuals performing telework.

c. Services.

Components may pay for services in connection to GFE including subscription fees or service charges required for the GFE to perform its intended purpose. Operating costs associated with the worker using their personal residence as the alternative worksite including home maintenance, insurance, or utilities (e.g., heat, electricity) will not be assumed by the DoD.

d. Software.

DoD remote access software may be installed onto government-furnished and personally owned computers to enable access to unclassified DoD systems and networks consistent with criteria and guidelines established by the DoD CIO and the employee or Service member's respective DoD Component requirements.

e. Authorized Uses.

Employees and Service members must use GFE for official and authorized purposes only. Family members and friends of employees or Service members are not authorized to use GFE or materials. GFE must be returned to the DoD Component at the conclusion of telework arrangements or at the Component's request.

f. Personally Owned Devices.

(1) Use of personally owned peripherals (e.g., monitors, keyboards, and mice) with GFE must comply with the criteria and guidelines for using personal equipment established by the DoD CIO and the employee's or Service member's respective DoD Component requirements.

(2) Teleworkers are responsible for the installation, repair, and maintenance of all personally owned equipment and other incremental costs associated with the residential alternative worksite.

g. Infrastructure. K

DoD Components may use appropriated funds to install infrastructure to support telework in a private residence consistent with the guidance set forth in Section 1348 of Title 31, U.S.C. This may include: K

- (1) Telephone lines.
- (2) Cell phones.
- (3) Monthly expenses related to GFE in Paragraph 3.9.b.

h. Liability.

The DoD is not liable for damages to the employee's or Service member's personal or real property while the employee or Service member is working at home. Exceptions exist pursuant to: K

- (1) Sections 2671-2680 of Title 28, U.S.C., also known as "The Federal Tort Claims Act".
- (2) Section 3721 of Title 31, U.S.C., also known as "The Military Personnel and Civilian Employees Claims Act."

3.10. TELEWORK CENTERS.

- a. DoD Components are authorized, consistent with Section 587 of Title 40, U.S.C., to fund costs associated with renting space, including equipment and utilities, at telework centers as practicable.
- b. Components may provide employees or Service members with a cell phone or calling card to cover long distance telephone charges while working at a telework center.
- c. Security requirements prescribed in this issuance apply to all employees or Service members who telework, including those who telework from telework centers.

3.11. WORK SCHEDULES AND COMPENSATION.

- a. Employees or Service members who telework must be at an approved alternative worksite, as listed on their DD Form 2946, (or, in the case of mobile work, at their assigned location) or in an approved leave status during their scheduled tour of duty unless properly authorized by their supervisor to be at a different alternative worksite on a temporary basis.
- b. Employees who telework may also participate in alternative work schedules in accordance with DoD and Component policy, subject to supervisor's approval. In many cases, alternative work schedules can enhance the effectiveness of telework.

c. Premium pay provisions (e.g., overtime and compensatory time) that apply to work at the regular worksite also apply to Government employees who telework.

3.12. TIME AND ATTENDANCE.

Employees must account for time spent in a telework status in the same manner as if the employee reported for work at the regular worksite.

a. Supervisors will establish appropriate procedures for documenting hours of regular work, telework, and hours of leave as otherwise consistent with their Component-specific policies. DoD Components will document telework hours in their official time and attendance system.

b. Employees must record dates and times spent in a telework status so that Components can track telework usage. Supervisors must ensure that employees distinguish telework hours between routine versus situational.

c. Supervisors approve leave for teleworkers consistent with applicable law, rule, regulation, and DoD policy.

d. Weather and safety leave will not be provided to a telework eligible employee who is not prevented from working safely at an appropriate alternative worksite during severe weather or other emergency situation.

3.13. TELEWORK AND TRAVEL.

Teleworkers are eligible for travel reimbursement consistent with the Joint Travel Regulations (JTR) and Component-specific policy.

3.14. PERFORMANCE MANAGEMENT.

a. Employees who telework will be treated the same as those not teleworking for the purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, retaining and removal, and other acts requiring management discretion.

b. The performance standards for duties of teleworking employees and Service members will be the same as the performance standards for similar duties of on-site employees and Service members who perform the same job.

c. As with any supervisory relationship, work assignments performed or training K accomplished while on telework will be discussed, understood, and acknowledged.

d. Supervisors will communicate expectations of telework arrangements, including work assignments, office coverage, and the method of communication to teleworking and non-teleworking employees and Service members in the workgroup.

e. Supervisors will put procedures in place to maintain communication across all members of a workgroup.

f. Supervisors are responsible for the effective functioning of the workgroup. However, employees and Service members are responsible for their availability and information sharing with the workgroup. Supervisors, employees, and Service members are mutually responsible for ensuring the success of the telework arrangement.

g. Supervisors of bargaining unit employees will review the Component's collective bargaining agreement(s) to ensure that telework is conducted consistently with the agreement.

h. When a supervisor observes an employee's or Service member's performance falling below fully successful performance, the supervisor may consider pursuing a performance improvement plan prior to modifying, suspending, or terminating a telework agreement.

3.15. TERMINATION OF TELEWORK.

Either a supervisor or teleworker may terminate a telework agreement. A supervisor may consider the following when deciding to terminate a telework agreement: it no longer meets mission requirements or the needs of the workgroup, the agreement has negatively impacted individual or agency performance, misconduct, issuance of an official disciplinary action, non-compliance with the terms of the telework agreement, or for other business-based reasons to meet mission requirements.

a. When terminating an employee's or Service member's telework agreement, the supervisor will provide written justification on DD Form 2946 and will include information about when the requestor may reapply or actions the requestor may take for a subsequent telework request to be approved.

(1) When practicable, the supervisor will provide a written notice, at least 2 weeks before expecting a teleworking employee or Service member to stop participating in routine telework and return to the official worksite.

(2) In the case of performance matters, supervisors will document and demonstrate that the individual's teleworking directly and negatively impacts individual performance or the performance of the workgroup and remediation can be best accomplished by terminating the telework agreement.

(3) Supervisors may immediately terminate a telework agreement without notice when an employee or Service member becomes ineligible to telework consistent with Paragraphs 3.2.b.(1) and (2).

b. Employees may grieve termination of telework agreements through Component administrative grievance procedures where such procedures are available. Bargaining unit employees may file a grievance through negotiated grievance procedures, when otherwise not excluded. Service members may request reconsideration through their appropriate chain of command consistent with Component-specific policy.

3.16. ROLES AND REQUIREMENTS. K

a. Supervisor or Commander.

- (1) Determines employee or Service member eligibility for routine or situational telework in accordance with Paragraph 3.2., Component guidance, and collective bargaining agreements, as applicable.
- (2) Approves, denies, or reassesses requests for telework based upon mission requirements, misconduct, official disciplinary actions within the last 2 years, and the needs of the workgroup, or other business-based reasons and as otherwise consistent with Paragraph 3.15.
- (3) Notifies employees or Service members of their eligibility to participate in a telework program.
- (4) Indicates position and employee eligibility in the appropriate official system of record.
- (5) Ensures employees or Service members complete and maintain telework training every 2 years, and complete, sign, and maintain a DD Form 2946.
- (6) Participates in supervisor telework training before approving employees' or Service members' telework agreements. Implements the telework program consistent with the requirements of this issuance and Component guidance.
- (7) Ensures teleworkers and onsite staff are treated equitably.
- (8) Maintains adequate worksite coverage during business hours so that mission operations continue efficiently and effectively.
- (9) Holds teleworkers accountable for safeguarding and ensuring appropriate use of GFE.

b. Employees.

- (1) Participate in telework training before entering into a written telework agreement in accordance with the requirements in Paragraph 3.7.a. K
- (2) Complete DD Form 2946 detailing the location(s) of the alternative worksite comparable to the requirements of Paragraph 3.3. and Component guidance.
- (3) Protect all CUI, as defined in DoDI 5200.48 and including Privacy Act data, and classified information (where applicable and authorized at a secure alternative location). Comply with all criteria and guidelines for information and electronic security consistent with Paragraphs 3.8. and Component guidance.
- (4) Safeguard and ensure appropriate use of GFE consistent with Paragraph 3.9.b. and Component guidance.

(5) Work at the official worksite on approved scheduled telework days if directed by management.

(6) Contact supervisor and obtain approval when:

(a) Government offices close to the public. Teleworkers who are unable to telework due to a personal situation or other circumstances will request the appropriate category of leave or request to be excused from duty.

(b) The regular worksite office is open and circumstances prevent the employee from teleworking. The employee must report to the regular worksite or request leave.

(c) Requesting situational telework or appropriate leave to accommodate unanticipated personal circumstances.

(d) Component leadership provides the option of unscheduled leave or unscheduled telework.

(7) Maintain a required performance level of at least fully successful or equivalent.

(8) Code and report approved telework time in the Component's time and attendance system.

(9) Report any work-related accident or injury occurring at the alternative worksite and provide the supervisor with medical documentation related to the accident or injury.

(10) Adhere to Component's mandatory training or drug testing requirements.

c. Service Members.

Service member responsibilities are at the discretion of the OSD and DoD Component heads, unless otherwise indicated in this issuance.

3.17. WORKERS' COMPENSATION.

a. Chapter 81 of Title 5, U.S.C., also known and referred to in this issuance as "The Federal Employees' Compensation Act (FECA)" covers employees when injured or suffering from work-related illnesses while conducting official government business at the approved alternative worksite. Employees should notify their supervisor if injured while teleworking and provide their supervisor with medical documentation related to the injury in a manner consistent with law, regulation, and policy. Employees may pursue claims in accordance with Volume 810 of DoDI 1400.25.

b. Chapter 18 of Title 33, U.S.C., also known and referred to in this issuance as "The Longshore and Harbor Workers' Compensation Act" covers nonappropriated fund (NAF) employees. Employees should notify their supervisor if injured while teleworking and provide their supervisor with medical documentation related to the injury consistent with law, regulation,

and policy. NAF employees may pursue claims in accordance with Volume 1408 of DoDI 1400.25. K

SECTION 4: REMOTE WORK

4.1. PROGRAM SCOPE.

Remote work is an alternative work arrangement that involves an employee or Service member performing their official duties at an approved alternative worksite away from an agency worksite, without regularly returning to the agency worksite during each pay period. K

a. Conditions.

- (1) Employee or Service member requests remote work;
- (2) The employee position is identified as remote work eligible at the time of recruitment; or
- (3) A position previously designated as ineligible for remote work is re-evaluated and determined to be eligible for remote work.

b. Verification Requirements.

Remote workers must have a designated workspace that is safe and conducive for the performance of their duties at the approved alternative worksite. Verification will be accomplished using a remote work agreement which requires pre-approval of any changes in the remote work location and completion of a safety checklist, and through ongoing oversight of K remote work arrangements.

c. Operational Requirements.

Components must develop and foster a culture that supports remote work while successfully achieving mission and meeting operational requirements through transparency, open communication, trust, and the use of technology.

- (1) Prior to approving remote work, Components will consider:
 - (a) Potential impact to administrative and operational functions including delivery of quality customer service and subsequent perceptions of inequitable treatment between on-site and remote working employees.
 - (b) Potential personnel and organization cost implications:
 1. Changes in locality pay.
 2. Cost of travel.
 3. Future agency directed changes in regular worksite (including potential permanent change of station costs).

4. Transit subsidies.

(c) Potential social impact to employees or Service members who may experience difficulties in a remote situation due to reduced social interaction.

(2) Supervisors will consider:

(a) Equity of work assignments.

(b) Sufficient office coverage as applicable.

(c) Performance management through focusing on goals and outcomes.

(d) Frequent communication regarding tasks and projects. K

(e) Expenses associated with shipping materials to remote workers.

(f) Logistics of handling GFE during issuance and repairs.

(g) Availability of resources located at a nearby installation or other official worksites that can provide support and ensure accountability of remote workers.

4.2. ELIGIBILITY.

a. A remote work arrangement may not be approved unless it meets all of the telework eligibility criteria described in Paragraph 3.2., to include criteria applicable to positions involving classified material.

b. Positions that are eligible for telework may not be suitable for remote work. After initially determining whether the position and employee are eligible for telework, DoD Components will consider the following factors before determining remote work eligibility:

(1) Number of remote work arrangements the work unit can accommodate.

(2) Need for in-person interaction or shared experiences.

(3) Availability of resources, to include those listed below, to ensure the remote worker will be provided the same opportunity for assignments and consistency of workload as peers at the official worksite.

(a) Standards and guidelines which promote fair and equitable application of remote work duties. K

(b) Tools to manage workload and facilitate collaboration with coworkers.

(c) Activities to engage remote workers with on-site coworkers.

(d) Communication channels for announcements or changes in policies. K

Figure 1. Sample Remote Work Agreement, Continued

<p>Pay Entitlements</p> <p>All pay entitlements (including locality-based pay) and other government benefits are based on the new official remote worksite identified above.</p>
<p>Request for Change of Remote Worksite</p> <p>Employee requests to change remote worksite location, including any associated costs, temporary arrangements, and other relevant information.</p> <p>Requester: _____ Date: _____</p> <p>Approved by: _____ Date: _____</p> <p>For: _____</p>
<p>Employee Signature</p> <p>_____</p> <p>Date</p> <p>_____</p>
<p>Supervisor Information</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other</p> <p>Supervisor Signature: _____</p> <p>_____</p>

- a. DoD Component remote work agreements will include but are not limited to:
- (1) Whether the employee or supervisor initiated the request.
 - (2) Alternative worksite location and locality pay area if it differs from the regular worksite.
 - (3) Hours of work.
 - (4) Sources for obtaining supplies, location of the common access card facility, or other relevant resources and locations that support completion of assigned duties.
 - (5) Whether travel and relocation costs will be paid by the Component.
 - (6) Clearly outline the terms of termination, including any associated costs.
 - (7) Agency specific remote work policy and applicable collective bargaining requirements.
- b. An employee’s request to change the terms of a current remote work arrangement (e.g., move to a new alternative worksite location) must be approved in advance and requires the employee to submit a new remote work agreement to document the new agreement terms. A new remote work agreement must be approved before the employee implements the requested change.

4.4. OFFICIAL WORKSITE. K

The official worksite is the location where the employee regularly performs their duties. The approved alternative worksite that is listed on the remote work agreement will become the official worksite. Remote work arrangements will require a documented change in the official worksite to the approved alternative worksite.

- a. The servicing human resources office will complete a Standard Form (SF) 50, “Notification of Personnel Action” (located at <https://www.gsa.gov/reference/forms>), or the equivalent NAF personnel action, documenting the approved alternative worksite location.
- b. Reassignment of an employee from the regular worksite to the approved alternative worksite may result in a change to the employee’s locality pay and may impact a reduction in force since the approved alternative worksite may be in a different competitive area than the regular worksite.

4.5. WORK SCHEDULES.

- a. Remote workers must establish a work schedule consistent with Component policy, subject to supervisory approval. Supervisors must consider coverage for the appropriate time zone relative to the mission objectives.
- b. Supervisors must ensure remote workers request changes to their work schedule and then communicate those approved changes to peers and customers.
- c. Remote workers are permitted to participate in available flexible work schedules in accordance with DoD and Component policy, subject to supervisory approval.

4.6. TIME AND ATTENDANCE.

- a. Remote workers are responsible for accurately reporting their working hours using their Component’s official time and attendance system.
- b. Remote workers will adhere to their approved work schedule as recorded in the DoD Component’s time and attendance system and their organization’s published guidance on hours of duty, work schedules, and tours of duty, unless otherwise approved by their supervisor.
- c. Remote workers must account for work and non-work hours during tour of duty and take appropriate paid or unpaid leave to account for time spent away from normal work-related duties. The provisions of Paragraph 3.6. regarding dependent care are also applicable to remote workers. K

4.7. TRAVEL/RELOCATION EXPENSES FOR CIVILIAN EMPLOYEES.

- a. All relocation requests, approvals, denials, and associated responsibility for costs must be documented in writing. K

b. An employee-requested relocation to a remote work location is for the employee's own convenience and benefit. Pursuant to Chapter 2 of the JTR, the agency is prohibited from paying relocation expenses to a new remote work location. In accordance with the JTR, if approved to work remotely, 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. Accordingly, the employee is responsible for incurring such expenses when directed to return to the regular worksite due to a decline in performance or for misconduct.

4.8. PERFORMANCE MANAGEMENT.

Supervisors, employees, and Service members will adhere to the guidance contained in Paragraph 3.14.

a. Remote workers will be treated the same as on-site employees for the purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, retaining and removal, and other acts requiring management discretion.

b. If a Component determines that the remote work arrangement is negatively impacting the employee's performance, the Component may wish to pursue a performance improvement plan that can be done remotely at the remote work site versus requiring the remote worker to work onsite.

4.9. SECURITY CONSIDERATIONS.

Regardless of the worksite, it is the responsibility of employees and Service members to keep Government property and DoD information safe, secure, and separated from their personal property and information. Remote workers will adhere to the guidance contained in Paragraph 3.8.

4.10. EQUIPMENT AND OFFICE SUPPLIES.

DoD Components should provide the necessary equipment and office supplies for use with GFE for remote workers based on the nature and type of work performed. Supervisors, employees, and Service members must comply with equipment usage requirements contained in Paragraph 3.9. The General Services Administration offers guidelines for equipment and support that Components may provide to remote workers on Page 13845 of Volume 71, Federal Register.

4.11. ROLES AND REQUIREMENTS. K

a. Supervisor or Commander.

(1) Using the criteria in Paragraph 4.2., assesses whether the duties and responsibilities K of the position can be performed remotely and considers the impact to mission.

(2) Budgets for potential travel costs associated with reasonable travel to and from the employee or Service member's permanent remote worksite and the regular worksite.

(3) Determines employee or Service member eligibility for remote work consistent with the requirements of Paragraph 4.2., Component guidance, and collective bargaining agreements, as applicable.

(4) Notifies employees or Service members of their eligibility for remote work. K

(5) Indicates position and employee eligibility in the appropriate official system of record.

(6) Participates in Component-required remote work training before approval of an employee or Service member's remote work agreement consistent with the requirements of this issuance, Component guidance, or at least once every 2 years.

(7) Establishes clear criteria to evaluate and approve or disapprove remote work agreements to avoid unfair or inequitable practices.

(8) Approves or denies requests for remote work based upon mission requirements, misconduct, for non-compliance with the terms of the remote work agreement, official disciplinary actions within the last 2 years, the needs of the workgroup, or for other business-based reasons.

(9) Drafts, signs, and maintains a remote work agreement comparable to the requirements of Paragraph 3.3.

(10) Returns decisions on requests for remote work, including new requests or modifications to existing agreements, within 30 calendar days of receipt where practicable.

(11) Justifies, in writing, the basis for the denial of remote work requests.

(a) Supervisors must provide written basis for the denial and if appropriate, include information about when the requestor may reapply and actions the requestor may take for a subsequent remote work request to be approved.

(b) Employees may grieve termination of remote work agreements through Component administrative grievance procedures where such procedures are available. Bargaining unit employees may file a grievance through negotiated grievance procedures, when otherwise not excluded. Service members may request reconsideration through their appropriate chain of command as consistent with Component-specific policy.

(12) Holds employees and Service member accountable for safeguarding and ensuring appropriate use of GFE.

(13) Ensures remote workers have the software needed to complete their duties, which may include collaboration software to attend virtual meetings with customers, peers, or management.

(14) Reiterate security requirements for computer systems access with the remote worker in a virtual environment.

b. Employee.

(1) Participates in Component-required telework training before entering into a written remote work agreement consistent with the requirements of this issuance, Component guidance, or at least once every 2 years.

(2) Completes Component's remote work agreement form detailing the location of the alternative worksite comparable to the requirements contained in Paragraph 3.3. and Component guidance. If requesting remote work at home, completes a self-certification safety checklist and makes sure any areas used for remote work comply with safety requirements.

(3) Completes and submits appropriate tax documents in accordance with Federal and State laws.

(4) Reports any work-related accident or injury occurring at the alternative worksite and provides the supervisor with medical documentation related to the accident or injury.

(5) Protects all CUI as defined in DoDI 5200.48 and classified data as defined in DoDI 5200.01, including Privacy Act data, and complies with all criteria and guidelines for information and electronic security contained in Paragraph 3.8. and Component guidance.

(6) Safeguards and ensures appropriate use of GFE contained in Paragraph 3.9. and Component guidance.

(7) Codes and reports approved work hours in the Component time and attendance system.

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

(9) Requests any changes to alternative remote work location 30 calendar days in advance.

(10) Attends required meetings the same as peers located at the official worksite. K

(11) Adheres to mandatory training requirements.

(12) Adheres to mandatory drug testing requirements.

c. Service Member.

Service member responsibilities are at the discretion of the OSD and DoD Component heads, K unless otherwise indicated in this issuance.

4.12. TERMINATION OF REMOTE WORK. K

a. The supervisor or commander may terminate a remote work agreement, if it 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 for other business-based reasons. The employee or Service member may also request to terminate a remote work agreement.

(1) The person who initiates the termination of a remote work agreement must provide notification of cancellation at least 30 calendar days before the effective date. The notice of cancellation will include any relevant justification or reason for the cancellation.

(2) Responsibility for costs associated with reassigning the remote worker from the alternative work site to the regular work site will be consistent with the terms of the remote work agreement, the JTR, and any other applicable law, regulation, or policy. Additional requirements are set forth in Paragraph 4.7.

b. Employees may grieve termination of remote work arrangements through Component administrative grievance procedures where such procedures are available. Bargaining unit employees may file a grievance through negotiated grievance procedures, when otherwise not excluded. Service members may request reconsideration through their appropriate chain of command as consistent with Component-specific policy.

4.13. WORKERS' COMPENSATION.

Remote workers pursuing claims under FECA or the Longshore and Harbor Workers' Compensation Act will follow guidance in Paragraph 3.17.

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SECTION 5: DOMESTIC EMPLOYEES TEMPORARILY WORKING FROM OVERSEAS PURSUANT TO DETO ARRANGEMENTS

5.1. ADDITIONAL REQUIREMENTS FOR DOMESTIC EMPLOYEES.

Pursuant to Section 4802 of Title 22, U.S.C., the Secretary of State has security responsibility for USG personnel whose alternative worksite is a foreign location that is not the location of the employee's regular worksite. Such arrangements require Department of State (DoS) approval pursuant to its DETO program. Generally, the DoS does not approve DETO arrangements involving alternative worksites that are not within 25 miles of a U.S. Embassy or Consulate or a U.S. military installation with permanently assigned forces. Additional security requirements and threat assessments apply.

5.2. COORDINATION OF DETO ARRANGEMENTS.

a. Employees are not authorized to perform the duties of a position whose regular worksite is located in the United States at an alternative worksite in a foreign location without an approved DETO arrangement. In addition to prerequisites otherwise applicable to telework and remote work arrangements, DETO arrangements require coordination with the Component DETO coordinator. A DETO arrangement cannot begin until all required official approvals have been obtained, including all required signatures on the DETO agreement and chief of mission (COM) approval via the National Security Decision Directive (NSDD) 38 or eCountry Clearance process.

b. DoD Components will designate a DETO coordinator to serve as a central point of contact to coordinate DETO arrangements for employees of the DoD Component. Component DETO coordinators may direct inquiries concerning DETO policy and coordination requirements to the DoD DETO coordinator at the Benefits, Wage and NAF Policy Branch of the Defense Civilian Personnel Advisory Service by emailing dodhra.mc-alex.dcpas.mbx.dod-worklife@mail.mil. OSD Component DETO coordinators will coordinate with the DoD DETO coordinator before contacting the DoS.

c. Employees and supervisors may direct inquiries to their Component's telework coordinator, human resources office, or DETO coordinator.

5.3. ELIGIBILITY.

a. Employees may be permitted to temporarily perform work requirements and duties from an approved overseas location pursuant to an approved DETO agreement in the following circumstances.

(1) The employee is eligible to perform telework or remote work from an approved alternative worksite.

(2) The employee is one of the following:

(a) On the orders of a sponsoring USG employee who is or will be assigned (not temporary duty) to a U.S. mission abroad under COM authority or to a U.S. military installation with permanently assigned forces.

(b) Not on the orders of a sponsoring USG employee but the alternative worksite is within 25 miles of a U.S. Embassy or Consulate or a U.S. military installation with permanently assigned forces and the location of the alternative worksite is rated low or medium by the DoS for crime, terrorism, and political violence.

(3) The duties of the position do not require access to, and/or the handling of, classified materials, unless the employing Component has arranged for the employee to obtain appropriately secure access to such materials at an alternative worksite located at a U.S. Embassy or Consulate or at a U.S. military installation with permanently assigned forces.

(4) The employing Component determines it is in the best interests of the Component, and funding is available, to pay for any additional costs (e.g., International Cooperative Administrative Support Services Program) necessary to support the DETO arrangement.

(5) The employee's duties do not involve reporting on or playing any substantive role in policy or administrative issues pertaining to the country from which the employee would work.

b. DETO arrangements are a discretionary workplace flexibility, not an employee entitlement. DoD Components will consider DETO arrangements on a case-by-case basis and establish DETO policies for enforcement and administration.

5.4. LOCALITY PAY.

Effective January 1, 2023, DETO employees are entitled to locality pay in accordance with Section 9717 of Public Law 117-263. The locality payment is equal to the lesser of the amount of Title 5 locality pay the employee would have been paid if the official duty station of the employee had not been changed to an overseas location under the DETO arrangement or the amount of overseas locality pay the employee would be paid if the employee were an eligible member of the Foreign Service, as continued to be authorized under Section 9802(c) of the Fiscal Year 2023 National Defense Authorization Act. Information about how to calculate DETO locality pay is available at <https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/domestic-employees-teleworking-overseas-deto-locality-pay/>. L

5.5. AGREEMENTS.

a. Requirements.

The requirements for DETO agreements are the same as those in Paragraph 3.3. In addition L to the specified DoD requirements, DoS requirements apply. DETO coordinators may obtain templates and information about DoS procedures by emailing the DoD DETO coordinator.

b. Duration. L

DETO agreements will be of limited duration, subject to the following criteria:

- (1) DETO arrangements may not exceed the initial overseas assignment duration of an L employee's USG sponsor.
- (2) A sponsored DETO arrangement may not exceed 5 years.
- (3) An independent DETO arrangement may not exceed 3 years.
- (4) DETO arrangements may not exceed the initial DoS approved DETO ending date, unless all required official approvals for an extension have been obtained, including all required signatures on the DETO agreement and COM approval via the NSDD 38 or eCountry Clearance process.

c. Amendments.

Supervisors may amend the DETO agreement at any time by providing written justification based on the needs of the office and with prior notification to the employee of 60 calendar days. Supervisors must work with the Component DETO coordinator to ensure that all required official approvals for an amendment have been obtained, including all required signatures on the DETO agreement and COM approval via the NSDD 38 or eCountry Clearance process.

d. Termination.

- (1) Either the employee or supervisor may cancel a DETO agreement before its L prescribed termination date. The notice of cancelation will:
 - (a) Provide justification for the cancelation.
 - (b) Be in writing.
 - (c) Be submitted to the Component DETO coordinator and all parties to the DETO agreement at least 30 calendar days before the effective date of cancellation.
- (2) Supervisors may cancel agreements which no longer meet mission requirements or the needs of the workgroup, for misconduct, for non-compliance with the terms of the DETO agreement, or for other business-based reasons. L
- (3) The DoD or Component DETO coordinator will ensure that the DoS is notified of the L termination.

e. Workers' Compensation.

Employees on approved DETO arrangements pursuing claims under FECA or the onshore and Harbor Workers' Compensation Act will follow the guidance contained in Paragraph 3.17. and the requirements for overseas claims. L

GLO ARY

G.1. ACRONYM . S

ACRONYM	MEANING
ASD(M&RA)	Assistant Secretary of Defense for Manpower and Reserve Affairs
CIO	chief information officer
COM	chief of mission
COOP S	continuity of operations
CUI	controlled unclassified information
DD	Department of Defense (form)
DETO	domestic employee teleworking overseas
DoDI	DoD instruction
DoS	Department of State
FECA	Federal Employees' Compensation Act
GFE	government furnished equipment
JTR	Joint Travel Regulations
NAF	nonappropriated fund
NSDD	National Security Decision Directive
OMB	Office of Management and Budget
OPM	Office of Personnel Management
PII S	personally identifiable information
SF	standard form
	S
U.S.C.	United States Code
USD(I&S) S	Under Secretary of Defense for Intelligence and Security
USG	U.S. Government S

G.2. DEFINITIONS.

These terms and their definitions are for the purpose of this issuance.

TERM	DEFINITION
alternative work schedule	An umbrella term that refers to compressed work schedules and flexible work schedules.
alternative worksite	A management-approved telework or remote work site.
alternative worksite arrangement	An approved alternative worksite that is listed in a telework or remote work agreement.
COOP D	An effort to ensure that the capability exists to continue component-essential functions across a wide range of natural disasters or local or national declared emergencies.
CUI D	A categorical designation that refers to sensitive information that isn't classified, but still needs some level of protection and safeguarding. The designation CUI replaces the term "sensitive but unclassified."
day D	Associated with an employee's tour of duty that is established by their agency in accordance with Sections 6101(a)(3), 6122, and 6127 of Title 5, U.S.C.
dependent care D	Services that provide support and nurturing of persons who cannot meet their own needs, such as children or functionally impaired adults. D
ETO	A USG employee assigned to a domestic position with an alternative work arrangement permitting work to be performed at an approved worksite in an overseas location for a limited period of time. D
eligibility D	Characteristics of a job position and an employee or a Service member that identify suitability for teleworking or remote working as determined by the supervisor or other appropriate management official in an employee's or a Service member's chain of command. D
employee D	A DoD government employee, including foreign national employees, paid from appropriated or NAF funds.

TER M	DEFINITION M
independent DETO	An USG employee, not on the orders of a USG sponsoring Service member or employee, assigned to a domestic position with an alternative work arrangement permitting work to be performed in an overseas location for a limited period of time.
mission essential M	Job position functions that enable the Federal Government to continue to provide the necessary, vital services during time of need.
mission-essential duties	Job position functions that are identified as critical to performance of the mission.
mobile work M	Work which is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite.
official worksite M	The official Federal agency location for most employees and Service members, including teleworkers. For remote workers, the official worksite is the alternative worksite to which the supervisor and the employee or Service member have agreed. The official worksite is generally the location of an employee's duty location as documented on an employee's SF 50 or equivalent.
official disciplinary action M	A disciplinary action that results in the placement of a document in an employee's official personnel file.
regular worksite M	Location where an employee or Service member would work absent a telework or remote agreement. Also called the agency worksite.
remote work M	An alternative work arrangement in which an employee or Service member works from an approved alternative worksite within or outside the locality pay area of an agency worksite and is not expected to return to an agency worksite on a regular basis during each pay period.
remote work agreement M	A written agreement between the supervisor and employee or Service member that outlines duties, obligations, M responsibilities, and conditions of the remote work arrangement.

TER M	DEFINITION
remote worksite M	Alternative worksite location where an employee performs assigned official duties in a remote work arrangement. This is also the remote worker's official worksite and must be reflected on the employee's SF 50 or equivalent NAF personnel action.
routine telework M	A telework arrangement with an approved, ongoing schedule during which an employee or Service member reports to the official worksite at least 2 days a bi-weekly pay period.
situational telework	An approved telework arrangement that is not a part of an ongoing schedule and occurs occasionally. It is also referred to as episodic, intermittent, unscheduled, or ad hoc telework. Telework is also considered situational even though it may occur continuously for a specific period. M
sponsored DETO	A USG employee on the orders of a USG sponsoring Service member or employee assigned to a domestic position with an alternative work arrangement permitting work to be performed in an overseas location for a limited period of time.
supervisor M	Government management official, commander, or Service member who has direct responsibility for directing and managing employee or Service member work and for approving and denying employee or Service member telework or remote work agreements. M
telework agreement	A written agreement, completed and signed by an employee or Service member and the authorized management official(s) or commanders via the DD Form 2946, that outlines the terms and conditions of the telework arrangement.
telework center	A facility that provides a geographically convenient office setting with workstations and other office facilities and services that are used by employees or Service members from more than one organization. M

REFEREN ES

- Code of Federal Regulations, Title 5
- DoD Directive 1400.25, “DoD Civilian Personnel Management System,” November 25, 1996
- DoD Directive 5124.02, “Under Secretary of Defense for Personnel and Readiness (USD(P&R)),” June 23, 2008
- DoD Instruction 1400.25, Volume 810, “DoD Civilian Personnel Management System: Injury Compensation,” April 12, 2005
- DoD Instruction 1400.25, Volume 1408, “DoD Civilian Personnel Management System: Insurance and Annuities for Nonappropriated Fund Employees,” August 28, 2020, as amended
- DoD Instruction 5200.01, “DoD Information Security Program and Protection of Sensitive Compartmented Information (SCI),” April 21, 2016, as amended
- DoD Instruction 5200.48, “Controlled Unclassified Information (CUI),” March 6, 2020
- DoD Manual 5200.01, “DoD Information Security Program,” dates vary by volume
- DoD Manual 5400.07, “DoD Freedom of Information Act (FOIA) Program,” January 25, 2017
- DoD Manual 8910.01, Volume 2, “DoD Information Collections Manual: Procedures for DoD Public Information Collections,” June 30, 2014, as amended
- Federal Register, Volume 71, Page 13845, March 17, 2006
- Joint Travel Regulations (JTR), current edition
- Office of Management and Budget Memorandum M-17-15, “Rescission of Memoranda Relating to Identity Management,” January 19, 2017
- Office of Management and Budget Memorandum 19-17, “Enabling Mission Delivery through Improved Identity, Credential, and Access Management,” May 21, 2019
- National Security Decision Directive 38, “Staffing at Diplomatic Missions and Their Overseas Constituent Posts,” June 2, 1982
- Public Law 106-346, Section 359, “Department of Transportation and Related Agencies Appropriations Act 2001,” October 23, 2000
- Public Law 117-263, Section 9717, “James M. Inhofe National Defense Authorization Act for Fiscal Year 2023,” December 23, 2022
- United States Code, Title 5
- United States Code, Title 22, Section 4802
- United States Code, Title 28
- United States Code, Title 29
- United States Code, Title 31
- United States Code, Title 33, Chapter 18 (also known as “The Longshore and Harbor Workers’ Compensation Act”)
- United States Code, Title 37
- United States Code, Title 40, Section 587

Department of Defense
Collective Bargaining Agreement(s) –
Telework Provisions

Department of Defense (DoD) Input to BDR 24-24 3b:

Current Labor Agreements: Excerpts of current collective bargaining agreements or additional whole documents that agencies have executed with their bargaining units on the topic of telework. Specifically, agencies are asked to please provide only documents wholly related to telework (e.g., a specific agreement) and excerpts of larger documents (e.g., 1-2 pages of a given CBA) that specifically discuss telework. Agencies are not expected to provide copies of any agreements that are either expired or no longer in force.

Response: DoD has approximately 1,200 active bargaining units. OPM maintains a searchable database of collective bargaining agreements between agencies and Federal sector unions. DoD submitted agreements are available for viewing at this site (714 currently). The database contains term agreements, which are often submitted upon renegotiation. Older agreements may not be included. The site for the OPM database is [Collective Bargaining Agreements \(opm.gov\)](https://www.opm.gov/policy-data-oversight/collective-bargaining/).

Should Congress require excerpts from CBAs, DoD will require a significant amount of additional time to review and provide extract documents for formal submission.

Department of Education
Supplemental Documents

Department of Education
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL
January 26, 2024

OMB issued its Organizational Health and Performance Memorandum (M-23-15) last spring as guidance for agencies as they reevaluate their work environment posture to increase in-person presence while optimizing organizational health and performance. As the White House Chief of Staff and OMB have continued to emphasize in the Cabinet, PMC, and other forums, it is essential for agency leaders to be paying close attention to implementation progress and ensuring that updated Work Environment policies are having the intended impact.

In line with M-23-15, OMB requests that agencies that are still implementing in-person presence goals respond to this implementation data call outlining all remaining steps that the agency will take to reach intended work environment postures.

Agencies should provide:

1. Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).
2. Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.
3. Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

Request. Please send a written update that answers these questions. Agencies may provide additional detail or narrative on top of these answers. Responses are due via email to futureofwork@omb.eop.gov no later than January 26, 2024.

Department of Education Response
January 26, 2024

1. Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

On September 8, 2023, the Department of Education (ED) initiated a three-phased implementation timeline to increase in-person presence. To date, we have complete two of the three phases.

- **PHASE I: November 6, 2023: Senior Executives, managers, and supervisors** in hybrid positions began reporting to an ED facility a minimum of two days per week or four days per pay period.

- **PHASE II: January 8, 2024:** All remaining **non-supervisory non-bargaining unit employees** in hybrid positions began reporting to an ED facility a minimum of two days per week or four days per pay period.
- **PHASE III: To Be Determined:** The transition date for **bargaining unit employees** has not been set at this time as the agency continues to navigate the bargaining process. The agency is also reaching out to other agencies to explore other options to expedite the bargaining unit return-to-work transition.
- **Note:** Once we complete Phase III, our agency-wide remote percentage will have dropped by 36% from 66% to 30%, and our National Capital Region will meet the required 50% onsite work goal.

Final Telework Position Designations						
Onsite (Situational)	Telework	Remote	Total	% Onsite (Situational)	% Telework	% Remote
459	2324	1185	3968	11%	59%	30%

2. Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

The largest barrier the agency faces to completing execution is finalizing negotiations for bargaining unit employees, which represent 57% of total employees. Again, we will be reaching out to other agencies to identify other options to expedite the transition.

In addition, we are strengthening processes to internally review and assess effective execution of implementation of employees who have returned to work in Phase I and Phase II. More details on the steps we will take are detailed in the below section.

3. Description of your agency’s approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

The agency is leading and monitoring the transition implementation by:

- Tracking the number of employees updating their telework agreements to reflect the new schedules and briefing ED senior leadership on identified trends and required corrective actions, if needed.
- Reviewing identification card swipes into ED facilities in the National Capital Region and providing feedback to senior leaders regarding their trends and required follow up actions.
- Reviewing the increase in onsite use of information technology resources and providing additional resources and support for employees as needed.
- Tracking workload and progress on strategic initiatives and engaging with leadership and employee teams accordingly to drive expected outcomes.

- Increasing in person employee engagement activities across all offices including more cross agency social and networking events.
- Integrating organizational health discussions into the agency's quarterly performance review discussions and providing feedback to senior leaders accordingly.

SUPPLEMENTAL INFORMATION TO
OMB WORK ENVIRONMENT IMPLEMENTATION DATA CALL
May 23, 2024

1. Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

On September 8, 2023, the Department of Education (ED) initiated a three-phased implementation timeline to increase in-person presence for telework (hybrid) designated positions to a minimum of 4 days per pay period as outlined in the January 2024 OMB Work Environment Check-in (copy attached).

- **PHASE I: November 6, 2023:** *Senior Executives, managers, and supervisors* in hybrid positions began reporting to an ED facility a minimum of two days per week or four days per pay period.
- **PHASE II: January 8, 2024:** *All remaining non-supervisory non-bargaining unit employees* in hybrid positions began reporting to an ED facility a minimum of two days per week or four days per pay period.
- **PHASE III: To Be Determined:** The transition date for *bargaining unit employees* has not been set and remains pending completion of bargaining. On April 15, 2024, term negotiations of the Collective Bargaining Agreement (CBA) commenced with the American Federation of Government Employees (AFGE). Telework is a part of the CBA and will be included in mid-term negotiations. While the agency invited the union to sever telework from mid-term negotiations, AFGE elected to keep telework within the term negotiations.

An update to the required in person presence for non-bargaining unit employees occurred on March 12, 2024, when the Department of Education Secretary Miguel Cardona announced an increase of in person presence from 4 to 5 days for telework (hybrid) designated positions. The requirement was effective on April 22, 2024, for Senior Executives, managers, supervisors, and non-supervisory non bargaining unit employees. On March 28, 2024, Secretary Cardona sent a message to all employees stating that bargaining unit employees occupying telework (hybrid) designated positions would be expected to return to 5 days of in office presence effective May 20, 2024, subject to fulfilling bargaining obligations. The union declined to engage in bargaining separate from term negotiations.

2. Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

- The largest barrier the agency faces to completing execution is finalizing negotiations for bargaining unit employees. In January, we reported that bargaining unit employees make up 57% of total employees; however, that has now increased to 61% due to an ongoing review of position eligibility for inclusion in the bargaining unit in accordance with President Biden's Executive Order (EO) 14025, Worker Organizing and Empowerment, issued on April 26, 2021. Specifically, AFGE filed two petitions requesting a total 734 non-bargaining unit positions be

reviewed for inclusion in the bargaining unit. The percent of bargaining unit positions may increase again pending the outcome of the review and associated FLRA hearing.

- As stated above, telework is a part of the CBA and will be included in term negotiations. While the agency invited the union to sever telework from term negotiations, AFGE elected to keep telework within the term negotiations.

3. Description of your agency's approach to tracking and ensuring implementation with policies.

Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

The agency continues to monitor the transition implementation by:

- tracking the number of employees updating their telework agreements to reflect the new schedules and briefing ED senior leadership on identified trends and required corrective actions, if needed.
- reviewing identification card swipes into ED facilities in the National Capital Region and providing feedback to senior leaders regarding their trends and required follow up actions.
- reviewing the increase in onsite use of information technology resources and providing additional resources and support for employees as needed.
- tracking workload and progress on strategic initiatives and engaging with leadership and employee teams accordingly to drive expected outcomes.
- increasing in person employee engagement activities across all offices including more cross agency social and networking events.
- Integrated organizational health discussions into the agency's quarterly strategic review and provided feedback to senior leaders accordingly.

Department of Education
Telework Policy(s)

<p>U. S. DEPARTMENT OF EDUCATION</p> <p>HUMAN CAPITAL POLICY</p>	<p>HCP: 368-1</p> <p>DATE: November 4, 2021</p>
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This policy is current as of October 26, 2021. This policy supersedes Human Capital Policy 368-1, *Telework Program* dated October 1, 2018.

**TELEWORK AND
REMOTE WORK
PROGRAM**

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APPENDIX 25

I. AUTHORITY

The contents of this Human Capital Policy (HCP or Policy) conform to, and shall be used in conjunction with applicable labor obligations, laws, rules, regulations, and government-wide guidance and directives (e.g., issued by the Office of Personnel Management (OPM), including, but not limited to, the following:

- The controlling agreement between the U.S. Department of Education (the Department or ED) and American Federation of Government Employees (AFGE);
- Public Law (P.L.) 111-292, Telework Enhancement Act of 2010, dated November 18, 2010;
- OPM Guide to Telework in the Federal Government, dated April 2011;
- General Services Administration FMR Bulletin 2006-B3, dated March 17, 2006;
- Part 531 of Title 5 of the Code of Federal Regulations (CFR), §531.605(d), determining an employee's official worksite; and,
- The WebTA Quick Reference Guide for Timekeepers, Telework Indicator Code.

II. APPLICABILITY

This Policy applies to all ED employees. Notwithstanding, the Office of Inspector General (OIG) determines the applicability of the Telework Program on OIG positions in accordance with OPM guidance.

III. PURPOSE

This Policy assigns responsibilities and prescribes procedural requirements for the Department's Telework and Remote Work Program (Program). It is intended to be an innovative tool for managing an organization more effectively and increasing the productivity, morale, and retention of employees. It also supports the Department's continuity of operations in event of weather-related issues or other emergencies.

IV. POLICY

It is the policy of ED that all eligible employees, including supervisors and managers, may be authorized to participate in the Program to the extent practical for the employee's work unit and as long as participation does not negatively impact employee or organizational performance and meets the position and employee criteria as outlined in Section VIII of this

Policy.

As outlined in this Policy, ED employees with signed Telework/Remote Work Agreements are required to work or request leave when normal business operations cannot be carried out at the official worksite location due to weather-related or emergency situations.

Alternative Worksite locations may include:

- The designated address as outlined on the signed Telework/Remote Work Agreement; and,
- Any other location that is approved by the supervisor in advance and is equipped with standard office technology and equipment (see Section VIII for additional information) sufficient to perform assigned work in a safe and secure environment.

This Policy restricts Telework/Remote Work Arrangements to the United States and its territories and possessions. Existing Overseas Telework Arrangements may remain in effect for the duration of the signed Telework/Remote Agreement and may not be extended.

Employees who were grandfathered into a 100 percent telework/remote work agreement signed prior to May 31, 2018, remain approved for remote work.

V. DEFINITIONS

Administrative Closing: The closing of Federal offices when hazardous weather or other emergency situations dictate that a Government office(s) should be closed for a portion of a workday or the entire workday.

Alternative Worksites: Places where individuals perform official duties away from their official duty station. The worksite can be, but is not limited to, the employee's home, or another location approved in advance sufficient for the individual employee to perform his/her assigned work.

Continuity of Operations Program (COOP): An effort within individual agencies to ensure they can continue to perform Mission Essential Functions (MEFs) and Primary Mission Essential Functions (PMEFs) during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies.

Discretionary Closing: The release of employees from duty for all or part of the day at the official worksite as a discretionary benefit from management, such as closing early the day before a holiday.

ED Facility/ED Worksite: An office space utilized by ED.

Eligibility: The designation used to describe the basic criteria for participating in the Program.

Emergency/Essential Workers: Employees who conduct a range of operations and services that are typically essential to continue critical infrastructure operations.

Local Commuting Area: The geographic area that includes the population center and surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their place of employment. (See Appendix)

Official Duty Station: The city or town, county, and state in which the employee works on a regular basis. For most employees, this will be the location of the employee's official worksite. Pay is determined based on an employee's duty station. Duty Station information is located in blocks 38 and 39 of the *Notification of Personnel Action* Standard Form (SF)-50. Additional information on policies for duty station changes and telework schedule expectations can be found in Section VII.

Official Worksite: The location of record where the employee regularly performs their duties. For an employee covered by a Telework/Remote Agreement who is not required to report to the regular worksite at least twice a pay period on a regular and recurring basis, the official worksite is the address designated in their Telework/Remote Work Agreement, a satellite facility, or any other location approved by their supervisor, except in certain temporary situations. The employee's official worksite must be documented on the employee's SF-50. See Duty Station blocks 38 and 39 of the SF-50 showing the city/county and state in which the official worksite is located.

Operating Status: The notification that provides Federal employees with the daily state of government operations and procedures for Government-wide emergencies or special events that create a disruption. The operating status announcements are applicable for any emergency or special event that causes a disruption inside the "Washington Capital Beltway."

For additional information refer to the Administrative Communications System ([OM 5-102](#), *Continuity Program* for additional information.

Position of Record: The employee's official position (defined by grade, occupational series, employing agency, Law Enforcement Officer (LEO) status, and any other condition that determines coverage under a pay schedule (other than official worksite), as documented on the employee's most recent Notification of Personnel Action (SF-50 or equivalent) and current position description. A position to which an employee is temporarily detailed is not documented as a position of record.

Program Participant: An employee who has an approved Telework/Remote Work Agreement.

Reasonable Accommodation: Any change in the work environment or in the way things are customarily done that enables a qualified individual with a disability to enjoy equal employment opportunities.

The Rehabilitation Act of 1973 (Sections 501 and 504) requires that agencies provide reasonable accommodation to a qualified individual with a disability unless the agency can

demonstrate that the accommodation would impose an undue hardship to the operations of its program. For additional information see Section VII, B, or the Department's [Reasonable Accommodation Handbook](#) (OFO-O 03).

Remote work: An arrangement in which an employee is scheduled to perform work at an alternative worksite and is not expected to report to an ED worksite on a regular and recurring basis. A remote work employee is not assigned government workspace. This applies to employees working within and outside the commuting area of an ED worksite based on the locality pay table.

Routine Telework: A telework arrangement that is on an on-going regular and recurring basis. Work schedules will be consistent with work schedules policy and/or controlling agreement between ED and AFGE.

Situational (Ad-hoc) Telework: Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule. This includes emergency telework. Examples of situational telework include telework as a result of inclement weather, doctor appointment, or special work assignments.

Telework: A work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would normally work absent a Telework/Remote Work Agreement. This flexible arrangement requires the employee to physically report to their official worksite at least twice each pay period.

Telework/Remote Work Agreement: A written agreement, completed and signed by the participating employee and appropriate authorizing official(s), that outlines the terms and conditions of the telework arrangement. A signed Telework/Remote Work Agreement is required to participate in the Program.

Telework-Ready: A Program participant that: (a) is equipped with standard office technology and equipment (i.e., computer, secure Internet connection, telephone access,) sufficient to perform assigned work in a safe and secure environment at the alternate worksite; (b) has portable work that can be performed at an alternative worksite for all, or part of, the employee's regularly scheduled tour of duty for the day on which telework will be performed; and (c) has an approved Telework/Remote Work Agreement. Telework-Ready employees may be on a remote work, routine, or a situational (ad-hoc) agreement.

Unscheduled Telework: The option for a Telework-Ready (which includes having portable work that can be performed at an alternative worksite) employee to telework with prior supervisory approval when severe weather conditions or other circumstances disrupt or prevent employees from commuting or reporting to their official duty station.

VI. RESPONSIBILITIES

A. The Office of Human Resources (OHR) is responsible for the following:

- Overseeing the implementation of and providing guidance on the Program policy;
- Ensuring that annual telework reports are submitted to the Chief Human Capital Officers Council and OPM;
- Using information and data on telework to support the strategic management of human capital;
- Providing expertise and guidance to ED leadership;
- Ensuring positions are appropriately classified as telework eligible;
- Ensuring ED Job Opportunity Announcements (JOAs) reflect whether the position is eligible for telework;
- Ensuring HCPs are updated and accurate based on current applicable regulations;
- Conducting periodic evaluations of the Program to ensure compliance with this HCP and applicable regulations;
- Serving as the Telework Managing Officer;
- Evaluating the impact of the Program on the efficiency and effectiveness of work operations within organizations; and,
- Submitting telework data to OPM and other organizations upon request.

B. Principal Operating Component (POC) (Assistant Secretary/Approving Official of the POC or their designees) are responsible for:

- Determining the eligibility of all positions and employees within their respective organizations to participate in the Program, including eligibility to participate in remote work, routine and situational telework, in accordance with this policy;
- Establishing telework strategy which ensures consistency within their organization;
- Authorizing participation in the Program within their organization;
- Ensuring implementation of the Program to the fullest extent possible without adverse impact on employee or organizational performance;

- Reviewing and approving Telework/Remote Work Agreements, as appropriate;
- Maintaining a list of participants and associated telework records (e.g., agreements, trainings, and denials);
- Providing OHR with the necessary information for annual reporting;
- Ensuring that participants adhere to this policy;
- Ensuring appropriate funding and Government furnished equipment (GFE) is made available to Program participants (See Section VIII, J);
- Working with supervisors to remove any managerial, logistical, or organizational barriers to the successful implementation and maintenance of the Program;
- Determining the need to temporarily suspend the Program, within their respective organization, when operational exigencies require employees to report to their official worksite;
- Contacting the approving supervisor to discuss any incomplete forms; and,
- Collaborating with OHR to ensure POC employee SF-50s reflect the correct information.

C. Supervisors are responsible for:

- Recommending to the approving official positions, within the POC/Office head approved strategy, that are suitable and eligible for the Program;
- Ensuring applicable employees are aware of Program eligibility;
- Accepting and making recommendations to the approving official for approval or disapproval of employee requests to participate in the Program, no later than 5 working days upon receipt of the request;
- Ensuring that assigned employee bi-weekly timesheets accurately reflect telework and work schedules;
- Reviewing and recommending approval or disapproval of employee requests for changes to a Telework/Remote Work Agreements;
- Providing equitable treatment of employees when recommending approval or disapproval of employee requests to participate in the Program, requests for participation in remote work or routine and situational telework, and changes to Telework/Remote Work Agreements;

- Completing annual Supervisors Telework Training on the Program prescribed by the Department before entering into a Telework/Remote Work Agreement with employees;
- Providing equitable treatment of employees, as required by 5 U.S.C. §6503(a)(3), regardless of whether employees participate in the Program or not, in decisions which affect conditions of employment consistent with applicable law, OPM regulation, and Department policy, including, but not limited to:
 - Periodic appraisals of job performance;
 - Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and,
 - Work requirements.
- Not requiring a greater level of reporting on daily assignments/work completion from employees participating in the Telework Program than they require of non-participating employees;
- Not retaliating or otherwise taking adverse actions towards employees on the basis of their requests or decisions for participation or nonparticipation in the program;
- Discussing the Telework/Remote Work Agreement with the employee and collaborating to resolve any challenges that may occur;
- Ensuring that SF-50 forms accurately reflect the official duty station of assigned employees;
- Effectively executing supervisory management duties (performance management);
- Clearly defining and communicating work assignments and expectations to all employees and providing regular and frequent review of the work of employees to ensure they meet performance requirements;
- Effectively addressing and resolving conduct issues; and,
- Establishing and communicating the expected use of approved software, hardware, and services to foster team effectiveness, virtual office functions (e.g., virtual drop-ins and telepresence) and communications.

D. Employees are responsible for:

- Submitting a Program participation request to their supervisor;

- Completing the Program training, obtaining the certificate of training completion, and providing a copy to their first-level supervisor along with any request for Program participation consideration;
- Ensuring that their bi-weekly timesheet accurately reflects the supervisor approved telework and work schedule;
- Adhering to and operating under the provisions of an approved Telework/Remote Work Agreement, including observing hours of work in accordance with the Telework/Remote Work Agreement and established Department policies;
- Complying with OPM regulations, and Department policies for requesting approval of leave or unscheduled telework;
- Complying with all Government laws, regulations, and Department policies while working at an approved alternative worksite;
- Collaborating with their supervisor to ensure all forms are completed and accurately reflect the official worksite of assigned employee;
- Providing prompt notification to the supervisor whenever any problems arise at the approved alternative worksite which adversely affect the employee's ability to work;
- Submitting an updated Telework/Remote Work Agreement for major changes (i.e., a change in the designated telework day or change in telework location);
- Exhibiting appropriate conduct in accordance with all laws and ED policies;
- Ensuring timely engagement with supervisors, peers, and other employees and external stakeholders; and,
- Understanding how to use, and using the approved hardware, tools, software, and services, as specified by their supervisor, to ensure the efficiency of the team and provide as seamless a working experience as possible. Whenever possible, the employee shall leverage technology to provide an equivalent experience as if working from the office.

VII. DESCRIPTION OF THE PROGRAM

(See Section VI, D for specific information about employee responsibilities.)

- A. ED's Job Opportunity Announcements must reflect Program eligibility for the position. The selectee's offer letter must include Program eligibility information.
- B. Participation in the Program is voluntary, subject to approval by the supervisor, and approving official, and is available to all employees who meet the Program requirements (See Section VIII, Part A).
- C. Prior to participating in the Program, and unless waived pursuant to [5 U.S.C. §6503](#), both the employee and the employee's supervisor must each complete telework training. The employee must upload the telework training certificate to the automated system.
- D. It is important to distinguish between ordinary requests for telework and requests for telework as a reasonable accommodation for a qualified individual with a disability. For additional information on reasonable accommodations, please refer to the Department's [Reasonable Accommodation Handbook](#). (OFO-O 03)
- E. The Program is not intended to serve as a substitute for childcare, daycare, elder care, or any other type of dependent care.
- F. Employees approved to participate in the Program may telework to the extent practicable for the employee's work unit, subject to the supervisor's approval.
- G. Duty station: An employee's official worksite is normally the location of an employee's position of record where the employee regularly performs their duties. However, if an employee is not scheduled to report to an ED Facility at least twice each pay period on a regular and recurring basis, then the remote worksite is the official duty station and the employee's pay must be based on the locality pay applicable to the remote work site.
 - 1. All pay, leave, and travel entitlements will be based on the employee's official duty station.
 - 2. In circumstances where the official duty station is reassigned to an alternative worksite, trips are "official business," and the employee is entitled to travel reimbursement.
- H. The Program options are:
 - 1. Telework
 - a. Routine Telework: The employee works on an on-going regular and recurring basis

from home or an alternative worksite one or more days per week and has an ED worksite as a duty location. Supervisors may initiate or approve changes to routine telework to meet ED's operational or an employee's needs. Pursuant to 5 CFR §531.605(d)(2)(4), participants must, at a minimum, physically report into the official ED worksite twice each pay period in order to maintain the locality pay of the official ED worksite. This requirement, subject to the supervisor's approval, can be met by reporting to the worksite one day per week or twice in one week of a pay period.

Employees with this type of telework schedule may be required to report to their duty location on an as needed basis, as determined by the Department.

Example: The employee teleworks four (4) days per week and reports to their official worksite (Atlanta Regional office) one (1) day per week resulting in two days per pay period at the official worksite.

- b. Situational (Ad-hoc) Telework: Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule. This includes emergency telework.

Example: The employee requests to telework as a result of inclement weather, medical appointment, or special work assignments.

2. Remote Work

Remote Work: The employee works 100 percent from their home or alternative worksite and is not required to report to an ED worksite. Since the employee does not report to an ED worksite at least twice a pay period, the employee's official worksite is their official duty station and their locality pay may be impacted.

Example 1: The employee's official worksite/duty location is Washington, D.C., and they submit a request for remote work from their home in Miami, Florida. If the employee is approved for remote work, their duty location must change to Miami, Florida. Their locality pay will be impacted. Transportation expenses in and around the official worksite, which do not include expenses for travel to the agency worksite, may be reimbursed as a local travel expense in accordance with the ED's Directive on travel (see Handbook for Travel, OCIO 16) and the controlling agreement between ED and AFG. Temporary duty (TDY) travel away from the official worksite (i.e., more than 50 miles away) must be authorized in accordance with the Federal Travel Regulations (FTR).

Example 2: The agency worksite is a location in Washington, DC, which is in the Washington-Baltimore locality pay area. The employee's official worksite under remote work is at the employee's residence in Urbana, MD (in Frederick County, MD), which is also in the Washington-Baltimore locality pay area and, for the purposes of this example, the agency has established a 50-mile official station radius for local travel reimbursement. The agency worksite in Washington, DC, is within the 50-mile official station radius for Urbana, MD.

Locality pay: Since the employee does not report to the agency worksite at least twice each pay period on a regular and recurring basis, the employee's official worksite for locality pay purposes is in Urbana, MD. (See 5 CFR §531.605(d)(3).) The agency must document this worksite as the employee's "duty station" on an SF-50, and the employee will receive the locality rate associated with the Washington-Baltimore locality pay area. (see 5 CFR §531.605(a)(3))

Travel reimbursement: Transportation expenses in and around the Urbana, MD worksite, which include expenses for travel to the ED worksite, may be reimbursed as a local travel expense in accordance with agency policy and the controlling agreement between ED and AFGE. Temporary duty (TDY) travel away from the Urbana, MD worksite (i.e., more than 50 miles away) must be authorized in accordance with the FTR. Eligibility for per diem is based on FTR §301-11.1.

- I. After the POC makes the positional eligibility determination to participate in the Program, pursuant to Section VI(B), employees should submit a written request to their supervisor of their intention to change their official worksite/alternative worksite/duty station. This request should be followed by an official request via their Telework/Remote Work Agreement. An appropriate personnel action must be processed by OHR before the employee changes their official worksite /alternative worksite/duty station if there is a locality pay change. If there is no locality pay change, the employee must update their Telework/Remote Work Agreement to document the new address as the official worksite /alternative worksite. A supervisor will approve or deny a request to change an official worksite/duty station in writing, and if applicable, submit approved requests to OHR, within ten (10) work days prior to the effective date related to the request. Supervisors may not unreasonably deny a request. If the request is denied, the supervisor must provide the reasons why the position did not meet the requirements in Section VIII(A)(1) and/or the employee did not meet the eligibility criteria in Section VIII(A)(2), in writing.
- J. Management shall make the determination in writing for the telework schedule based on the nature of the work and the ability to complete the work virtually or the necessity for ED worksite presence.

Any disputes regarding the telework schedule determination can be brought forward via the appropriate grievance process.

K. Telework and Alternative Work Schedules (AWS)

1. Program participants, with supervisor approval, may participate in AWS.
2. Employees participating in Routine Telework and an AWS must work from an ED worksite location a minimum of twice each pay period.

For example, an employee on a 5-4-9 compressed work schedule (CWS) in combination with a Routine Telework/Remote Work Agreement may have the following schedule: **Week 1:** The employee teleworks four days and reports to the official worksite on the fifth day; and **Week 2:** The employee teleworks three days, reports to the official worksite on

the fourth day; and has the fifth day off.

Likewise, an employee on a 4/10 CWS in combination with a Routine Telework/Remote Work Agreement may telework three days and report to the official worksite on the fourth day of each week.

For information regarding Work Schedules refer to [HCP 610-3](#).

- L. Part-time employees may participate in the Program. For information regarding the Part-time Employment Program refer to [HCP 340-1](#).
- M. All Program participants are required to telework on the day(s) when OPM declares or announces that Federal offices are closed due to an emergency and telework-ready employees must follow their agency's policies. If a Program participant is not Telework-Ready (see Definition of Telework-Ready) on a day that Federal Offices are closed, the Program participant must request leave.
- N. Employees who perform scheduled or unscheduled telework shall start and complete their normal workday without regard to OPM or Federal Executive Board announcements of delayed opening, early departure, or immediate departure after the workday has begun.
- O. The Telework/Remote Work Agreement may be terminated or altered by an employee's supervisor if the employee no longer meets the required criteria. (see Section VIII, B.3.a for additional information.)
- P. A Telework/Remote Work Agreement, a Technology Assessment Worksheet, completion of Program training, and an Employee Self- Certification Safety Checklist, are required for all employees in the Program, regardless of whether it is routine, situational (ad-hoc), or remote work.
- Q. Employees with approved Telework/Remote Work Agreements must obtain written approval from their supervisors prior to temporarily working from an alternative worksite other than the designated and pre-approved alternative worksite.
- R. For changes in-worksites expected to last fewer than sixty (60) calendar days, employees must send an email or written request to their supervisor notifying them of the temporary change. The requirement for teleworking employees to physically report into the official ED worksite twice each pay period still applies.

For changes expected to last more than 60 calendar days, employees must revise the Telework/Remote Work Agreement to reflect the new worksite.

- S. Employees must have an approved Telework/Remote Work Agreement in place to telework when an "unscheduled telework" option is offered by OPM. Additionally, the employee must have sufficient work to perform remotely. "Unscheduled telework" must be approved by the supervisor, preferably in advance, or as soon as feasible.

- T. Participation in the Program is a benefit and a privilege, not a right, even if the employee’s position is considered “eligible” by OPM and Department standards.
- U. The supervisor must consider the request and make recommendations to the approving official for approval or disapproval of the employee’s request to participate in the Program no later than 10 working days from the date of receipt of the request. If the request is denied, the supervisor must provide, in writing, the requirement in Section VIII.A that serves as the basis for the denial and provide appropriate grievance process rights.
- V. Departmental policies on tour of duty, work schedules, and leave apply to all employees participating in the Program. The supervisor must approve the employee’s work schedule, including the days and times that the employee will work at the official worksite (where applicable) and at the alternative worksite.

The approval will be consistent with the requirements of the specific organization, Department policies, regulations, and Government-wide policy.

- W. The provisions for working extra hours while an employee is at an official worksite also apply to an employee who is on a Telework/Remote Work Agreement. Employees may only work extra hours if they receive prior approval from their supervisors.
- X. As part of contingency planning, in the event of a pandemic or other emergency, all managers and supervisors will ensure that employees who have been designated as “emergency/essential” have approved Telework/Remote Work Agreements in place.

The Telework/Remote Work Agreement will be annotated to be activated only during a Nationally declared emergency or an emergency which requires activation of the COOP or BCP. Supervisors should perform periodic “dry run tests” with “emergency/essential” employees working at the alternative worksites, prior to an emergency situation, to ensure effective working conditions and communications.

Employees identified as “back-up” to emergency/essential employees should also have approved Telework/Remote Work Agreements in place, which will be activated only during a declared emergency. All supervisors and employees, including those who are participating in the Program, must adhere to all of the guidance contained in both this and the COOP which can found at Departmental Directive, [OM: 5-102, Continuity Program](#).

During any period that the Department is operating under the COOP, the COOP shall supersede this policy.

VIII. PROGRAM REQUIREMENTS/GUIDELINES

A. APPROVAL CRITERIA

The decision to approve the employee’s request to participate in the Program will be

made by the approving official or designee and the supervisor, based upon the following criteria:

1. POSITION CRITERIA

- a. Whether a position is suitable for the Program depends on the specific job duties. The job title, type of appointment, work schedule, or grade are not factors in determining if a position is suitable for the Program. Employees in supervisory or managerial positions are eligible to participate in the Program as long as they meet the position and employee eligibility criteria.
- b. A position is suitable for the Program, if:
 - 1) Work activities are portable and can be performed effectively outside the office;
 - 2) Job assignments are easily quantifiable or primarily project oriented;
 - 3) Contact with other employees and customers is predictable;
 - 4) In person contact is limited or not required;
 - 5) The technology needed to effectively perform the job off-site is available;
 - 6) Cyclical work does not present a problem (Note: Employees may be requested or required (where applicable) to work at an ED worksite to assist workload increases.) (see Section VIII.B.2.a for additional information); and,
 - 7) Privacy Act concerns can be adequately addressed.
- c. A position may NOT be suitable for the Program if:
 - 1) The position requires daily face-to-face contact with the supervisor, other employees/peers, customers/stakeholders, or the public;
 - 2) The employee's position requires in person security or facilities management work;
 - 3) The position requires handling directly, on a daily basis, classified materials that cannot be transmitted over the internet or taken out of the office without risk of breach; or,
 - 4) The position requires the usage of any special facilities or equipment that are deemed necessary to perform the job.

2. EMPLOYEE ELIGIBILITY CRITERIA

The following characteristics will help determine an employee's eligibility for participation in the Program:

- a. The employee has NOT been disciplined for being absent without permission for more than five (5) days in any calendar year (January 1–December 31) (5 U.S.C. §6502(a)(2)(A)).
- b. The employee has NOT been disciplined for violations of subpart G (“Misuse of Position”) of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- c. The employee is NOT on a leave restriction at the time of the request for eligibility.
- d. The employee can satisfy the alternative worksite requirements.

Note: For all specific telework requirements, please refer to [5 U.S.C. §§6502\(a\), \(b\)](#).

B. TELEWORK/REMOTE WORK AGREEMENTS

1. GENERAL

- a. The Telework/Remote Work Agreement is a written agreement between the employee and the supervisor requiring each to adhere to applicable guidelines and policies. Once submitted for approval, the Telework/Remote Work Agreement constitutes a request to participate in the Program. Employees are not authorized to telework until the Program training has been completed, and the Telework/Remote Work Agreement is approved.
- b. The Telework/Remote Work Agreement will cover items such as: the voluntary nature of the arrangement; length of the telework assignment; whether it is a remote work, routine, or situational agreement; hours and days of duty at each worksite; responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time; performance expectations; proper use and safeguarding of Government property and records; standards of conduct; and, completion of required Program evaluation materials.
- c. Prior to participating in the Program, the employee must complete: the automated Telework/Remote Work Agreement, including the Telework/Remote Work Schedule; the Technology Assessment Worksheet; and the Employee Self-certification Safety checklist.
- d. The Department shall renew Telework/Remote Work Agreements unless the conditions outlined in Section VIII(B)(2) and (3) arise.

2. CHANGES TO TELEWORK/REMOTE WORK AGREEMENT

- a. If an employee (within the local commuting area of an ED worksite) is required to report to the ED worksite for a finite pre-determined period, the supervisor will provide the Program participant with at least 5 business days advance notice.
- b. If the employee is a remote worker, and they are not within the local commuting area of an ED worksite, the supervisor will provide the employee with at least 15 business days advance notice.

Items to take into consideration include traveling distance, caregiving responsibilities, and mode of transportation. Program participants and supervisors must discuss these items in advance as in some cases there may not be sufficient time for the employee to report to the ED worksite. In circumstances where unforeseen mission necessity exists, less notice may be provided within reason. Upon receipt of notice, employees will take reasonable efforts to report to the ED worksite. If it is not practicable for the employee to report to the ED worksite, the employee may not be required to report.

- c. A teleworker may request to telework on an alternate day when the teleworker is required to report to the ED worksite on a regularly scheduled telework day.
- d. When a Program participant is required to work at an ED worksite (for example, to attend an on-site meeting), the employee should plan to be in the office for the entire workday.
- e. Ad-hoc requests by the employee to change their scheduled telework day in a particular week or pay period must be submitted in writing to, and approved in advance, by the supervisor.
- f. Ad-hoc requests to telework on an as needed basis (such as on an occasional, one-time, or irregular day that is separate from any regularly scheduled telework) must be submitted in writing to, and approved in advance by, the supervisor.
- g. A permanent change in the telework arrangement requires a revised Telework/Remote Work Agreement and Program approval. The changes should be completed as soon as feasible.

For example, if the employee currently has a routine telework day on Monday but now wants to permanently change that schedule to a routine telework day on Thursday, this change will require a new Telework/Remote Work Agreement.

- h. If a new supervisor is assigned, a review of assigned employee Telework/Remote Work Agreements must be conducted, and Telework/Remote Work Agreements may be revised in the event that the new supervisor determines current Program participation impacts the needs of the organization.

If this occurs, the new supervisor must provide written reasoning, pursuant to Section VIII(A), for the change to the employee's Telework/Remote Work agreement. ED will fulfill all Labor obligations prior to implementing any change.

- i. Telework and remote work arrangements must be consistent with the management needs of the position and organization. Consequently, Program participation is contingent on position eligibility.

When an employee changes positions within ED, there is no automatic transfer of Program participation.

3. TERMINATION OF TELEWORK/REMOTE WORK AGREEMENTS

Supervisors and managers will counsel employees regarding potential/perceived Program violations. Employees should work with their supervisors to effectively address/resolve any issues as soon as possible.

- a. An employee can terminate their Telework/Remote Work Agreement at any time. In the event that the employee elects to terminate their Telework/Remote Work Agreement, the request for termination is effective the pay period following the submission of the Program termination request. Upon termination of the Telework/Remote Work Agreement, the employee will be eligible to reapply to the Program.
- b. When a manager decides to terminate a Telework/Remote Work Agreement consistent with POC determined position eligibility, a manager must be able to document and demonstrate the employee's conduct violates the requirements established in the Telework Enhancement Act or ED policy and thus results in ineligibility for the Program. ED will fulfill appropriate Labor obligations prior to implementing any change.
- c. Managers will make a bona fide effort to counsel employees about specific problems before cancelling an employee's participation in Telework. In most instances, the supervisor or employee should provide 30 calendar days advance written notice of Program participation changes. As a general rule, a manager should provide official notice to the employee before termination of a Telework Agreement. The notice should:
 - 1) Be in writing;
 - 2) Provide an explanation;

- 3) Include an effective date;
 - 4) Follow agency policies, procedures, and labor agreements for denial/termination of telework requests; and,
 - 5) Include any appeals/grievance procedures available to the employee.
- d. An employee may reapply to participate in the Program once the conditions outlined in Section VIII(3)(b) have concluded.

C. TIME AND ATTENDANCE

1. GENERAL

- a. For purposes of documenting time and attendance:
 - 1) Program participants work schedules must be validated by the end of the pay period.
 - 2) If the Government is open and OPM announces that employees have the option to take “unscheduled leave” or “unscheduled telework,” each Program participant must notify their supervisor prior to performing unscheduled telework or using unscheduled leave.
 - 3) Managers and Supervisors cannot require Program participants to participate in unscheduled telework and may also deny the request for unscheduled telework or unscheduled leave based on the needs of the office.
 - 4) Any unscheduled telework declared by OPM or as an integral part of ED’s plans for COOP and Business Continuity Plan (BCP) will not count against the routine scheduled telework workday that an employee will have for that particular week.

2. LEAVE

- a. Annual leave, sick leave, or leave without pay shall be requested and approved in accordance with existing laws and regulations, and Departmental policies.
- b. Telework and/or Remote Work are not replacements for childcare or, elder care. Employees who have care responsibilities should examine all work hours flexibilities so that work responsibilities and caregiving responsibilities may both be addressed. Employees will be required to utilize leave if the employee is unable to successfully meet work responsibilities due to their care responsibilities.
- c. In the event that a Program participant is on pre-approved paid leave or have notified their supervisor of their intent to use unscheduled leave on a day when OPM declares that federal offices are closed due to weather-related issues or emergency circumstances, the Program participant will be charged leave

accordingly. However, there may be instances that warrant a change in leave status (e.g., employee is scheduled to use sick leave for a medical appointment and appointment is canceled, employee has scheduled annual leave but is a Program participant, is Telework-Ready, and agrees to perform telework in lieu of the scheduled leave).

3. CERTIFICATION AND OVERSIGHT OF TIME AND ATTENDANCE

- a. Proper monitoring and certification of employee work time are critical to the success of the Program. Supervisors must require employees to use the correct Program Indicator codes when recording time and attendance.
- b. Employees on Telework/Remote Work Agreements must report their work hours with the appropriate Program Indicator Code in WebTA or the current time and attendance reporting system. (Refer to WebTA or the current time and attendance reporting system for additional information for a listing of the Program codes.)

4. ADMINISTRATIVE LEAVE, DISMISSALS, DELAYED ARRIVAL, AND EMERGENCY CLOSINGS

- a. During an OPM-declared emergency situation, such as closing due to severe weather, Program participants are required to work or use leave for any period during which work is not performed.
- b. If a Program participant does not meet the definition of Telework-Ready (i.e., (a) a current, written Telework/Remote Work Agreement in place; (b) possesses the appropriate equipment (i.e., computer, Internet connection, and telephone access) at the alternate worksite, and (c) has portable work that can be performed at an alternative worksite for all, or part of, the employee's regularly scheduled tour of duty for the day), and the employee is not a Remote Worker, the employee must take leave for all or any portion of the day the employee ceases to be Telework-Ready.
- c. If for any reason beyond the employee's control (such as a power failure, network failure, or natural disaster), they cannot perform work at home or at an approved telework or remote work location, the supervisor will grant administrative leave, consistent with Department Leave policy (HCP 630-1) or the controlling agreement with AFGE.
 - 1) If management announces a discretionary closing, employees who are teleworking or remote working on the day of a discretionary closing are considered on duty and will receive the same discretionary benefit as employees who reported to their official worksite.
- d. For information regarding the use of Leave see [HCP 630-1, *Leave Administration*](#)

5. PAY FOR TELEWORK

- a. Employees who perform work (including telework) during their regular tour of duty on a day when the building is closed (or when other employees are dismissed early) are NOT entitled to receive overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled non-overtime hours. (For additional information refer to HCP 550-3, Premium Pay.)
- b. Employees are in a pay status while working at an alternative worksite. If the employee works overtime, credit hours, or compensatory time that has been approved in advance, he or she will be compensated in accordance with applicable law, OPM regulation, and Department policy.

6. TELEWORK IN EMERGENCY SITUATIONS

- a. If a disruption in government operations requires activation of the COOP or a POC's BCP, employees designated as "emergency employees" will work in accordance with those plans.
- b. In emergency situations, Washington, D.C., area employees should follow OPM operating status announcements and any additional agency-specific procedures when an emergency occurs. For ED building specific emergencies, notifications will be sent via email and by contacting the 866-I-AM-OK-ED line.

When regional offices are affected by a Government-wide emergency, each regional office's Designated Safety Official, or their representative, will make the decision regarding operating status. (For additional information, refer to the Departmental Directive [OFO-O: 2-104, *Occupant Emergency Organizations and Plans*](#).)

D. FAIR LABOR STANDARDS ACT (FLSA)

The existing rules under [5 U.S.C. §5542](#) and the FLSA that govern overtime also apply to employees working under a Telework and Remote Work arrangement. However, employees must seek pre-approval for any overtime consistent with the Department's policies and procedures for overtime. (For additional information refer to [HCP 550-3, *Premium Pay*](#).)

E. INJURIES, CONTINUATION OF PAY AND WORKERS' COMPENSATION

Program participants are covered by the Federal Employees Compensation Act, ("Workers' Compensation") for continuation of pay or workers compensation for on-the-job injury or occupational illness while they are teleworking or remote working.

F. REASONABLE ACCOMMODATION

1. When an employee requests that they be allowed to telework as an accommodation for their disability, this request will be evaluated by the employee's immediate

supervisor as a reasonable accommodation request, not as a regular telework request.

2. Any employee seeking to request telework as a reasonable accommodation should follow the procedures in the Handbook for Reasonable Accommodations.
3. The immediate supervisor will follow the Department's reasonable accommodation procedures to make a decision to grant or deny the request. Please see the Department's Reasonable Accommodation Handbook for information on how to request a reasonable accommodation.
4. All employees with any reasonable accommodations shall be provided with all of their approved accommodations.

G. SPECIAL SALARY RATE

The employee's official duty station serves as the basis for determining special salary rates.

H. PREMIUM PAY

The normal rules apply for night differentials, Sunday, and holiday pay whether work is accomplished at the official worksite or alternative worksite. Official work schedules determine the entitlement to premium pay.

I. FACILITIES LOGISTICS

1. HOME/ALTERNATIVE WORKSITE OFFICE SPACE

- a. Employees workstation for performance at the alternative worksite. Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, an employee must be able to communicate by telephone and by email (with computer equipment as noted in section I.2. below) with the supervisor and other employees during the telework day and have access to broadband internet at the alternative worksite.
- b. Failure to maintain a safe work environment in accordance with these provisions is grounds for terminating participation in the Program.

2. UTILITY EXPENSES

The Department will not pay utility costs associated with working from home or another alternative worksite, including the costs of broadband internet and telephone service.

3. ASSIGNED ED WORKSTATION

- a. Employees who report to an ED facility two days per pay period or more will have a designated, and fully functional workspace.
- b. Employees who are approved to participate in remote work will be provided with an fully functional, individual, workspace at an ED facility for the employee's use on day(s) that the employee must report to an ED facility.
- c. If sufficient workstations exist, employees may retain their assigned workstation to increase efficiency for the work unit. Employees with assigned workstations who will no longer have assigned workstations pursuant to this Program will be provided with a minimum of 30 working days to remove and/or relocate items in their assigned workstation.

J. TELECOMMUNICATIONS AND EQUIPMENT

1. TELEPHONES

The Department will not be responsible for ensuring employees are telework ready (i.e., secure Internet connection and telephone access.).

The payment of funds for telework equipment will be permitted if the budget allows for such.

2. COMPUTERS, GOVERNMENT-OWNED OR ACQUIRED EQUIPMENT, ETC.

Government-owned or government-acquired property, including computers, software, and other telecommunications equipment, should be used by employees at their alternative worksites. Employees must comply with all Departmental Office of the Chief Information Officer (OCIO) policies.

- a. OCIO will ensure ED employees have adequate IT equipment (laptops and software) to perform telework and remote work and will communicate with POCs regarding budgetary information.¹
- b. Employees and supervisors must identify any materials necessary to complete work assignments at the alternative worksite and ensure the participating employee has access to those items.
- c. Program participants do not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Department as provided for by law or implementing regulations.

¹ POCs may submit requests for additional IT equipment such as GFE mobile phones or Wi-Fi. To facilitate the provision of off-site technical assistance for Government-owned equipment and software, POCs are urged to supply employees with laptops, software, wifi devices, and communications software, that is compatible with and comparable to that used in the office worksite.

K. COMPUTER SECURITY REQUIREMENTS

1. HARDWARE/SOFTWARE

Only hardware/software configurations approved by the Federal Government and authorized by an approving official for the alternative worksite shall be installed on government-owned property. If the employee is using government-owned property, under no circumstances should the employee be allowed to add non-Government owned or unauthorized hardware or software to the home worksite station. For additional information refer to the Administrative Communication System: [OCIO: 3-110, *Software Asset Management and Acquisition Policy*](#).

2. SECURITY COMPLIANCE

Program participants must comply with organizational security procedures and ensure adequate security measures are in place to protect any government-furnished equipment or information/data from being damaged, stolen, or accessed by unauthorized individuals. Employees must ensure compliance with reporting requirement of security incidents, such as theft or loss of information/GFE equipment and, malware/ransomware.

For additional security requirements regarding telework and use of personal electronic devices, contact the Information Assurance Services (IAS) Policy and Planning Team.

L. PRIVACY ACT AND SENSITIVE DATA

1. DISCLOSURE

Program participants must ensure that records subject to the Privacy Act of 1974 and other sensitive data are not disclosed or exposed to anyone except those who possess authority to access such information in order to perform their duties.

2. ACCESS

Access to sensitive materials must be consistent with regulations on Production or Disclosure of Information or Materials (34 C.F.R. Parts 5 and 5b, the Privacy Act of 1974, 5 U.S.C. §552a, and the Freedom of Information Act, 5 U.S.C. §552)

M. TAX BENEFITS

Generally, an employee who uses a portion of their home for telework or remote work does not qualify for any Federal tax deductions. However, employees should consult their tax advisors or the Internal Revenue Service for information on tax laws and interpretations that address their specific circumstances.

For additional information on the Program, please visit the Program web page on the connectED website.

For information on the Government Telework guidance, please see the [OPM website](#).

APPENDIX

The Appendix provides guidance on the local commuting area for each ED facility and should be used as a guide in determining whether an employee’s duty location is within, or outside of, the local commuting area of an ED facility.

ED Facility Location	Counties within the Local Commuting Area*
Boston, MA	Norfolk County, MA; Plymouth County, MA; Suffolk County, MA; Middlesex County, MA; Essex County, MA; Rockingham County, NH; Strafford County, NH; Worcester County, MA; Windham County, CN; Bristol County, MA; Bristol County, RI; Kent County, RI; Newport County, RI; Providence County, RI; Washington County, RI; Merrimack County, NH; Belknap County, NH; Hillsborough County, NH; Barnstable County, MA
New York, NY	Bergen County, NJ; Essex County, NJ; Hudson County, NJ; Hunterdon County, NJ; Middlesex, NJ; Monmouth County, NJ; Morris County, NJ; Ocean County, NJ; Passaic County, NJ; Sussex County, NJ; Union County, NJ; Somerset County, NJ; Bronx County, NY; Dutchess County, NY; Kings County, NY; New York County, NY; Orange County, NY; Putnam County, NY; Queens County, NY; Richmond County, NY; Rockland County, NY; Westchester County, NY; Suffolk County; Nassau County; Pike County, PA
Philadelphia, PA	Burlington County, NJ; Camden County, NJ; Gloucester County, NJ; Salem County, NJ; Bucks County, PA; Chester County, PA; Delaware County, PA; Montgomery County, PA; New Castle County, DE; Cecil County, MD; Philadelphia County/City. PA
Atlanta, GA	Barrow County, GA; Bartow County, GA; Butts County, GA; Carroll County, GA; Cherokee County, GA; Clayton County, GA; Cobb County, GA; Coweta County, GA; Dawson County, GA DeKalb County, GA; Douglas County, GA; Fayette County, GA Forsyth County, GA; Fulton County, GA; Gwinnett County, GA Haralson County, GA; Heard County, GA; Henry County, GA Jasper County, GA; Lamar County, GA; Meriwether County, GA Morgan County, GA; Newton County, GA; Paulding County,

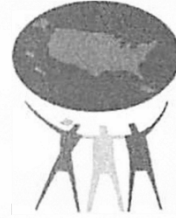
	GA Pickens County, GA; Pike County, GA; Rockdale County, GA Spalding County, GA; Walton County, GA
Chicago, IL	Cook County, IL; DeKalb County, IL; DuPage County, IL; Grundy County, IL; Kane County, IL; Kendall County, IL; Lake County, IL McHenry County, IL; Will County, IL; Jasper County, IN; Lake County, IN; Newton County, IN; Porter County, IN; Kenosha County, WI
Cleveland, OH	Cuyahoga County, OH; Geauga County, OH; Lake County, OH; Lorain County, OH; Medina County, OH
Kansas City, MO	Bates County, MO; Caldwell County, MO; Cass County, MO Clay County, MO; Clinton County, MO; Jackson County, MO; Johnson County, KS; Leavenworth County, KS; Linn County, KS; Lafayette County, MO; Miami County, KS; Platte County, MO; Ray County, MO; Wyandotte County, KS
Dallas, TX	Collin County, TX; Dallas County, TX; Denton County, TX; Ellis County, TX; Hood County, TX; Hunt County, TX; Johnson County, TX; Kaufman County, TX; Parker County, TX; Rockwall County, TX; Somervell County, TX; Tarrant County, TX; Wise County, TX
Denver, CO	Adams County, CO; Arapahoe County, Co; Broomfield County/city, CO; Clear Creek County, CO; Denver County/city, CO; Douglas County, CO; Elbert County, CO; Gilpin County, CO; Jefferson County, CO; Park County, CO
San Francisco, CA	Alameda County, CA; Contra Costa County, CA; Marin County, CA; San Francisco County/city, CA; San Mateo County, CA
Seattle, WA	King County, WA; Pierce County, WA; Snohomish County, WA
Washington, D.C.	Arlington County, VA; Clarke County, VA; Culpeper County, VA; Fairfax County, VA; Fauquier County, VA; Loudoun County, VA; Prince William County, VA; Rappahannock County, VA Spotsylvania County, VA; Stafford County, VA; Warren County, VA Alexandria City, VA; Fairfax City, VA; Falls Church City, VA

	Fredericksburg City, VA; Manassas City, VA; Manassas Park City, VA; Frederick, MD; Howard County, MD; Montgomery County, MD; Prince George's County, MD; Calvert County, MD; Charles County, MD; Jefferson County, VA; District of Columbia; Jefferson County, WVA
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Department of Education
Collective Bargaining Agreement(s) –
Telework Provisions



AFGE



**INTERIM
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF EDUCATION AND
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES LOCAL 252
October 20, 2022**



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ARTICLE 44: TELEWORK

**PLEASE SEE APPENDIX 3 FOR THE NEGOTIATED TELEWORK AND
REMOTE WORK PROGRAM AND ITS MEMORANDUM OF
UNDERSTANDING.**

**APPENDIX 3: HCP 368-1, TELEWORK AND REMOTE
WORK PROGRAM**

<p>U. S. DEPARTMENT OF EDUCATION</p> <p>HUMAN CAPITAL POLICY</p>	<p>HCP: 368-1</p> <p>DATE: November 4, 2021</p>
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This policy is current as of October 26, 2021. This policy supersedes Human Capital Policy 368-1, *Telework Program* dated October 1, 2018.

**TELEWORK AND
REMOTE WORK
PROGRAM**

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APPENDIX 25

I. AUTHORITY

The contents of this Human Capital Policy (HCP or Policy) conform to, and shall be used in conjunction with applicable labor obligations, laws, rules, regulations, and government-wide guidance and directives (e.g., issued by the Office of Personnel Management (OPM), including, but not limited to, the following:

- The controlling agreement between the U.S. Department of Education (the Department or ED) and American Federation of Government Employees (AFGE);
- Public Law (P.L.) 111-292, Telework Enhancement Act of 2010, dated November 18, 2010;
- OPM Guide to Telework in the Federal Government, dated April 2011;
- General Services Administration FMR Bulletin 2006-B3, dated March 17, 2006;
- Part 531 of Title 5 of the Code of Federal Regulations (CFR), §531.605(d), determining an employee’s official worksite; and,
- The WebTA Quick Reference Guide for Timekeepers, Telework Indicator Code.

II. APPLICABILITY

This Policy applies to all ED employees. Notwithstanding, the Office of Inspector General (OIG) determines the applicability of the Telework Program on OIG positions in accordance with OPM guidance.

III. PURPOSE

This Policy assigns responsibilities and prescribes procedural requirements for the Department’s Telework and Remote Work Program (Program). It is intended to be an innovative tool for managing an organization more effectively and increasing the productivity, morale, and retention of employees. It also supports the Department’s continuity of operations in event of weather-related issues or other emergencies.

IV. POLICY

It is the policy of ED that all eligible employees, including supervisors and managers, may be authorized to participate in the Program to the extent practical for the employee’s work unit and as long as participation does not negatively impact employee or organizational performance and meets the position and employee criteria as outlined in Section VIII of this

Policy.

As outlined in this Policy, ED employees with signed Telework/Remote Work Agreements are required to work or request leave when normal business operations cannot be carried out at the official worksite location due to weather-related or emergency situations.

Alternative Worksite locations may include:

- The designated address as outlined on the signed Telework/Remote Work Agreement; and,
- Any other location that is approved by the supervisor in advance and is equipped with standard office technology and equipment (see Section VIII for additional information) sufficient to perform assigned work in a safe and secure environment.

This Policy restricts Telework/Remote Work Arrangements to the United States and its territories and possessions. Existing Overseas Telework Arrangements may remain in effect for the duration of the signed Telework/Remote Agreement and may not be extended.

Employees who were grandfathered into a 100 percent telework/remote work agreement signed prior to May 31, 2018, remain approved for remote work.

V. DEFINITIONS

Administrative Closing: The closing of Federal offices when hazardous weather or other emergency situations dictate that a Government office(s) should be closed for a portion of a workday or the entire workday.

Alternative Worksites: Places where individuals perform official duties away from their official duty station. The worksite can be, but is not limited to, the employee's home, or another location approved in advance sufficient for the individual employee to perform his/her assigned work.

Continuity of Operations Program (COOP): An effort within individual agencies to ensure they can continue to perform Mission Essential Functions (MEFs) and Primary Mission Essential Functions (PMEFs) during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies.

Discretionary Closing: The release of employees from duty for all or part of the day at the official worksite as a discretionary benefit from management, such as closing early the day before a holiday.

ED Facility/ED Worksite: An office space utilized by ED.

Eligibility: The designation used to describe the basic criteria for participating in the Program.

Emergency/Essential Workers: Employees who conduct a range of operations and services that are typically essential to continue critical infrastructure operations.

Local Commuting Area: The geographic area that includes the population center and surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their place of employment. (See Appendix)

Official Duty Station: The city or town, county, and state in which the employee works on a regular basis. For most employees, this will be the location of the employee's official worksite. Pay is determined based on an employee's duty station. Duty Station information is located in blocks 38 and 39 of the *Notification of Personnel Action* Standard Form (SF)-50. Additional information on policies for duty station changes and telework schedule expectations can be found in Section VII.

Official Worksite: The location of record where the employee regularly performs their duties. For an employee covered by a Telework/Remote Agreement who is not required to report to the regular worksite at least twice a pay period on a regular and recurring basis, the official worksite is the address designated in their Telework/Remote Work Agreement, a satellite facility, or any other location approved by their supervisor, except in certain temporary situations. The employee's official worksite must be documented on the employee's SF-50. See Duty Station blocks 38 and 39 of the SF-50 showing the city/county and state in which the official worksite is located.

Operating Status: The notification that provides Federal employees with the daily state of government operations and procedures for Government-wide emergencies or special events that create a disruption. The operating status announcements are applicable for any emergency or special event that causes a disruption inside the "Washington Capital Beltway."

For additional information refer to the Administrative Communications System ([OM 5-102](#), *Continuity Program* for additional information.

Position of Record: The employee's official position (defined by grade, occupational series, employing agency, Law Enforcement Officer (LEO) status, and any other condition that determines coverage under a pay schedule (other than official worksite), as documented on the employee's most recent Notification of Personnel Action (SF-50 or equivalent) and current position description. A position to which an employee is temporarily detailed is not documented as a position of record.

Program Participant: An employee who has an approved Telework/Remote Work Agreement.

Reasonable Accommodation: Any change in the work environment or in the way things are customarily done that enables a qualified individual with a disability to enjoy equal employment opportunities.

The Rehabilitation Act of 1973 (Sections 501 and 504) requires that agencies provide reasonable accommodation to a qualified individual with a disability unless the agency can

demonstrate that the accommodation would impose an undue hardship to the operations of its program. For additional information see Section VII, B, or the Department's [Reasonable Accommodation Handbook](#) (OFO-O 03).

Remote work: An arrangement in which an employee is scheduled to perform work at an alternative worksite and is not expected to report to an ED worksite on a regular and recurring basis. A remote work employee is not assigned government workspace. This applies to employees working within and outside the commuting area of an ED worksite based on the locality pay table.

Routine Telework: A telework arrangement that is on an on-going regular and recurring basis. Work schedules will be consistent with work schedules policy and/or controlling agreement between ED and AFGE.

Situational (Ad-hoc) Telework: Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule. This includes emergency telework. Examples of situational telework include telework as a result of inclement weather, doctor appointment, or special work assignments.

Telework: A work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would normally work absent a Telework/Remote Work Agreement. This flexible arrangement requires the employee to physically report to their official worksite at least twice each pay period.

Telework/Remote Work Agreement: A written agreement, completed and signed by the participating employee and appropriate authorizing official(s), that outlines the terms and conditions of the telework arrangement. A signed Telework/Remote Work Agreement is required to participate in the Program.

Telework-Ready: A Program participant that: (a) is equipped with standard office technology and equipment (i.e., computer, secure Internet connection, telephone access,) sufficient to perform assigned work in a safe and secure environment at the alternate worksite; (b) has portable work that can be performed at an alternative worksite for all, or part of, the employee's regularly scheduled tour of duty for the day on which telework will be performed; and (c) has an approved Telework/Remote Work Agreement. Telework-Ready employees may be on a remote work, routine, or a situational (ad-hoc) agreement.

Unscheduled Telework: The option for a Telework-Ready (which includes having portable work that can be performed at an alternative worksite) employee to telework with prior supervisory approval when severe weather conditions or other circumstances disrupt or prevent employees from commuting or reporting to their official duty station.

VI. RESPONSIBILITIES

A. The Office of Human Resources (OHR) is responsible for the following:

- Overseeing the implementation of and providing guidance on the Program policy;
- Ensuring that annual telework reports are submitted to the Chief Human Capital Officers Council and OPM;
- Using information and data on telework to support the strategic management of human capital;
- Providing expertise and guidance to ED leadership;
- Ensuring positions are appropriately classified as telework eligible;
- Ensuring ED Job Opportunity Announcements (JOAs) reflect whether the position is eligible for telework;
- Ensuring HCPs are updated and accurate based on current applicable regulations;
- Conducting periodic evaluations of the Program to ensure compliance with this HCP and applicable regulations;
- Serving as the Telework Managing Officer;
- Evaluating the impact of the Program on the efficiency and effectiveness of work operations within organizations; and,
- Submitting telework data to OPM and other organizations upon request.

B. Principal Operating Component (POC) (Assistant Secretary/Approving Official of the POC or their designees) are responsible for:

- Determining the eligibility of all positions and employees within their respective organizations to participate in the Program, including eligibility to participate in remote work, routine and situational telework, in accordance with this policy;
- Establishing telework strategy which ensures consistency within their organization;
- Authorizing participation in the Program within their organization;
- Ensuring implementation of the Program to the fullest extent possible without adverse impact on employee or organizational performance;

- Reviewing and approving Telework/Remote Work Agreements, as appropriate;
- Maintaining a list of participants and associated telework records (e.g., agreements, trainings, and denials);
- Providing OHR with the necessary information for annual reporting;
- Ensuring that participants adhere to this policy;
- Ensuring appropriate funding and Government furnished equipment (GFE) is made available to Program participants (See Section VIII, J);
- Working with supervisors to remove any managerial, logistical, or organizational barriers to the successful implementation and maintenance of the Program;
- Determining the need to temporarily suspend the Program, within their respective organization, when operational exigencies require employees to report to their official worksite;
- Contacting the approving supervisor to discuss any incomplete forms; and,
- Collaborating with OHR to ensure POC employee SF-50s reflect the correct information.

C. Supervisors are responsible for:

- Recommending to the approving official positions, within the POC/Office head approved strategy, that are suitable and eligible for the Program;
- Ensuring applicable employees are aware of Program eligibility;
- Accepting and making recommendations to the approving official for approval or disapproval of employee requests to participate in the Program, no later than 5 working days upon receipt of the request;
- Ensuring that assigned employee bi-weekly timesheets accurately reflect telework and work schedules;
- Reviewing and recommending approval or disapproval of employee requests for changes to a Telework/Remote Work Agreements;
- Providing equitable treatment of employees when recommending approval or disapproval of employee requests to participate in the Program, requests for participation in remote work or routine and situational telework, and changes to Telework/Remote Work Agreements;

- Completing annual Supervisors Telework Training on the Program prescribed by the Department before entering into a Telework/Remote Work Agreement with employees;
- Providing equitable treatment of employees, as required by 5 U.S.C. §6503(a)(3), regardless of whether employees participate in the Program or not, in decisions which affect conditions of employment consistent with applicable law, OPM regulation, and Department policy, including, but not limited to:
 - Periodic appraisals of job performance;
 - Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and,
 - Work requirements.
- Not requiring a greater level of reporting on daily assignments/work completion from employees participating in the Telework Program than they require of non-participating employees;
- Not retaliating or otherwise taking adverse actions towards employees on the basis of their requests or decisions for participation or nonparticipation in the program;
- Discussing the Telework/Remote Work Agreement with the employee and collaborating to resolve any challenges that may occur;
- Ensuring that SF-50 forms accurately reflect the official duty station of assigned employees;
- Effectively executing supervisory management duties (performance management);
- Clearly defining and communicating work assignments and expectations to all employees and providing regular and frequent review of the work of employees to ensure they meet performance requirements;
- Effectively addressing and resolving conduct issues; and,
- Establishing and communicating the expected use of approved software, hardware, and services to foster team effectiveness, virtual office functions (e.g., virtual drop-ins and telepresence) and communications.

D. Employees are responsible for:

- Submitting a Program participation request to their supervisor;

- Completing the Program training, obtaining the certificate of training completion, and providing a copy to their first-level supervisor along with any request for Program participation consideration;
- Ensuring that their bi-weekly timesheet accurately reflects the supervisor approved telework and work schedule;
- Adhering to and operating under the provisions of an approved Telework/Remote Work Agreement, including observing hours of work in accordance with the Telework/Remote Work Agreement and established Department policies;
- Complying with OPM regulations, and Department policies for requesting approval of leave or unscheduled telework;
- Complying with all Government laws, regulations, and Department policies while working at an approved alternative worksite;
- Collaborating with their supervisor to ensure all forms are completed and accurately reflect the official worksite of assigned employee;
- Providing prompt notification to the supervisor whenever any problems arise at the approved alternative worksite which adversely affect the employee's ability to work;
- Submitting an updated Telework/Remote Work Agreement for major changes (i.e., a change in the designated telework day or change in telework location);
- Exhibiting appropriate conduct in accordance with all laws and ED policies;
- Ensuring timely engagement with supervisors, peers, and other employees and external stakeholders; and,
- Understanding how to use, and using the approved hardware, tools, software, and services, as specified by their supervisor, to ensure the efficiency of the team and provide as seamless a working experience as possible. Whenever possible, the employee shall leverage technology to provide an equivalent experience as if working from the office.

VII. DESCRIPTION OF THE PROGRAM

(See Section VI, D for specific information about employee responsibilities.)

- A. ED's Job Opportunity Announcements must reflect Program eligibility for the position. The selectee's offer letter must include Program eligibility information.
- B. Participation in the Program is voluntary, subject to approval by the supervisor, and approving official, and is available to all employees who meet the Program requirements (See Section VIII, Part A).
- C. Prior to participating in the Program, and unless waived pursuant to [5 U.S.C. §6503](#), both the employee and the employee's supervisor must each complete telework training. The employee must upload the telework training certificate to the automated system.
- D. It is important to distinguish between ordinary requests for telework and requests for telework as a reasonable accommodation for a qualified individual with a disability. For additional information on reasonable accommodations, please refer to the Department's [Reasonable Accommodation Handbook](#). (OFO-O 03)
- E. The Program is not intended to serve as a substitute for childcare, daycare, elder care, or any other type of dependent care.
- F. Employees approved to participate in the Program may telework to the extent practicable for the employee's work unit, subject to the supervisor's approval.
- G. Duty station: An employee's official worksite is normally the location of an employee's position of record where the employee regularly performs their duties. However, if an employee is not scheduled to report to an ED Facility at least twice each pay period on a regular and recurring basis, then the remote worksite is the official duty station and the employee's pay must be based on the locality pay applicable to the remote work site.
 - 1. All pay, leave, and travel entitlements will be based on the employee's official duty station.
 - 2. In circumstances where the official duty station is reassigned to an alternative worksite, trips are "official business," and the employee is entitled to travel reimbursement.
- H. The Program options are:
 - 1. Telework
 - a. Routine Telework: The employee works on an on-going regular and recurring basis

from home or an alternative worksite one or more days per week and has an ED worksite as a duty location. Supervisors may initiate or approve changes to routine telework to meet ED's operational or an employee's needs. Pursuant to 5 CFR §531.605(d)(2)(4), participants must, at a minimum, physically report into the official ED worksite twice each pay period in order to maintain the locality pay of the official ED worksite. This requirement, subject to the supervisor's approval, can be met by reporting to the worksite one day per week or twice in one week of a pay period.

Employees with this type of telework schedule may be required to report to their duty location on an as needed basis, as determined by the Department.

Example: The employee teleworks four (4) days per week and reports to their official worksite (Atlanta Regional office) one (1) day per week resulting in two days per pay period at the official worksite.

- b. Situational (Ad-hoc) Telework: Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule. This includes emergency telework.

Example: The employee requests to telework as a result of inclement weather, medical appointment, or special work assignments.

2. Remote Work

Remote Work: The employee works 100 percent from their home or alternative worksite and is not required to report to an ED worksite. Since the employee does not report to an ED worksite at least twice a pay period, the employee's official worksite is their official duty station and their locality pay may be impacted.

Example 1: The employee's official worksite/duty location is Washington, D.C., and they submit a request for remote work from their home in Miami, Florida. If the employee is approved for remote work, their duty location must change to Miami, Florida. Their locality pay will be impacted. Transportation expenses in and around the official worksite, which do not include expenses for travel to the agency worksite, may be reimbursed as a local travel expense in accordance with the ED's Directive on travel (see Handbook for Travel, OCIO 16) and the controlling agreement between ED and AFGE. Temporary duty (TDY) travel away from the official worksite (i.e., more than 50 miles away) must be authorized in accordance with the Federal Travel Regulations (FTR).

Example 2: The agency worksite is a location in Washington, DC, which is in the Washington-Baltimore locality pay area. The employee's official worksite under remote work is at the employee's residence in Urbana, MD (in Frederick County, MD), which is also in the Washington-Baltimore locality pay area and, for the purposes of this example, the agency has established a 50-mile official station radius for local travel reimbursement. The agency worksite in Washington, DC, is within the 50-mile official station radius for Urbana, MD.

Locality pay: Since the employee does not report to the agency worksite at least twice each pay period on a regular and recurring basis, the employee's official worksite for locality pay purposes is in Urbana, MD. (See 5 CFR §531.605(d)(3).) The agency must document this worksite as the employee's "duty station" on an SF-50, and the employee will receive the locality rate associated with the Washington-Baltimore locality pay area. (see 5 CFR §531.605(a)(3))

Travel reimbursement: Transportation expenses in and around the Urbana, MD worksite, which include expenses for travel to the ED worksite, may be reimbursed as a local travel expense in accordance with agency policy and the controlling agreement between ED and AFG. Temporary duty (TDY) travel away from the Urbana, MD worksite (i.e., more than 50 miles away) must be authorized in accordance with the FTR. Eligibility for per diem is based on FTR §301-11.1.

- I. After the POC makes the positional eligibility determination to participate in the Program, pursuant to Section VI(B), employees should submit a written request to their supervisor of their intention to change their official worksite/alternative worksite/duty station. This request should be followed by an official request via their Telework/Remote Work Agreement. An appropriate personnel action must be processed by OHR before the employee changes their official worksite /alternative worksite/ duty station if there is a locality pay change. If there is no locality pay change, the employee must update their Telework/Remote Work Agreement to document the new address as the official worksite /alternative worksite. A supervisor will approve or deny a request to change an official worksite/duty station in writing, and if applicable, submit approved requests to OHR, within ten (10) work days prior to the effective date related to the request. Supervisors may not unreasonably deny a request. If the request is denied, the supervisor must provide the reasons why the position did not meet the requirements in Section VIII(A)(1) and/or the employee did not meet the eligibility criteria in Section VIII(A)(2), in writing.
- J. Management shall make the determination in writing for the telework schedule based on the nature of the work and the ability to complete the work virtually or the necessity for ED worksite presence.
Any disputes regarding the telework schedule determination can be brought forward via the appropriate grievance process.
- K. Telework and Alternative Work Schedules (AWS)
 1. Program participants, with supervisor approval, may participate in AWS.
 2. Employees participating in Routine Telework and an AWS must work from an ED worksite location a minimum of twice each pay period.
For example, an employee on a 5-4-9 compressed work schedule (CWS) in combination with a Routine Telework/Remote Work Agreement may have the following schedule:
Week 1: The employee teleworks four days and reports to the official worksite on the fifth day; and **Week 2:** The employee teleworks three days, reports to the official worksite on

the fourth day; and has the fifth day off.

Likewise, an employee on a 4/10 CWS in combination with a Routine Telework/Remote Work Agreement may telework three days and report to the official worksite on the fourth day of each week.

For information regarding Work Schedules refer to [HCP 610-3](#).

- L. Part-time employees may participate in the Program. For information regarding the Part-time Employment Program refer to [HCP 340-1](#).
- M. All Program participants are required to telework on the day(s) when OPM declares or announces that Federal offices are closed due to an emergency and telework-ready employees must follow their agency's policies. If a Program participant is not Telework-Ready (see Definition of Telework-Ready) on a day that Federal Offices are closed, the Program participant must request leave.
- N. Employees who perform scheduled or unscheduled telework shall start and complete their normal workday without regard to OPM or Federal Executive Board announcements of delayed opening, early departure, or immediate departure after the workday has begun.
- O. The Telework/Remote Work Agreement may be terminated or altered by an employee's supervisor if the employee no longer meets the required criteria. (see Section VIII, B.3.a for additional information.)
- P. A Telework/Remote Work Agreement, a Technology Assessment Worksheet, completion of Program training, and an Employee Self- Certification Safety Checklist, are required for all employees in the Program, regardless of whether it is routine, situational (ad-hoc), or remote work.
- Q. Employees with approved Telework/Remote Work Agreements must obtain written approval from their supervisors prior to temporarily working from an alternative worksite other than the designated and pre-approved alternative worksite.
- R. For changes in-worksites expected to last fewer than sixty (60) calendar days, employees must send an email or written request to their supervisor notifying them of the temporary change. The requirement for teleworking employees to physically report into the official ED worksite twice each pay period still applies.

For changes expected to last more than 60 calendar days, employees must revise the Telework/Remote Work Agreement to reflect the new worksite.

- S. Employees must have an approved Telework/Remote Work Agreement in place to telework when an "unscheduled telework" option is offered by OPM. Additionally, the employee must have sufficient work to perform remotely. "Unscheduled telework" must be approved by the supervisor, preferably in advance, or as soon as feasible.

- T. Participation in the Program is a benefit and a privilege, not a right, even if the employee's position is considered "eligible" by OPM and Department standards.
- U. The supervisor must consider the request and make recommendations to the approving official for approval or disapproval of the employee's request to participate in the Program no later than 10 working days from the date of receipt of the request. If the request is denied, the supervisor must provide, in writing, the requirement in Section VIII.A that serves as the basis for the denial and provide appropriate grievance process rights.
- V. Departmental policies on tour of duty, work schedules, and leave apply to all employees participating in the Program. The supervisor must approve the employee's work schedule, including the days and times that the employee will work at the official worksite (where applicable) and at the alternative worksite.

The approval will be consistent with the requirements of the specific organization, Department policies, regulations, and Government-wide policy.

- W. The provisions for working extra hours while an employee is at an official worksite also apply to an employee who is on a Telework/Remote Work Agreement. Employees may only work extra hours if they receive prior approval from their supervisors.
- X. As part of contingency planning, in the event of a pandemic or other emergency, all managers and supervisors will ensure that employees who have been designated as "emergency/essential" have approved Telework/Remote Work Agreements in place.

The Telework/Remote Work Agreement will be annotated to be activated only during a Nationally declared emergency or an emergency which requires activation of the COOP or BCP. Supervisors should perform periodic "dry run tests" with "emergency/essential" employees working at the alternative worksites, prior to an emergency situation, to ensure effective working conditions and communications.

Employees identified as "back-up" to emergency/essential employees should also have approved Telework/Remote Work Agreements in place, which will be activated only during a declared emergency. All supervisors and employees, including those who are participating in the Program, must adhere to all of the guidance contained in both this and the COOP which can found at Departmental Directive, [OM: 5-102, Continuity Program](#).

During any period that the Department is operating under the COOP, the COOP shall supersede this policy.

VIII. PROGRAM REQUIREMENTS/GUIDELINES

A. APPROVAL CRITERIA

The decision to approve the employee's request to participate in the Program will be

made by the approving official or designee and the supervisor, based upon the following criteria:

1. POSITION CRITERIA

- a. Whether a position is suitable for the Program depends on the specific job duties. The job title, type of appointment, work schedule, or grade are not factors in determining if a position is suitable for the Program. Employees in supervisory or managerial positions are eligible to participate in the Program as long as they meet the position and employee eligibility criteria.
- b. A position is suitable for the Program, if:
 - 1) Work activities are portable and can be performed effectively outside the office;
 - 2) Job assignments are easily quantifiable or primarily project oriented;
 - 3) Contact with other employees and customers is predictable;
 - 4) In person contact is limited or not required;
 - 5) The technology needed to effectively perform the job off-site is available;
 - 6) Cyclical work does not present a problem (Note: Employees may be requested or required (where applicable) to work at an ED worksite to assist workload increases.) (see Section VIII.B.2.a for additional information); and,
 - 7) Privacy Act concerns can be adequately addressed.
- c. A position may NOT be suitable for the Program if:
 - 1) The position requires daily face-to-face contact with the supervisor, other employees/peers, customers/stakeholders, or the public;
 - 2) The employee's position requires in person security or facilities management work;
 - 3) The position requires handling directly, on a daily basis, classified materials that cannot be transmitted over the internet or taken out of the office without risk of breach; or,
 - 4) The position requires the usage of any special facilities or equipment that are deemed necessary to perform the job.

2. EMPLOYEE ELIGIBILITY CRITERIA

The following characteristics will help determine an employee's eligibility for participation in the Program:

- a. The employee has NOT been disciplined for being absent without permission for more than five (5) days in any calendar year (January 1–December 31) (5 U.S.C. §6502(a)(2)(A)).
- b. The employee has NOT been disciplined for violations of subpart G (“Misuse of Position”) of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- c. The employee is NOT on a leave restriction at the time of the request for eligibility.
- d. The employee can satisfy the alternative worksite requirements.

Note: For all specific telework requirements, please refer to [5 U.S.C. §§6502\(a\), \(b\)](#).

B. TELEWORK/REMOTE WORK AGREEMENTS

1. GENERAL

- a. The Telework/Remote Work Agreement is a written agreement between the employee and the supervisor requiring each to adhere to applicable guidelines and policies. Once submitted for approval, the Telework/Remote Work Agreement constitutes a request to participate in the Program. Employees are not authorized to telework until the Program training has been completed, and the Telework/Remote Work Agreement is approved.
- b. The Telework/Remote Work Agreement will cover items such as: the voluntary nature of the arrangement; length of the telework assignment; whether it is a remote work, routine, or situational agreement; hours and days of duty at each worksite; responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time; performance expectations; proper use and safeguarding of Government property and records; standards of conduct; and, completion of required Program evaluation materials.
- c. Prior to participating in the Program, the employee must complete: the automated Telework/Remote Work Agreement, including the Telework/Remote Work Schedule; the Technology Assessment Worksheet; and the Employee Self-certification Safety checklist.
- d. The Department shall renew Telework/Remote Work Agreements unless the conditions outlined in Section VIII(B)(2) and (3) arise.

2. CHANGES TO TELEWORK/REMOTE WORK AGREEMENT

- a. If an employee (within the local commuting area of an ED worksite) is required to report to the ED worksite for a finite pre-determined period, the supervisor will provide the Program participant with at least 5 business days advance notice.
- b. If the employee is a remote worker, and they are not within the local commuting area of an ED worksite, the supervisor will provide the employee with at least 15 business days advance notice.

Items to take into consideration include traveling distance, caregiving responsibilities, and mode of transportation. Program participants and supervisors must discuss these items in advance as in some cases there may not be sufficient time for the employee to report to the ED worksite. In circumstances where unforeseen mission necessity exists, less notice may be provided within reason. Upon receipt of notice, employees will take reasonable efforts to report to the ED worksite. If it is not practicable for the employee to report to the ED worksite, the employee may not be required to report.

- c. A teleworker may request to telework on an alternate day when the teleworker is required to report to the ED worksite on a regularly scheduled telework day.
- d. When a Program participant is required to work at an ED worksite (for example, to attend an on-site meeting), the employee should plan to be in the office for the entire workday.
- e. Ad-hoc requests by the employee to change their scheduled telework day in a particular week or pay period must be submitted in writing to, and approved in advance, by the supervisor.
- f. Ad-hoc requests to telework on an as needed basis (such as on an occasional, one-time, or irregular day that is separate from any regularly scheduled telework) must be submitted in writing to, and approved in advance by, the supervisor.
- g. A permanent change in the telework arrangement requires a revised Telework/Remote Work Agreement and Program approval. The changes should be completed as soon as feasible.

For example, if the employee currently has a routine telework day on Monday but now wants to permanently change that schedule to a routine telework day on Thursday, this change will require a new Telework/Remote Work Agreement.

- h. If a new supervisor is assigned, a review of assigned employee Telework/Remote Work Agreements must be conducted, and Telework/Remote Work Agreements may be revised in the event that the new supervisor determines current Program participation impacts the needs of the organization.

If this occurs, the new supervisor must provide written reasoning, pursuant to Section VIII(A), for the change to the employee's Telework/Remote Work agreement. ED will fulfill all Labor obligations prior to implementing any change.

- i. Telework and remote work arrangements must be consistent with the management needs of the position and organization. Consequently, Program participation is contingent on position eligibility.

When an employee changes positions within ED, there is no automatic transfer of Program participation.

3. TERMINATION OF TELEWORK/REMOTE WORK AGREEMENTS

Supervisors and managers will counsel employees regarding potential/perceived Program violations. Employees should work with their supervisors to effectively address/resolve any issues as soon as possible.

- a. An employee can terminate their Telework/Remote Work Agreement at any time. In the event that the employee elects to terminate their Telework/Remote Work Agreement, the request for termination is effective the pay period following the submission of the Program termination request. Upon termination of the Telework/Remote Work Agreement, the employee will be eligible to reapply to the Program.
- b. When a manager decides to terminate a Telework/Remote Work Agreement consistent with POC determined position eligibility, a manager must be able to document and demonstrate the employee's conduct violates the requirements established in the Telework Enhancement Act or ED policy and thus results in ineligibility for the Program. ED will fulfill appropriate Labor obligations prior to implementing any change.
- c. Managers will make a bona fide effort to counsel employees about specific problems before cancelling an employee's participation in Telework. In most instances, the supervisor or employee should provide 30 calendar days advance written notice of Program participation changes. As a general rule, a manager should provide official notice to the employee before termination of a Telework Agreement. The notice should:
 - 1) Be in writing;
 - 2) Provide an explanation;

- 3) Include an effective date;
 - 4) Follow agency policies, procedures, and labor agreements for denial/termination of telework requests; and,
 - 5) Include any appeals/grievance procedures available to the employee.
- d. An employee may reapply to participate in the Program once the conditions outlined in Section VIII(3)(b) have concluded.

C. TIME AND ATTENDANCE

1. GENERAL

- a. For purposes of documenting time and attendance:

- 1) Program participants work schedules must be validated by the end of the pay period.
- 2) If the Government is open and OPM announces that employees have the option to take “unscheduled leave” or “unscheduled telework,” each Program participant must notify their supervisor prior to performing unscheduled telework or using unscheduled leave.
- 3) Managers and Supervisors cannot require Program participants to participate in unscheduled telework and may also deny the request for unscheduled telework or unscheduled leave based on the needs of the office.
- 4) Any unscheduled telework declared by OPM or as an integral part of ED’s plans for COOP and Business Continuity Plan (BCP) will not count against the routine scheduled telework workday that an employee will have for that particular week.

2. LEAVE

- a. Annual leave, sick leave, or leave without pay shall be requested and approved in accordance with existing laws and regulations, and Departmental policies.
- b. Telework and/or Remote Work are not replacements for childcare or, elder care. Employees who have care responsibilities should examine all work hours flexibilities so that work responsibilities and caregiving responsibilities may both be addressed. Employees will be required to utilize leave if the employee is unable to successfully meet work responsibilities due to their care responsibilities.
- c. In the event that a Program participant is on pre-approved paid leave or have notified their supervisor of their intent to use unscheduled leave on a day when OPM declares that federal offices are closed due to weather-related issues or emergency circumstances, the Program participant will be charged leave

accordingly. However, there may be instances that warrant a change in leave status (e.g., employee is scheduled to use sick leave for a medical appointment and appointment is canceled, employee has scheduled annual leave but is a Program participant, is Telework-Ready, and agrees to perform telework in lieu of the scheduled leave).

3. CERTIFICATION AND OVERSIGHT OF TIME AND ATTENDANCE

- a. Proper monitoring and certification of employee work time are critical to the success of the Program. Supervisors must require employees to use the correct Program Indicator codes when recording time and attendance.
- b. Employees on Telework/Remote Work Agreements must report their work hours with the appropriate Program Indicator Code in WebTA or the current time and attendance reporting system. (Refer to WebTA or the current time and attendance reporting system for additional information for a listing of the Program codes.)

4. ADMINISTRATIVE LEAVE, DISMISSALS, DELAYED ARRIVAL, AND EMERGENCY CLOSINGS

- a. During an OPM-declared emergency situation, such as closing due to severe weather, Program participants are required to work or use leave for any period during which work is not performed.
- b. If a Program participant does not meet the definition of Telework-Ready (i.e., (a) a current, written Telework/Remote Work Agreement in place; (b) possesses the appropriate equipment (i.e., computer, Internet connection, and telephone access) at the alternate worksite, and (c) has portable work that can be performed at an alternative worksite for all, or part of, the employee's regularly scheduled tour of duty for the day), and the employee is not a Remote Worker, the employee must take leave for all or any portion of the day the employee ceases to be Telework-Ready.
- c. If for any reason beyond the employee's control (such as a power failure, network failure, or natural disaster), they cannot perform work at home or at an approved telework or remote work location, the supervisor will grant administrative leave, consistent with Department Leave policy (HCP 630-1) or the controlling agreement with AFGE.
 - 1) If management announces a discretionary closing, employees who are teleworking or remote working on the day of a discretionary closing are considered on duty and will receive the same discretionary benefit as employees who reported to their official worksite.
- d. For information regarding the use of Leave see [HCP 630-1, Leave Administration](#)

5. PAY FOR TELEWORK

- a. Employees who perform work (including telework) during their regular tour of duty on a day when the building is closed (or when other employees are dismissed early) are NOT entitled to receive overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled non-overtime hours. (For additional information refer to HCP 550-3, Premium Pay.)
- b. Employees are in a pay status while working at an alternative worksite. If the employee works overtime, credit hours, or compensatory time that has been approved in advance, he or she will be compensated in accordance with applicable law, OPM regulation, and Department policy.

6. TELEWORK IN EMERGENCY SITUATIONS

- a. If a disruption in government operations requires activation of the COOP or a POC's BCP, employees designated as "emergency employees" will work in accordance with those plans.
- b. In emergency situations, Washington, D.C., area employees should follow OPM operating status announcements and any additional agency-specific procedures when an emergency occurs. For ED building specific emergencies, notifications will be sent via email and by contacting the 866-I-AM-OK-ED line.

When regional offices are affected by a Government-wide emergency, each regional office's Designated Safety Official, or their representative, will make the decision regarding operating status. (For additional information, refer to the Departmental Directive [OFO-O: 2-104, Occupant Emergency Organizations and Plans.](#))

D. FAIR LABOR STANDARDS ACT (FLSA)

The existing rules under [5 U.S.C. §5542](#) and the FLSA that govern overtime also apply to employees working under a Telework and Remote Work arrangement. However, employees must seek pre-approval for any overtime consistent with the Department's policies and procedures for overtime. (For additional information refer to [HCP 550-3, Premium Pay.](#))

E. INJURIES, CONTINUATION OF PAY AND WORKERS' COMPENSATION

Program participants are covered by the Federal Employees Compensation Act, ("Workers' Compensation") for continuation of pay or workers compensation for on-the-job injury or occupational illness while they are teleworking or remote working.

F. REASONABLE ACCOMMODATION

1. When an employee requests that they be allowed to telework as an accommodation for their disability, this request will be evaluated by the employee's immediate

supervisor as a reasonable accommodation request, not as a regular telework request.

2. Any employee seeking to request telework as a reasonable accommodation should follow the procedures in the Handbook for Reasonable Accommodations.
3. The immediate supervisor will follow the Department's reasonable accommodation procedures to make a decision to grant or deny the request. Please see the Department's Reasonable Accommodation Handbook for information on how to request a reasonable accommodation.
4. All employees with any reasonable accommodations shall be provided with all of their approved accommodations.

G. SPECIAL SALARY RATE

The employee's official duty station serves as the basis for determining special salary rates.

H. PREMIUM PAY

The normal rules apply for night differentials, Sunday, and holiday pay whether work is accomplished at the official worksite or alternative worksite. Official work schedules determine the entitlement to premium pay.

I. FACILITIES LOGISTICS

1. HOME/ALTERNATIVE WORKSITE OFFICE SPACE

- a. Employees workstation for performance at the alternative worksite. Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, an employee must be able to communicate by telephone and by email (with computer equipment as noted in section I.2. below) with the supervisor and other employees during the telework day and have access to broadband internet at the alternative worksite.
- b. Failure to maintain a safe work environment in accordance with these provisions is grounds for terminating participation in the Program.

2. UTILITY EXPENSES

The Department will not pay utility costs associated with working from home or another alternative worksite, including the costs of broadband internet and telephone service.

3. ASSIGNED ED WORKSTATION

- a. Employees who report to an ED facility two days per pay period or more will have a designated, and fully functional workspace.
- b. Employees who are approved to participate in remote work will be provided with an fully functional, individual, workspace at an ED facility for the employee's use on day(s) that the employee must report to an ED facility.
- c. If sufficient workstations exist, employees may retain their assigned workstation to increase efficiency for the work unit. Employees with assigned workstations who will no longer have assigned workstations pursuant to this Program will be provided with a minimum of 30 working days to remove and/or relocate items in their assigned workstation.

J. TELECOMMUNICATIONS AND EQUIPMENT

1. TELEPHONES

The Department will not be responsible for ensuring employees are telework ready (i.e., secure Internet connection and telephone access.).

The payment of funds for telework equipment will be permitted if the budget allows for such.

2. COMPUTERS, GOVERNMENT-OWNED OR ACQUIRED EQUIPMENT, ETC.

Government-owned or government-acquired property, including computers, software, and other telecommunications equipment, should be used by employees at their alternative worksites. Employees must comply with all Departmental Office of the Chief Information Officer (OCIO) policies.

- a. OCIO will ensure ED employees have adequate IT equipment (laptops and software) to perform telework and remote work and will communicate with POCs regarding budgetary information.¹
- b. Employees and supervisors must identify any materials necessary to complete work assignments at the alternative worksite and ensure the participating employee has access to those items.
- c. Program participants do not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Department as provided for by law or implementing regulations.

¹ POCs may submit requests for additional IT equipment such as GFE mobile phones or Wi-Fi. To facilitate the provision of off-site technical assistance for Government-owned equipment and software, POCs are urged to supply employees with laptops, software, wifi devices, and communications software, that is compatible with and comparable to that used in the office worksite.

K. COMPUTER SECURITY REQUIREMENTS

1. HARDWARE/SOFTWARE

Only hardware/software configurations approved by the Federal Government and authorized by an approving official for the alternative worksite shall be installed on government-owned property. If the employee is using government-owned property, under no circumstances should the employee be allowed to add non-Government owned or unauthorized hardware or software to the home worksite station. For additional information refer to the Administrative Communication System: [OCIO: 3-110, *Software Asset Management and Acquisition Policy*](#).

2. SECURITY COMPLIANCE

Program participants must comply with organizational security procedures and ensure adequate security measures are in place to protect any government-furnished equipment or information/data from being damaged, stolen, or accessed by unauthorized individuals. Employees must ensure compliance with reporting requirement of security incidents, such as theft or loss of information/GFE equipment and, malware/ransomware.

For additional security requirements regarding telework and use of personal electronic devices, contact the Information Assurance Services (IAS) Policy and Planning Team.

L. PRIVACY ACT AND SENSITIVE DATA

1. DISCLOSURE

Program participants must ensure that records subject to the Privacy Act of 1974 and other sensitive data are not disclosed or exposed to anyone except those who possess authority to access such information in order to perform their duties.

2. ACCESS

Access to sensitive materials must be consistent with regulations on Production or Disclosure of Information or Materials (34 C.F.R. Parts 5 and 5b, the Privacy Act of 1974, 5 U.S.C. §552a, and the Freedom of Information Act, 5 U.S.C. §552)

M. TAX BENEFITS

Generally, an employee who uses a portion of their home for telework or remote work does not qualify for any Federal tax deductions. However, employees should consult their tax advisors or the Internal Revenue Service for information on tax laws and interpretations that address their specific circumstances.

For additional information on the Program, please visit the Program web page on the connectED website.

For information on the Government Telework guidance, please see the [OPM website](#).

APPENDIX

The Appendix provides guidance on the local commuting area for each ED facility and should be used as a guide in determining whether an employee’s duty location is within, or outside of, the local commuting area of an ED facility.

ED Facility Location	Counties within the Local Commuting Area*
Boston, MA	Norfolk County, MA; Plymouth County, MA; Suffolk County, MA; Middlesex County, MA; Essex County, MA; Rockingham County, NH; Strafford County, NH; Worcester County, MA; Windham County, CN; Bristol County, MA; Bristol County, RI; Kent County, RI; Newport County, RI; Providence County, RI; Washington County, RI; Merrimack County, NH; Belknap County, NH; Hillsborough County, NH; Barnstable County, MA
New York, NY	Bergen County, NJ; Essex County, NJ; Hudson County, NJ; Hunterdon County, NJ; Middlesex, NJ; Monmouth County, NJ; Morris County, NJ; Ocean County, NJ; Passaic County, NJ; Sussex County, NJ; Union County, NJ; Somerset County, NJ; Bronx County, NY; Dutchess County, NY; Kings County, NY; New York County, NY; Orange County, NY; Putnam County, NY; Queens County, NY; Richmond County, NY; Rockland County, NY; Westchester County, NY; Suffolk County; Nassau County; Pike County, PA
Philadelphia, PA	Burlington County, NJ; Camden County, NJ; Gloucester County, NJ; Salem County, NJ; Bucks County, PA; Chester County, PA; Delaware County, PA; Montgomery County, PA; New Castle County, DE; Cecil County, MD; Philadelphia County/City. PA
Atlanta, GA	Barrow County, GA; Bartow County, GA; Butts County, GA; Carroll County, GA; Cherokee County, GA; Clayton County, GA; Cobb County, GA; Coweta County, GA; Dawson County, GA DeKalb County, GA; Douglas County, GA; Fayette County, GA Forsyth County, GA; Fulton County, GA; Gwinnett County, GA Haralson County, GA; Heard County, GA; Henry County, GA Jasper County, GA; Lamar County, GA; Meriwether County, GA Morgan County, GA; Newton County, GA; Paulding County,

	GA Pickens County, GA; Pike County, GA; Rockdale County, GA Spalding County, GA; Walton County, GA
Chicago, IL	Cook County, IL; DeKalb County, IL; DuPage County, IL; Grundy County, IL; Kane County, IL; Kendall County, IL; Lake County, IL McHenry County, IL; Will County, IL; Jasper County, IN; Lake County, IN; Newton County, IN; Porter County, IN; Kenosha County, WI
Cleveland, OH	Cuyahoga County, OH; Geauga County, OH; Lake County, OH; Lorain County, OH; Medina County, OH
Kansas City, MO	Bates County, MO; Caldwell County, MO; Cass County, MO Clay County, MO; Clinton County, MO; Jackson County, MO; Johnson County, KS; Leavenworth County, KS; Linn County, KS; Lafayette County, MO; Miami County, KS; Platte County, MO; Ray County, MO; Wyandotte County, KS
Dallas, TX	Collin County, TX; Dallas County, TX; Denton County, TX; Ellis County, TX; Hood County, TX; Hunt County, TX; Johnson County, TX; Kaufman County, TX; Parker County, TX; Rockwall County, TX; Somervell County, TX; Tarrant County, TX; Wise County, TX
Denver, CO	Adams County, CO; Arapahoe County, Co; Broomfield County/city, CO; Clear Creek County, CO; Denver County/city, CO; Douglas County, CO; Elbert County, CO; Gilpin County, CO; Jefferson County, CO; Park County, CO
San Francisco, CA	Alameda County, CA; Contra Costa County, CA; Marin County, CA; San Francisco County/city, CA; San Mateo County, CA
Seattle, WA	King County, WA; Pierce County, WA; Snohomish County, WA
Washington, D.C.	Arlington County, VA; Clarke County, VA; Culpeper County, VA; Fairfax County, VA; Fauquier County, VA; Loudoun County, VA; Prince William County, VA; Rappahannock County, VA Spotsylvania County, VA; Stafford County, VA; Warren County, VA Alexandria City, VA; Fairfax City, VA; Falls Church City, VA

	Fredericksburg City, VA; Manassas City, VA; Manassas Park City, VA; Frederick, MD; Howard County, MD; Montgomery County, MD; Prince George's County, MD; Calvert County, MD; Charles County, MD; Jefferson County, VA; District of Columbia; Jefferson County, WVA
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MEMORANDUM OF UNDERSTANDING

The following constitutes an agreement between the Department of Education ("Agency") and the American Federation of Government Employees, AFL-CIO ("AFGE") on the Agency's Telework and Remote Work Program Policy

- I. AFGE and the Agency agree that telework offers many benefits that include but are not limited to improved employee productivity, lower absenteeism, reduced need for office space, and improved morale. Telework is a versatile approach to managing Federal human capital costs and improving employee quality of life. By use of Telework, the Agency has the ability to increase employee retention and help meet Agency quality, e-Government, production, and efficiency targets for several years. The Telework initiatives also help the Agency fulfill Continuity of Operations (COOP) planning requirements for Federal Agencies.
2. The Principal Office Component (POC) will make position eligibility determinations for Telework and Remote Work Program eligibility for all positions at within the POC, and the Supervisors will notify employees of their eligibility determination in writing. If a bargaining unit position is deemed as ineligible, the Employer will also notify the Union of this eligibility determination. POCs or equivalent offices will work with supervisors and the Union to remove managerial, logistical, organizational, or other barriers to complete implementation and successful functioning. Supervisors will implement the telework and remote work Program in their organization to the fullest extent possible.
3. The Agency will fulfill appropriate Labor obligations prior to implementing any change in telework policy or telework program for any employee or groups of employees.
4. In developing or modifying the telework policy, the Agency will provide the union with the opportunity for pre-decisional involvement.
5.
 - a. Employees within the commuting area who have requested and been approved to be on remote work agreements may take office supplies and equipment from their Principal Office Component workstation such as their monitor, keyboard, mouse, and office chair. If retrieving equipment from office space is not feasible for an employee outside the commuting area, the employee may request supplies and equipment be shipped at the Department's expense.
 - b. On a quarterly basis, ED will provide basic office supplies to employees who work remotely (e.g. staples, note pads, pens, paper clips, binder clips, highlighters, Post-It notes, file folders, and accordion files), as needed.
 - c. Also, ED will provide reliable software phonedlines and headset that will allow employees to effectively carry out ED business for employees who telework or work remotely who do not have a government cell phone and are required to have frequent calls with external customers.
 - d. Program participants do not relinquish any entitlement to submit reimbursement claims for appropriately authorized expenses incurred while conducting business for the Department as submitted through an OF-1164 and contingent upon Departmental budget. Examples of

appropriately authorized expenses incurred during or after March 2020 until program implementation include but are not limited to office chairs; home internet upgrades; desks; printers; printer ink; monitors, and desk lamps, with appropriate documentation.

A telework-ready employee has completed the required telework training, has an approved Telework Agreement in place, and has the required work equipment listed in the Technology Assessment Worksheet to perform duties at the approved alternate worksite. After implementation of the ED Telework and Remote Work Program for bargaining unit employees, if a bargaining unit employee needs work equipment, they should first submit a written request to their Supervisor. If ED cannot provide the work equipment, employees can then submit their claim for reimbursement through an OF-1164.

e. Employee requests, under this section, will not be unreasonably denied.

6. The Parties will begin negotiations on the Department of Education Work Schedules Policy the week of November 8, 2021.

ED bargaining unit employees will continue to be offered expanded core hours, to include maxi-flex, until the parties reach an agreement on the new ED Work Schedule Policy. The below chart outlines expanded core hours options and basic rules for their application.

Basic Workweek	12:00 am - 11:59 pm, Monday through Saturday
Core Hours	6:00 am - 11:30 am; OR 9:30 am - 3:00 pm; OR 12:30 pm - 6:00 pm
Credit Hours	No daily limitation May be earned between 12:00 am to 11:59 pm, Sunday through Saturday No change to twenty-four (24) credit hour maximum carryover limitation
Minimum Weekly Workdays	No minimum number of workdays in a workweek under some Flexible Work Schedules

7. The terms agreed upon for the negotiation of the Work Schedules Policy will serve as the language to address this matter in this mediation and any other negotiation/agreement, to include the Return to the Workplace Plan.

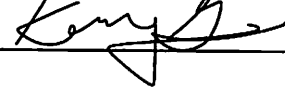
For AFGE



Cathie McQuiston

Date: 10/15/21

For the Department of Education



Date: 10/15/21

Department of Energy
Supplemental Documents

Department of Energy
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL

January 26, 2024

(1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

Prior to re-entry in March 2022, Departmental Elements (DE) completed a position-by-position analysis to determine how duties can be executed to best accomplish mission to resume normal operations. Based on the assessment, DOE employees entered into new tele/remote work agreements as part of re-entry.

This past June, a DOE review of all telework agreements found employees in the National Capital Region are scheduled to be onsite more than 50 percent of the time on average, and DOE employees in the field are scheduled to be onsite almost 60 percent of the time. Based on these existing agreements, DEs are retaining their existing approach to manage tele/remote work agreements focusing on optimizing the hybrid work environment and compliance. Current time and attendance data also reflects telework employees reporting on-site 54-59 percent of the time.

This past fall, DEs developed Work Environment Plans (WEP) that evaluated how their organization has operated since re-entry and considered additional best practices for successfully operating in a hybrid work environment, including meaningful in-person work, strong organizational health and mission accomplishment. The 40 DE plans were evaluated by the Secretary's office and based on this review, the Department plans to issue a memo to DEs reiterating expectations previously communicated last August by the Secretary. The memo, expected to be release in early February, impresses upon the importance that supervisors ensure employees to report to work consistent with their current telework agreement. The message also conveys that many positions will require levels higher of in-person work based on the type of duties, however the default assumption for position designations is to have an onsite presence of no less than 4 days a pay period. Supervisors may adjust the in-office days based on the duties and business requirements. Finally, the memo reiterates the need for strong metrics for organizational performance that will be monitored. DEs will also update their WEPs each year.

DOE will also launch a new automated DOE-wide tele/remote work system that will roll out in February. Supervisors will reassess position designations based on their WEP which factored in lessons learned since re-entry, mission requirements, and the need to ensure the long-term health of organizations. New telework agreements will be put in place based on this assessment. In general, telework agreements will be updated by the end of April, although exact timing will depend on whether there are any grievances filed by the labor union.

(2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

DOE has one governing policy that outlines telework and remote work requirements which has been clearly communicated in multiple ways including directly by the Secretary. DOE updated this policy in October 2023 to reflect the most recent guidance. Following DOE's overarching policy, the DEs are responsible for and best positioned to determine if a position is not telework eligible or can support telework or remote work (i.e., position designations). DOE's telework policy is consistent with OPM regulations regarding the twice a pay period reporting requirement for telework positions. This policy also elevated the decision for positions to be designated as remote to the Head of the Departmental Element or their designee. DOE's telework policy provides flexibility to the DEs to determine what works best to accomplish their mission.

(3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

The Secretary's 2023 August message to the workforce reiterated that employees must report to work consistent with their current telework agreement. Supervisors are expected to hold their employees accountable accordingly. DEs have been provided guidance and training on the procedure for reporting telework hours and communicated this information to their employees and timekeepers. This will again be reiterated in the forthcoming memo to be issued in February.

Additionally, launch of the electronic tele/remote work system will enable more efficient tracking of agreements. Additionally, the CFO is examining systems to ensure DOE can more accurately track and monitor time and attendance data.

WORK ENVIRONMENT IMPLEMENTATION DATA CALL

May 31, 2024

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).**

As previously reported in DOE's January 2024 WEP update, the Deputy Secretary issued a memorandum to the Heads of Departmental Elements (HDEs) in February that reiterated expectations previously communicated by the Secretary in August 2023. Concurrently, DOE launched its new automated DOE-wide tele/remote work system.

- (2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.**

No changes.

- (3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.**

Consistent with the Secretary's 2023 August, the February 2024 Deputy Secretary's memorandum reiterated the importance of employees reporting onsite consistent with their telework agreement, and to code attendance accurately in the timecards. The memorandum directed HDEs to ensure their employees are adhering to this. DEs have been provided guidance and training on the procedure for reporting telework and remote work hours and communicated this information to their employees and timekeepers. Supervisors are expected to hold their employees accountable accordingly.

Additionally, DOE's automated tele/remote work system now allows for more efficient tracking of agreements. DOE is in the process of developing a dashboard to release to managers. The CFO continues to explore systems to ensure DOE can more accurately track and monitor time and attendance data.

Department of Energy
Telework Policy(s)



Department of Energy

Washington, DC 20585

April 12, 2024

MEMORANDUM FOR HEADS OF DEPARTMENTAL ELEMENTS

FROM: ERIN MOORE
CHIEF HUMAN CAPITAL OFFICER

SUBJECT: Policy Memorandum #106B, *Department of Energy's Tele/Remote Work Program*

This Policy Memorandum (PM) establishes implementing guidance for the Department of Energy's (DOE) Tele/Remote Work Program and Agreements. This PM supersedes PM#106A, *Department of Energy's Telework/Remote Work Program*, dated February 23, 2023, and should be read concurrently with [DOE Order \(O\) 314.1A](#), *Telework and Remote Work Program*, or successor order.

This PM has been updated to include the new time code ("TR") all remote employees—including those on temporary remote agreements—must use in DOE's time and attendance system to codify when they are working remotely to meet new government-wide OPM requirements.

Questions concerning this PM should be directed to the Department's Tele/Remote Work Program Manager at DOE-Tele-Remote-Work-Policy@hq.doe.gov.

Copy to: Directors of Servicing Human Resources Offices and Shared Service Centers



APRIL 2024

OFFICE OF THE CHIEF
Human Capital
OFFICER

INTEGRITY - INNOVATION - COLLABORATION - ACCOUNTABILITY - RESPECT - EXCELLENCE

POLICY MEMORANDUM #106B

DEPARTMENT OF ENERGY'S TELE/REMOTE WORK PROGRAM



U.S. DEPARTMENT OF
ENERGY

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PURPOSE

This Policy Memorandum (PM) establishes implementing guidance for the Department of Energy's (DOE) Tele/Remote Work Program and Agreements. This PM supersedes [Desk Reference on DOE-Flex \(July 2011\)](#) and should be read concurrently with [DOE Order \(O\) 314.1A](#), *Telework and Remote Work Program*, or successor order.

CANCELLATIONS

This PM replaces PM #106A, *Department of Energy's Telework/Remote Work Program*, dated February 23, 2024.

APPLICABILITY

- 1) With the exception of the Exemptions/Equivalencies listed below, this guidance applies to all DOE Federal employees with Tele/Remote Work Agreements. While this guidance does not apply to contractors, leaders should consider these provisions when optimizing space and when devising contractor workplace flexibility requirements.
- 2) The Administrator of the National Nuclear Security Administration (NNSA) must ensure that NNSA employees comply with their responsibilities under this PM. Nothing in this PM will be construed to interfere with the NNSA Administrator's authority under section [3212\(d\) of Public Law \(P.L.\) 106-65](#) to establish Administration specific policies, unless disapproved by the Secretary.

EQUIVALENCIES/EXEMPTIONS

- 1) Equivalency: In accordance with the responsibilities and authorities assigned by [Executive Order \(EO\) 12344](#), codified at [50 U.S.C. § 2406](#) and [50 U.S.C. § 2511](#), and to ensure consistency through the joint Navy/DOE Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors (Director) will implement and oversee requirements and practices pertaining to this PM for activities under the Director's cognizance, as deemed appropriate.
- 1) Exemption: Except where noted in this PM, this guidance does not apply if Tele/Remote Work is approved as part of a reasonable accommodation (RA) request in accordance with the processes and procedures outlined in PM #100B, *Reasonable Accommodation*, or successor PM.

LABOR RELATIONS OBLIGATIONS

- 1) Departmental Elements (DE) with employees covered by a collective bargaining agreement (CBA) must meet their labor obligations under the Federal Service Labor-Management Relations Statute if implementation of the policy impacts the conditions of employment of bargaining unit employees.
- 2) Nothing in this PM shall change any CBA in effect on the date of this PM unless the change is necessary to implement new Federal statute. In the event any provisions of this PM conflict with the terms of any CBA in effect on the date of this PM, the terms of the CBA shall prevail.
- 3) Consult your Servicing Labor Relations Office to determine if collective bargaining obligations are required to be met prior to implementation.

BACKGROUND

The [Telework Enhancement Act of 2010](#) (the Act) requires executive branch agencies to establish policies under which eligible employees are authorized to telework. Under current law, remote work is left to the discretion of agency heads, pursuant to their inherent authority to direct the affairs of their agency. See 5 U.S.C. §§ [301](#) and [302](#). DOE is committed to creating a flexible and agile workforce that is better able to respond to local and world events and highlights DOE's core values and principles of diversity, equity, inclusion, and accessibility. Through Tele/Remote Work, DOE will shape a workplace that achieves a reduced carbon footprint, improves recruitment and retention, reduces facility costs, and assists in a better work-life balance for employees while promoting enhanced mission accomplishment.

Management retains the discretion to determine employee eligibility to participate in DOE's Tele/Remote Work Program, subject to mission needs and the limitations and requirements described in this policy, the Act, and applicable Office of Personnel Management (OPM) guidance.

Maintaining a viable Tele/Remote Work-enabled workforce requires practice and regularly testing equipment and procedures to ensure employees are effective and efficient while performing duties at an alternative worksite. Accordingly, effective Tele/Remote Work arrangements require a supportive culture that promotes transparency, communication, trust, use of technology, and effective performance management.

REQUIREMENTS

A. GENERAL REQUIREMENTS

- 1) The implementing guidelines within this PM supersede all previously issued DOE Desk References, procedures, guidance, organizational handbooks, and implementing documents (program-specific or otherwise).
- 2) All DOE employees are responsible for safeguarding and maintaining records as required by the [Privacy Act](#), the [Freedom of Information Act](#), and other applicable laws and regulations.
- 3) Participating DEs must follow the requirements outlined in [DOE O 314.1A](#).
- 4) All employees and supervisors must have an approved Tele/Remote Work Agreement in place prior to engaging in Tele/Remote Work (see [Attachment 1, DOE Telework Agreement](#), and [Attachment 2, DOE Remote Work Agreement](#)). The DE Tele/Remote Work Coordinator (TWC) must have access to the agreements.
- 5) Official Duty Stations for employees assigned to Telework Agreements must be determined as provided in [5 CFR § 531.605](#). Official Duty Stations for employees assigned to Remote Work Agreements must be determined as provided in 5 CFR § 531.605 except for 5 CFR § 531.605(d) and (e). Please see [Section H](#) below for additional information.
- 6) Unless the position is ineligible for telework, [DOE O 314.1A](#) strongly encourages all employees to have at least a Situational Telework Agreement¹ in place. Employees can only have one Telework Agreement in place at a time. If an employee has a Routine Telework Agreement in

¹ If an employee's duties during an emergency event are different from their normal duties, include a description of those duties with the employee's situational Telework Agreement.

place, it covers any situational telework day(s) the supervisor may approve during the pay period.

- 7) In accordance with Executive Order 14100, [Advancing Economic Security for Military and Veteran Spouses, Military Caregivers, and Survivors](#), DEs are encouraged to consider Tele/Remote Work flexibilities for employees who are spouses of a military service member; caregivers of military service members or veterans; or spouses of reservists or national guard service members. Flexibility under these arrangements may be necessary when employees are changing geographic locations, facing deployment, or caring for a wounded, ill, and/or injured service member, or veteran.

B. JOB OPPORTUNITY ANNOUNCEMENTS

- 1) Job Opportunity Announcements (JOAs) must clearly explain when positions are eligible for telework or remote work opportunities.
- 2) When remote work is probable, the JOA must identify whether the position is Remote (Restricted) or Remote (All-US). When the JOA is Remote (All-US), the SHRO/SSC must clear Interagency Career Transition Assistance Plan (ICTAP) nationwide.
- 3) Candidates selected for Telework Eligible or Remote (Restricted) positions that require them to relocate may, with supervisory approval, temporarily work from their current location for up to 3 months until they relocate to their Official Duty Station identified in the JOA. Due to extenuating employee circumstances, the supervisor may grant a longer timeframe to relocate typically not to exceed 6 months.
 - a. Under this provision, the employee is placed on a Telework Agreement for the Official Duty Station as advertised in the JOA. In this case, the supervisor is authorizing an exception to the twice a pay period reporting requirement for the employee.
 - b. Once the employee relocates, a new Telework Agreement may be needed if the frequency of the telework days changes. If the employee will be in a Remote (Restricted) position, a Remote Agreement must be put in place.

C. REPORTING REQUIREMENTS

- 1) The Department maintains Position Tele/Remote Work Designations and Employee Tele/Remote Work Designations in DOE's Corporate Human Resources System (CHRIS) personnel system.
- 2) All agencies are required to document an employee's Tele/Remote Work status and report it to OPM on a biweekly basis. DOE complies with this requirement through the Employee Telework/Remote Work Designations.
 - a. The Employee's Telework/Remote Work Designation in CHRIS is based on their approved Tele/Remote Work Agreement in DOE's Telework and Remote Work Automated Collection System (TRACS).
 - b. If not using TRACS, TWCs are responsible for manually updating the Employee Telework/Remote Work Designations in CHRIS.
- 3) The Employee's Tele/Remote Work Designation (see [Section F](#)) is also reflected in the Position Allocation Report (PAR) which is accessible within the [Position Management \(PM\) Dashboard](#).

The PAR provides Tele/Remote Work status and metrics related to authorized positions, as documented within CHRIS. The PM Dashboard is updated daily to provide real-time metrics from CHRIS.

- 4) TWCs must routinely review TRACS, the PAR, and CHRIS, and request updates as needed to ensure accuracy for both Position and Employee Tele/Remote Work Designations.
- 5) The Department remains subject to monthly, semi-annual, annual, and ad-hoc data calls from OPM and the Office of Management and Budget (OMB). OPLER-PD will notify TWCs when information for ad-hoc requests or reports is required.

D. DOE'S TELEWORK AND REMOTE WORK AUTOMATED COLLECTION SYSTEM (TRACS)

- 1) DOE's TRACS is located on the [HC Portal](#) on the MyEnergy platform. TRACS enables the fully electronic completion of both Telework and Remote Work Agreements—complete with electronic signatures, routing, automatic email notifications of status changes, interactive form logic, and centralized storage of Tele/Remote Work Agreements and data.
- 2) Except for Bonneville Power Administration and Western Area Power Administration, all DEs must use TRACS to codify (and recertify) all Tele/Remote Work Agreements, including Temporary Remote Work Addendums (see [Attachment 4](#)) and the required annual recertifications of Telework Agreements.
- 3) In TRACS, all updates to supervisory reporting relationships are made through ePerformance (except for NNSA). When making updates, TWCs should verify supervisory information in ePerformance and work with the [Performance Management Liaison](#) within their DE. Once updated in ePerformance, this data will update in TRACS as well as in the PAR on the PM Dashboard within two weeks.
- 4) TWCs play a critical role in the administration of TRACS and serve as the DE's first tier support and subject matter expert on the system.
- 5) TWCs must actively monitor and ensure TRACS is updated when new employees start, reassignments take place, and agreements are complete.
- 6) When a new supervisor assumes management of a group, all existing Tele/Remote Work Agreements in the group should be reviewed by the new supervisor.
 - a. New supervisors may modify (or cancel) the existing Tele/Remote Work Agreement—except Reasonable Accommodation Agreements—according to their expectations or business needs following a discussion with the employee and compliance with applicable notice requirements outlined in [DOE O 314.1A](#).
 - b. Supervisors must consult with the Servicing Employee Relations Office before modifying, suspending, or terminating Tele/Remote Work Agreements.
- 7) Employees must initiate a new Tele/Remote Agreement in TRACS in the following scenarios:
 - a. Initial placement (e.g., new federal hire or new to DOE); and
 - b. Moving between DEs (e.g., Office of Management to HC).

- 8) Employees may also need to initiate a new Tele/Remote Work Agreement in TRACS for a temporary or permanent position change (e.g., detail, reassignment, promotion). Examples when new Tele/Remote Agreements must be initiated in a DE include:
 - a. When the employee's new position reports to a different supervisor
 - i. Between Offices at HQ (e.g., Office of Field Operations [EM-3] to Office of Corporate Services [EM-5])
 - ii. Between field sites (e.g., EM Consolidated Business Center to EM Savannah River Site)
 - iii. Between HQ and Field Sites (e.g., NE Office of Nuclear Facilities Management to NE-ID Operations Office)
 - b. Where the new position reports to the same supervisor but the Position Tele/Remote Work Designation for the new position is more restrictive than the current position.
 - c. If the employee's supervisor and the Position Tele/Remote Work Designation remains the same for their current and new position, the supervisor may elect to retain the agreement in place if everything will remain the same. This is at the supervisor's discretion.
- 9) Employees must initiate a new Telework Agreement in TRACS if the employee:
 - a. Changes from a Situational Telework Agreement where they occasionally telework on a non-routine basis to a telework status where they routinely telework on specific days (e.g., Periodic Routine (1 to 2 days a pay period)); or
 - b. Changes from a Situational Telework Agreement (or Regular Telework Agreement) because they have a need to telework for medical reasons.
- 10) Employees must initiate a new Remote Work Agreement in TRACS if the employee is approved to change their Official Remote Worksites, even if that change does not modify the locality pay.
 - a. The employee must obtain approval from their supervisor, as well as any additional internal approval procedures established by the DE, at least 60 calendar days in advance of the start of the arrangement. Supervisors may waive the 60-day advance notice requirement if the employee's circumstances make 60-day notice impracticable.
 - b. All changes to Official Remote Worksites must be approved in advance and aligned to when the employee moves to the new location.

E. POSITION TELE/REMOTE WORK DESIGNATIONS

- 1) The Position Tele/Remote Work Designation documents the position's Tele/Remote Work eligibility regardless of the incumbent. This information must be populated for both encumbered and vacant positions.
- 2) Remote Position Designations require Head of Departmental Element (HDE) or Principal Deputy approval, must factor in the long-term health of the organization, and should be used discriminately. Upon vacancy, all Remote Position Designations must be reevaluated to determine if the designation is still appropriate to ensure mission execution and organizational health.

- 3) For newly established positions, the Position Tele/Remote Work Designation is established during the classification process. Position Tele/Remote Work Designations must be reevaluated when a position becomes vacant.
 - a. To make updates to established encumbered or vacant GS positions, DEs must work with their SHRO/SSC.
 - b. Adjustments to Position Tele/Remote Work Designations must be made prior to advertising to reflect the appropriate level of onsite work.
- 4) TWCs cannot update the Position Tele/Remote Work Designation in CHRIS; however, TWCs are responsible for ensuring they are accurately codified in CHRIS. Please see the [Position Allocation Management Resource Manager Guide](#) on HCnet for additional information.
- 5) DOE’s Position Tele/Remote Work Designations² are as follows:

CHRIS Designation	Definition
Full Time (FT) Remote (All-US)	Position can support full-time remote work and the employee’s Official Remote Worksite may be located anywhere in the United States (i.e., may be outside of the locality pay area of the Official DOE Worksite), or outside the U.S. if the employee has a valid Domestic Employees Teleworking Overseas (DETO) agreement approved by DOE and Department of State. The employee is not required to report to the Official DOE Worksite every pay period but may be required to do so for work that cannot be performed remotely. Employees, other than those on DETO agreements, are eligible for travel reimbursement when reporting to the DOE Worksite if their Official Remote Worksite is located outside the local commuting area (LCA) of the Official DOE Worksite. Travel for employees on DETO Agreements is subject to the terms of the DETO Agreement.
FT Remote (Restricted)	Position can support full-time remote work, but the employee’s Official Remote Worksite must be located within the locality pay area of the DOE Worksite or must be a realistic commuting distance from the Official DOE Worksite for areas outside of a defined locality pay area (i.e., Rest of the United States locality pay area). The employee is not required to report to the Official DOE Worksite every pay period but may be required to do so with some regularity (e.g., a few times a quarter) for work that cannot be performed remotely. Employees are eligible for travel reimbursement when reporting to the Official DOE Worksite if their Official Remote Worksite is located outside the LCA of the Official DOE Worksite.
More than 50% Telework	Position is eligible to telework on a fixed, regular, and reoccurring basis more than 50% of the time during a pay period (i.e., 6 to 8 days a pay period for full-time employees). Teleworking employees work offsite, typically at home, with their duty station being an Official DOE Worksite.
Periodic Routine Telework up to 50%	Position is eligible to telework on a fixed, regular, and reoccurring basis up to 50% of the pay period (i.e., 1 to 5 days a pay period for full-time employees).

² These new designations will be available in the next update of CHRIS (scheduled for release by the end of March 2024).

Situational Telework Only	Position can telework on a situational basis (i.e., a case-by-case basis), and any telework hours are not part of an ongoing and regular telework schedule.
Not Eligible for Telework	The position is not eligible for telework unless for a national emergency (e.g., COVID-19).

F. EMPLOYEE TELE/REMOTE WORK DESIGNATIONS

- 1) Employee Tele/Remote Work Designations in CHRIS are based on the approved Tele/Remote Work Agreement in TRACS. Updates to Employee Tele/Remote Work Designations will flow directly into CHRIS based on the agreement in TRACS.
 - a. TWCs are responsible for updating CHRIS only for those employees whose positions are ineligible for telework **and** those employees who decline to sign a telework agreement.
 - b. These employees must be codified in CHRIS as “Non-Teleworker.”
- 2) DOE’s Employee Tele/Remote Work Designations³ are as follows:

CHRIS Designation	Definition
Routine More than 50% (6 to 8 days)	The employee has a fixed, ongoing, regular telework schedule and is authorized to telework 6 to 8 days per pay period for non-medical reasons.
Routine (3 to 5 days)	The employee has a fixed, ongoing, regular telework schedule and is authorized to telework 3 to 5 days per pay period for non-medical reasons.
Periodic Routine (1 to 2 days)	The employee has a fixed, ongoing, regular telework schedule and is authorized to telework 1 or 2 days per pay period for non-medical reasons.
Medical	A limited arrangement used only for definitive periods of confinement, rehabilitation, or recuperation from an illness or injury of the employee or a family member (when the employee is needed for care) and may be a full-time or part-time arrangement depending on the medical situation.
Situational Only	The employee does not have a scheduled ongoing, regular telework day. Telework is approved on a case-by-case basis for a special project or unscheduled event (e.g., dentist appointment or not physically well enough to come into the office but still able to perform work). This is sometimes referred to as “ad hoc” telework. This arrangement is distinct from a Reasonable Accommodation.
FT Remote (ALL-US)	The employee is on a full-time remote work arrangement anywhere in the United States, or overseas with a valid DETO agreement. Remote work is distinct from telework and results in a change in duty station location to reflect the Official Remote Worksite (i.e., typically the employee’s home).
FT Remote (Restricted)	The employee is on a full-time remote work arrangement, but the employee’s Official Remote Worksite must be located within the locality pay area of the DOE

³ These designations will be available in the next update of CHRIS (targeted release by the end of March 2024).

	Worksite or must be a realistic commuting distance from the DOE Worksite for areas outside of a defined locality pay area (i.e., Rest of the US locality pay area).
Temp FT Remote (ALL-US)	A temporary remote work arrangement typically established at the request of the employee to accommodate specific personal circumstances (e.g., to support an employee’s temporary relocation during their spouse’s military deployment). This temporary remote agreement allows the employee to be located anywhere in the United States. Unlike typical remote work arrangements, eligibility for temporary remote work is based on personal circumstances versus the duties and responsibilities of the position. This arrangement is distinct from Medical Telework and tele/remote work as a reasonable accommodation.
Temp FT Remote (Restricted)	A temporary remote work arrangement typically established at the request of the employee to accommodate specific personal circumstances (e.g., to support an employee’s temporary relocation during their spouse’s military deployment). This temporary remote agreement requires the employee to be located within the locality pay area of the DOE Worksite or within a realistic commuting distance from the DOE Worksite for Rest of U.S. Locality Areas. Unlike typical remote work arrangements, eligibility for temporary remote work is based on personal circumstances versus the duties and responsibilities of the position. This arrangement is distinct from Medical Telework and tele/remote work as a reasonable accommodation.
Non-Teleworker	The employee is not eligible for telework OR an employee chooses not to sign a telework agreement.

- 3) Generally, Employee Tele/Remote Work Designations must align with their Position Tele/Remote Work Designation at the same or lower level. For example:
 - a. No change is needed if a Position Tele/Remote Work Designation is **Routine More than 50% (6 to 8 days)** and the Employee Tele/Remote Work Designation is **Periodic Routine (1 to 2 days)**. This is because employees can have a schedule with less telework (or no remote work) than their position supports.
 - b. A change is required for the Position Tele/Remote Work Designation in CHRIS if the Position Tele/Remote Work Designation is **Periodic Routine Telework up to 50%** but the Employee Tele/Remote Work Designation is **Routine More than 50% (6 to 8 days)**. This is because employees should not be on a more flexible Tele/Remote Work Agreement than their position supports.
 - c. No change is required for a Position Tele/Remote Work Designation if the employee is on a Medical Telework Agreement, a Temporary Remote Work Addendum, or has a Tele/Remote Work Agreement in place due to an approved Reasonable Accommodation.

G. TELE/REMOTE WORK CODING FOR TIME AND ATTENDANCE

- 1) Tele/Remote Work hours must be recorded in the Department’s Time and Attendance System (ATAAPS) or equivalent time keeping system. Please see the [Tele/Remote Work Coding for Time and Attendance](#) on HCnet for additional information.

- 2) Teleworkers and remote employees must use one of the reason codes listed below in the Environment/Hazard field in ATAAPS. The table below illustrates the timekeeping codes used for teleworking and remote work.

Telework or Remote Work Arrangement	Time Keeping Codes in the Environment/Hazard field in ATAAPS
Routine/Recurring Telework	TW
Situational Telework	TS
Medical Telework	TM
Remote Work (Restricted) and (All-US)	TR

- 3) Remote employees use the TR to code their work hours when working remotely (unless on leave, etc.) except when reporting to a DOE facility, on official travel, or attending in-person training/conference⁴.
- 4) TS must be used to code any ad hoc telework days approved by the supervisor (e.g., medical appointment, project) including additional or alternate days that deviate from the fixed telework schedule for employees on routine telework agreements.
- 5) Employees who have Tele/Remote Work approved as a Reasonable Accommodation must code their time consistent with the approved accommodation. That is, the employee completes a Tele/Remote Agreement consistent with the approved Reasonable Accommodation and is coded in CHRIS using the Telework or Remote work code that represents their actual work situation. These employees should not be coded as “Medical Telework” to ensure confidentiality.
- 6) Please refer to [Attachment 6](#) for examples and various illustrations for recording Tele/Remote Work arrangements.

H. OFFICIAL DUTY STATION DETERMINATIONS

- 1) [5 U.S.C. § 5304](#) authorizes locality payments in defined geographic areas for Federal employees eligible for locality payments.
- 2) The employee’s Official Duty Station (i.e., official worksite) impacts items such as pay, taxes, benefits, bargaining status, travel compensation, and other entitlements.
- 3) Generally, the Official Duty Station is the location of an employee’s position of record where the employee regularly performs their duties.
- 4) For teleworkers, their Official Duty Station is typically the Official DOE Worksite. An employee can find the location of their Official Duty Station (i.e., duty station) in blocks 38 and 39 of the SF-50, Notification of Personnel Action.

⁴ Please see the [Tele/Remote Work Coding for Time and Attendance](#) on HCnet for the most current T&A coding information.

- a. If a teleworker is scheduled to physically report at least twice each biweekly pay period on a regular and recurring basis, their Official Duty Station (i.e., duty station) is the location of the Official DOE Worksite for the employee's position regardless of where they actually reside.
 - b. When an employee's work involves recurring travel, or when the employee's work location varies on a recurring basis, DOE will determine the Official Duty Station subject to the requirement that the Official Duty Station must be in a locality pay area in which the employee regularly performs work.
- 5) For remote employees, their Official Duty Station is known as their Official Remote Worksite and is where the employee regularly performs their duties (i.e., the employee's residence). A remote employee's Official DOE Worksite is the DOE duty station where work activities would be performed in the absence of a Remote Work Agreement.
- a. Typically, a remote employee's Official DOE Worksite is the reporting worksite of either the HDE (e.g., Washington, DC or Germantown, MD) or the Field Site Manager (e.g., Pittsburgh, PA for NETL or Aiken, SC for Savannah River).
 - b. TWCs must advise remote employees of the location (i.e., city and state) they need to record as their Official DOE Worksite in TRACS.
- 6) Under [5 U.S.C. Chapter 57](#), when an employee receives relocation expenses to relocate to either a permanent or temporary worksite, the worksite associated with the relocation becomes the employee's Official Duty Station.
- 7) When an employee is temporarily reassigned or temporarily promoted to another position in a different geographic area, the temporary work location is considered the Official Duty Station for pay purposes and becomes the employee's duty station for the duration of the temporary reassignment or promotion. However, duty station changes are not required when an employee is detailed to another position outside of their geographic area because details are not considered a position of record in accordance with 5 CFR 536.103.
- 8) In accordance with [5 CFR § 531.605\(d\)\(2\)](#), teleworkers may be relieved from reporting twice a pay period to the Official DOE Worksite by their supervisor in appropriate situations of a temporary nature, such as the following:
- a. Recovering from an injury or medical condition;
 - b. An emergency temporarily prevents the teleworker from physically reporting to their Official DOE Worksite;
 - c. An extended absence from work (e.g., paid leave);
 - d. In a temporary duty travel status away from the Official DOE Worksite; or
 - e. Temporarily detailed to a location that is not covered in their telework agreement.
- 9) When a supervisor grants an exception for an employee in accordance with [5 CFR § 531.605\(d\)\(2\)](#) to the twice a pay period onsite reporting requirement, there is no specific time limit defined in the regulations for how long an exception may be granted.
- a. Approval for temporary exceptions can only be used in cases where the employee will return to their Official DOE Worksite in the near future. Supervisors must treat people fairly and equitably when making determinations.

- b. Because the temporary exception allows a supervisor to waive duty station requirements (i.e., the employee can telework in different location that may have a higher or lower locality pay than their Official DOE Worksite), supervisors must review their approval on a regular and recurring basis (e.g., at least monthly) to confirm granting the temporary exception is still appropriate because the employee is anticipated to return to the Official DOE Worksite in the near future.
 - c. At the conclusion of an approved temporary exception, typically a teleworker must report to their Official DOE Worksite as provided in their telework agreement.
- 10) A teleworker could be charged absence without leave (AWOL) and be subject to disciplinary action (up to and including removal from federal service) if the teleworker fails to report for duty at their Official DOE Worksite without an administratively acceptable reason (e.g., sick, annual leave) for their absence.
- 11) Telework is not applicable to a remote employee, and the telework regulations at 5 CFR § 531.605(d) and (e) do not apply for Remote Work.
- 12) If an employee on a Remote Work Agreement wants to change their Official Remote Worksite, even if that change does not modify the locality pay, the employee must obtain approval from their supervisor, as well as any additional internal approval procedures established by the DE.
- a. The supervisor is responsible for submitting a request at least one pay period in advance that a “Change in Duty Station” personnel action is required.
 - b. If approved, a new Remote Work Agreement must be signed by all parties prior to moving and effecting the associated personnel action. The employee is not authorized to move without the supervisor’s written approval in the Remote Work Agreement. Moving without written supervisor approval may result in disciplinary action up to and including removal from federal service.
- 13) When a remote employee requests to temporarily work at a location other than their Official Remote Worksite for a long duration, the remote employee must complete a Temporary Remote Work Addendum and provide the location of the temporary Official Remote Worksite. A request for personnel action is required to change the employee’s duty station. The supervisor is responsible for submitting the personnel request.
- 14) Items such as pay, taxes, benefits, bargaining status, travel compensation, updates to SF-50, and other entitlements may be impacted by a temporary change in Remote Work location. This is different from the telework exceptions provided at [5 CFR § 531.605\(d\)\(2\)](#) and addressed above in (8) because the Temporary Remote Work Addendum changes the employee’s Official Remote Worksite temporarily which may affect locality pay, etc.
- a. Employees must obtain approval from their supervisor, as well as any additional internal approval procedures established by the DE to enter into a Temporary Remote Work Addendum.
 - b. After the conclusion date of the [Temporary Remote Work Addendum](#), the remote employee’s Official Remote Worksite reverts to the location provided in the employee’s Remote Work Agreement.
 - c. The employee must initiate a new Remote Work Agreement in TRACS. A request for a personnel action is required to change the employee’s duty station back to the original duty station. The supervisor is responsible for submitting the personnel request.

- 15) Short temporary changes to a remote employee's work location (e.g., working at the home of a family member adjacent to a holiday) do not require a Temporary Remote Work Addendum or a new Remote Agreement and can be approved on an ad hoc basis by the supervisor provided the employee is expected to return to their Official Remote Worksite in the near future.

I. CHANGES IN DUTY STATIONS

- 1) DEs are encouraged to use HC's Remote Work Arrangement Analysis Tool (see [Attachment 5](#)) to analyze the cost savings of new or modified Remote Work Agreements.
- 2) A Change in Duty Station may also impact travel reimbursement requirements for remote employees. The proximity of travel from the employee's Official Remote Worksite determines whether an expense is reimbursed as a temporary duty (TDY) travel expense, as described in the Federal Travel Regulation (FTR) in [41 CFR Part 301-11](#).
 - a. This based on the Local Commuting Area (LCA), which is defined by GSA as the 50- mile radius surrounding the Official Remote Worksite.
 - b. Additional information is located in Section 4.E.9 in [DOE O 314.1A](#) and example scenarios are provided in OPM's [CPM-2023-16](#), *Guidance on Hours of Work for Telework and Remote Work Employees*.
- 3) Personnel actions are required when an employee changes their duty station and geographic location. It is the responsibility of the supervisor and the DE to initiate a personnel action request in a timely manner to ensure employees are appropriately paid.
 - a. These personnel action requests must be submitted via workflow in CHRIS at least one pay period in advance of the effective date.
 - b. It is the responsibility of the SHRO/SSC to process the personnel action after receiving the request.
 - c. It is the responsibility of the employee to monitor their leave and earnings statement (LES) and notify their supervisor and SHRO/SSC if their duty station change is not processed timely.
- 4) Employees must obtain approval from their supervisor, as well as any additional internal approval procedures established by the DE, at least 60 days in advance of the proposed date of change unless the supervisor grants an exception for a shorter time frame due to extenuating employee circumstances.
 - a. If these personnel actions are not processed in a timely manner, the employee may incur a debt.
 - b. Unless there are extenuating circumstances, any overpayments in locality pay will not be waived as employees are expected to perform basic due diligence when reviewing their leave and earnings statement (LES) to verify their pay and deductions.
- 5) Employees are responsible for updating their mailing address in myPay.
- 6) Duty station changes are required when an employee:
 - a. Starts a Remote Work Agreement (i.e., transitions from a teleworker to a remote employee) because their duty station changes from the Official DOE Worksite to their

- residence (i.e., Official Remote Worksite) even if the employee does not change their current locality pay area;
- b. Moves while on a Remote Work Agreement changing their city, county, or state even if the employee does not change their current locality pay area; and
 - c. Terminates a Remote Work Agreement because their duty station changes to the Official DOE Worksite even if the employee does not change their current locality pay area.
- 7) **Exception for Personnel Actions for Duty Station Changes:** If an employee works and lives in the same city, county, and state as their Official DOE Worksite (or moves while on a remote agreement within the same city, county, and state), no personnel action is needed. For example, if an employee is entering into a Remote Work Agreement and their Official DOE Worksite is Germantown, MD and the employee currently lives in Germantown, MD, then no personnel action is required.
- 8) HC's guidance for processing [Personnel Actions due to Changes in Geographic Locations for HC-SSC Customers](#) on HCnet provides the requirements for processing personnel actions due to changes in an Official Remote Worksite. SHRO/SSCs should use the Mass Process for Change in Duty Personnel Actions for Remote Agreements to process changes for 16 or more employees.

J. REALISTIC COMMUTING DISTANCE REQUIREMENTS

- 1) Generally, realistic commuting distance as defined in [DOE O 314.1A](#) only applies to employees assigned to Remote (Restricted) Agreements.
- 2) Employees assigned to Telework Agreements are treated like employees not on Telework Agreements and report onsite as required. Teleworkers are not required to live within a specific commuting distance unless their position requires them to live within proximity for mission-related purposes (e.g., Building Management Specialist, Maintenance Technician).
- 3) Employees assigned to Telework Agreements must report onsite timely, based on their pre-approved work schedule, regardless of the distance of their permanent residence.
- 4) When employees experience challenges to reporting onsite timely or maintaining their assigned work schedule due to the distance of their permanent residence, supervisors must consult with Servicing Employee Relations Office for more guidance.

K. DOMESTIC EMPLOYEES TELEWORKING OVERSEAS (DETO)

- 1) The Department's DETO Program is administered under PM #108, *Domestic Employees Teleworking Overseas*.
- 2) While "DETO" has telework in the acronym, a DETO Agreement is a temporary overseas remote work arrangement that allows Federal employees to perform the duties of their domestic DOE position of record from an approved overseas location. A DETO Agreement is the required form to allow a DOE employee to work remotely in an approved overseas location.
- 3) DETO Agreements are strictly voluntary for employees and at the discretion of the DE. Any associated expenses (e.g., relocation expenses) are the responsibility of the employee and are not funded by DOE. DE management has the discretion to authorize, suspend, change, or cancel DETO Agreements when doing so is in the best interest of the Department. Department of State

(DOS) must approve all requests to approve, suspend, change, extend, and cancel DETO Agreements.

- 4) OPLER-PD and NNSA's Office of International Operations manage and coordinate DETO Agreements in accordance with PM #108.

ROLES AND RESPONSIBILITIES

All stakeholders must follow the roles and responsibilities outlined in [DOE 314.1A](#). This section provides additional roles and responsibilities related to the implementing guidelines identified in this PM.

A. CHIEF HUMAN CAPITAL OFFICER WILL:

- 1) Establish DOE's annual Tele/Remote Work participation rate goals;
- 2) Encourage the use of Tele/Remote Work, as appropriate, in support of annual Tele/Remote Work goals; and
- 3) Administer TRACS (OBO-HRIT) to ensure proper operation and maintenance of the system and coordinate with the system owner Office of the Chief Information Officer (IM).

B. OFFICE OF POLICY, LABOR AND EMPLOYEE RELATIONS, POLICY DIVISION WILL:

- 1) Develop, promulgate, implement, and provide advice on policies, standards, and procedures consistent with applicable laws and regulations;
- 2) Serve as the Department's Program Manager for Tele/Remote Work;
- 3) Maintain and provide supplemental guidance concerning this PM as needed to maintain compliance with laws, Government-wide rules and regulations, and Departmental Program changes; and
- 4) Evaluate the effectiveness of Tele/Remote Work, considering feedback received from TWCs and advise on program management.

C. TELE/REMOTE WORK COORDINATORS WILL:

- 1) Evaluate the effectiveness of Tele/Remote Work, considering feedback provided by supervisors within their DE, and provide feedback to the Department's Tele/Remote Work Program Manager, as needed;
- 2) Maintain an accurate account of employees participating in Tele/Remote Work;
- 3) Inform the Department's Tele/Remote Work Program Manager via Tele/Remote Work participation reports when someone is removed or no longer eligible to Tele/Remote Work;
- 4) Oversee the DE's completion of Tele/Remote Work Agreements in TRACS or other electronic system and serve as the DE's first tier support and subject matter expert on the system;
- 5) Ensure Position and Employee Tele/Remote Work designations are properly codified in CHRIS; and
- 6) Ensure employees and supervisors submit annual telework recertifications in accordance with this PM.

D. SERVICING HUMAN RESOURCES OFFICES AND SHARED SERVICE CENTERS WILL:

- 1) Follow all applicable policies and procedures relevant to this PM;
- 2) Ensure telework and remote work eligibility and information is included in all applicable JOAs;
- 3) Ensure Tele/Remote Work eligibility is documented in CHRIS when building positions and processing personnel actions (SF-50s);
- 4) Answer inquiries and concerns related to Telework; and
- 5) Ensure position data reflects employee's eligibility in CHRIS for OPM Enterprise Human Resources Integration (EHRI) reporting.

E. SUPERVISORS/MANAGERS WILL:

- 1) Ensure employees have work assignments appropriate for Tele/Remote Work;
- 2) Submit timely workflow actions (i.e., SF-50) when changing Official Duty Stations for Remote employees;
- 3) Collaborate with TWC to ensure annual recertifications are complete;
- 4) Notify (annually) emergency designated employees in writing of the requirement to report to the official DOE worksite or work from an alternative worksite when Government operations are disrupted;
- 5) Set expectations regarding communication with Tele/Remote Work employees;
- 6) Effectively manage Tele/Remote Work employees to maintain compliance with their Tele/Remote Work Agreements, and take appropriate steps to address or terminate the Agreement if non-compliance is not promptly corrected;
- 7) Ensure employees' time and attendance is accurately reflected in ATAAPS using the appropriate telework codes;
- 8) Ensure Tele/Remote Work does not diminish DOE operations;
- 9) Evaluate the effectiveness of Tele/Remote Work, considering input from their employees, and provide feedback to the applicable TWC, as needed;
- 10) Consult with the Servicing Employee Relations Office before modifying, suspending, or terminating Tele/Remote Work Agreements;
- 11) Provide employees with appropriate notice before suspending, terminating, or modifying a Tele/Remote Work Agreement in accordance with the requirements of this PM and any applicable CBA;
- 12) Determine what resources will be provided to eligible employees who can Tele/Remote Work under normal and/or emergency work situations and provide agreed upon resources; and
- 13) Ensure that program information, Official Use Only (OUO; including personally identifiable information), Unclassified Controlled Nuclear Information (UCNI), and information and communications systems are protected, and ensure that documents with the potential to contain classified information are not transmitted electronically until they have been reviewed by a "Derivative Classifier" in accordance with [DOE O 475.2B](#), *Identifying Classified Information*, or successor.

F. EMPLOYEES WILL:

- 1) Obtain supervisory approval to modify or terminate a Tele/Remote Work Agreement or change their Official Remote Worksite in accordance with the requirements of this PM and any internal DE approval requirements;
- 2) Report to the Official DOE Worksite when their request to Telework is denied or their Telework Arrangement is suspended or terminated, in accordance with the requirements of this PM;
- 3) Evaluate the effectiveness of the Tele/Remote Work and provide feedback to their supervisor, as needed;
- 4) Obtain advance supervisory approval before making a change to living arrangements that would necessitate a “Change in Duty Station” personnel action to change in their Official Remote Worksite;
- 5) Notify their RM when a “Change in Duty Station” personnel action is needed due to an approved change in living arrangements that would necessitate a change to their Official Remote Worksite;
- 6) Monitor their LES to ensure their Official Duty Station is accurately reflected and notify their supervisor and RM if changes are needed;
- 7) Code their time and attendance to accurately reflect the appropriate Tele/Remote status each day;
- 8) Ensure their alternative worksite has the appropriate resources available to support Tele/Remote Work and meets established safety criteria;
- 9) Protect information used at the alternative worksite in accordance with established DOE policies, practices, and procedures, and comply with all DOE information technology and cybersecurity guidelines;
- 10) Use and maintain Government Furnished Equipment (GFE) in accordance with established DOE policies, practices, and procedures and return GFE upon termination of the Tele/Remote Work Agreement; and
- 11) Follow their DE’s procedures for reporting changes in commuting methods/patterns as a result of their Telework schedule when receiving transit benefits.

ADDITIONAL INFORMATION

Questions concerning this PM should be directed to the Department’s Tele/Remote Work Program DOE-Tele-Remote-Work-Policy@hq.doe.gov.

REFERENCES

- 1) [Telework Enhancement Act](#)
- 2) [Federal Employees’ Compensation Act](#)
- 3) [5 CFR § 531.605](#) – Determining an Employee’s Official Worksite
- 4) [5 CFR § 591.205](#) – Which Areas are Nonforeign Areas?
- 5) [41 CFR Parts 300-304](#) – Federal Travel Regulation System

- 6) [OPM 2021 Guide to Telework and Remote Work in the Federal Government](#)
- 7) [Telework.gov](#)
- 8) [CPM-2023-16](#), *Guidance on Hours of Work for Telework and Remote Work Employees*
- 9) [CPM 2021-17](#), *Additional Guidance on Post-Reentry Personnel Policies and Work Environment*
- 10) [CPM 2020-17](#), *Federal Holidays and Human Resources Flexibilities for Employees Located in the Washington, DC, Area during the Week of Inauguration*
- 11) [DOE O 150.1B](#), *Continuity Programs*
- 12) [DOE O 314.1A](#), *Telework and Remote Work Program*, or successor Order
- 13) [DOE O 331.1D](#), *Employee Performance Management and Recognition Program*
- 14) [DOE O 333.1](#), *Administering Work Force Discipline, Adverse and Performance Based Actions*
- 15) [DOE O 342.1A](#), *Agency Administrative Grievance Policy and Procedures*
- 16) [DOE M 552.1-1A](#), *U.S. Department of Energy Travel Manual*
- 17) [PM #13A](#), *Reemployment Priority List*
- 18) [PM #82](#), *Weather and Safety Leave*
- 19) [PM #100B](#), *Reasonable Accommodation*
- 20) [PM #108](#), *Domestic Employees Teleworking Overseas*

LIST OF ATTACHMENTS

- 1) [Key Terms and Definitions](#)
- 2) [Telework Agreement](#)
- 3) [Remote Work Agreement](#)
- 4) [Temporary Remote Work Addendum](#)
- 5) [Remote Work Analysis Tool](#)
- 6) [Tele/Remote Work Time and Attendance Reason Codes](#)
- 7) [Tele/Remote Work Required Training](#)
- 8) [Self-Certification Safety Checklist](#)

ATTACHMENT 1: KEY TERMS AND DEFINITIONS

Please refer to [DOE O 314.1A](#) for a comprehensive list of Definitions pertinent to the Department's Tele/Remote Work Program.

DOMESTIC EMPLOYEES TELEWORKING OVERSEAS (DETO) AGREEMENT

A temporary overseas remote work arrangement that allows Federal employees to perform the duties of their domestic DOE position of record from an approved overseas location. DETO Agreements require DOE approval with final approval from the Department of State. A DETO Agreement is not required when an employee is working remotely from non-foreign locations (e.g., territories).

MEDICAL TELEWORK

A limited telework arrangement where an employee may be allowed to telework when the position may not otherwise permit for telework or telework more often than typically authorized. A Medical Telework Agreement must be completed by the employee and approved by the supervisor prior to the employee beginning the medical telework arrangement. Medical Telework is an appropriate arrangement for an employee's medical condition (e.g., definitive periods of confinement, rehabilitation, recuperation) or that of a family member when the employee is expected to provide care for the family member throughout the specified period. A medical arrangement must be supported by acceptable documentation from the applicable medical service provider and provided in advance of medical telework starting unless there is an emergency. The duration of a Medical Telework Agreement is determined by the specified period that the arrangement is in effect but cannot be longer than four months. It may be reduced or extended only once for an additional four-month period, depending on the circumstances. When on a Medical Telework Agreement, an employee is not required to change their duty station.

OFFICIAL DOE WORKSITE

An official DOE location where work activities are based, generally considered a centralized location of an employee's assigned organization. This is the duty station for a teleworking employee's position of record and where the employee is scheduled to report a minimum of two days per pay period on a regular and recurring basis unless a temporary exception is made by the employee's supervisor in accordance with 5 CFR § 531.605(d)(2).

OFFICIAL REMOTE WORKSITE

The remote location (usually the employee's residence) from which an employee on a Remote Work Agreement regularly performs work.

REMOTE (ALL-US)

A designation that a position can support full-time remote work from anywhere in the U.S. With supervisory approval, the employee's Official Remote Worksite may be located anywhere in the United States and [U.S. Territories](#) (i.e., may be outside of the locality pay area of the DOE Worksite) provided the employee can guarantee a secured and continuous internet connection.

REMOTE (RESTRICTED)

A designation that a position can support full-time remote work, but the employee's Official Remote Worksite must be located within the locality pay area of the DOE Worksite or must be a realistic

commuting distance from the DOE Worksite for areas outside of a defined locality pay area (i.e., Rest of the United States locality pay area).

ROUTINE TELEWORK

A voluntary telework arrangement wherein the employee is authorized to telework at least one specific day per pay period on an ongoing, regular schedule for non-medical reasons (e.g., the first Tuesday of the pay period). This is codified on a Routine Telework Agreement. The employee is authorized to telework at an approved alternative worksite on scheduled telework days. The employee must report physically to their Official DOE Worksite at least twice each biweekly pay period on a regular and reoccurring basis. With an approved Routine Telework Agreement, the employee may also telework situationally (i.e., on an ad-hoc basis) with supervisory approval.

SITUATIONAL-ONLY TELEWORK

A telework arrangement wherein telework is approved on a case-by-case basis during the pay period. This is codified on a Situational-Only Telework Agreement. The employee is expected to report onsite daily to the Official DOE Worksite unless a situational telework day is approved for specific non-recurring assignments, special projects, or unscheduled events (i.e., dentist appointment or not physically well enough to come into the office but still able to perform work). Situational telework can also occur in response to a weather or safety event that prevents reporting to the regular workplace.

TEMPORARY REMOTE WORK

A remote work arrangement that is typically established at the request of the employee to accommodate specific personal circumstances (e.g., to support an employee's temporary relocation during their spouse's military deployment) and is only temporary, in nature, usually 12 months or less. This is codified on a Temporary Remote Work Agreement, which consists of a Remote Work Agreement and a Temporary Remote Work Addendum. Unlike regular remote work arrangements, eligibility for temporary remote work is based on personal circumstances vice the duties and responsibilities of the position. This arrangement is distinct from Medical Telework. When on a temporary Remote Work Agreement, an employee is required to change their duty station.

ATTACHMENT 2: DOE'S TELEWORK AGREEMENT

DOE's [Telework Agreement](#) can also be accessed by visiting the [Policy Memo #106A](#) HCnet page.

ATTACHMENT 3: DOE'S REMOTE WORK AGREEMENT

DOE's [Telework Agreement](#) can also be accessed by visiting the [Policy Memo #106A](#) HCnet page.

ATTACHMENT 4: TEMPORARY REMOTE WORK ADDENDUM

DOE's [Temporary Remote Work Addendum](#) can also be accessed via the [Policy Memo #106A](#) HCnet page.

ATTACHMENT 5: REMOTE WORK ARRANGEMENT ANALYSIS TOOL

DOE's [Remote Work Arrangement Analysis Tool](#) can also be accessed via the [Policy Memo #106A](#) HCnet page.

ATTACHMENT 6: TELE/REMOTE WORK CODING TIME AND ATTENDANCE EXAMPLES

Below are various illustrations for scheduling/coding telework arrangements using the appropriate time keeping codes. Please see the [Tele/Remote Work Coding for Time and Attendance](#) on HCnet.

REMOTE SCHEDULE EXAMPLES

This is the remote employee’s approved schedule (i.e., the employee is not required to report onsite on a regular and reoccurring basis during the pay period).

Monday Week 1 Remote TR	Tuesday Week 1 Remote TR	Wednesday Week 1 Remote TR	Thursday Week 1 Remote TR	Friday Week 1 Remote TR
Monday Week 2 Remote TR	Tuesday Week 2 Remote TR	Wednesday Week 2 Remote TR	Thursday Week 2 Remote TR	Friday Week 2 Remote TR

One pay period, the remote employee works onsite for 3 days, is on travel, or attends in-person training.

Monday Week 1 Remote TR	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Remote TR	Friday Week 1 Remote TR
Monday Week 2 Remote TR	Tuesday Week 2 Remote TR	Wednesday Week 2 Remote TR	Thursday Week 2 Remote TR	Friday Week 2 Onsite RG

TELEWORK SCHEDULE EXAMPLES

STRAIGHT 8-HOUR SCHEDULE – ROUTINE MORE THAN 50% (6 TO 8 DAYS)

This is the employee’s approved telework schedule.

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite RG

One pay period, the employee must come onsite during their routine telework day and cannot switch their telework day to another day during the pay period.

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Onsite RG	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite RG

Another pay period, the employee is approved for 2 situational telework days (e.g., medical appointments, projects).

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Situational Telework TS	Wednesday Week 1 Situational Telework TS	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite RG

Another pay period, the supervisor grants the employee an exception to the twice a pay period reporting requirement (per 5 CFR § 531.605(d)(2)) because the employee is visiting family.

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Situational Telework TS	Wednesday Week 1 Situational Telework TS	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Situational Telework TS	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Situational Telework TS

ALTERNATE WORK SCHEDULE (5/4-9) – ROUTINE MORE THAN 50% (6 TO 8 DAYS)

Monday Week 1 Regular Day Off	Tuesday Week 1 Onsite RG	Wednesday Week 1 Routine Telework Day TW	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Routine Telework Day TW	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite (8 hr. day) RG

ALTERNATE WORK SCHEDULE (4/10) – ROUTINE TELEWORK (3 TO 5 DAYS)

Monday Week 1 Regular Day Off	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Day Off	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite RG

EXCEPTION TO THE TWICE A PAY PERIOD REPORTING REQUIREMENT – PERIODIC ROUTINE TELEWORK (1 TO 2 DAYS)

The supervisor grants the employee an exception to the twice a pay period reporting requirement (per 5 CFR § 531.605(d)(2)).

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Situational Telework TS	Wednesday Week 1 Situational Telework TS	Thursday Week 1 Situational Telework TS	Friday Week 1 Situational Telework TS
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Situational Telework TS	Wednesday Week 2 Situational Telework TS	Thursday Week 2 Situational Telework TS	Friday Week 2 Situational Telework TS

WHEN EMPLOYEES REPORT ONSITE DURING ROUTINE TELEWORK DAYS

Supervisors have the right to modify an employee's work schedule based on mission needs (e.g., to accommodate a meeting, meet a critical deadline). To the extent practicable, supervisors should provide employees with advance notice. When this occurs, a supervisor can allow an employee to change their routine telework day within the same pay period as illustrated below.

STRAIGHT 8 HOUR SCHEDULE

Routine telework days are Monday, Thursday, and Friday.

Monday Week 1 Routine Telework RG	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework TW	Friday Week 1 Routine Telework TW
Monday Week 2 Routine Telework TW	Tuesday Week 2 Onsite RG	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework TW	Friday Week 2 Routine Telework TW

The Supervisor allows the employee to telework on Tuesday instead of Monday (Week 1) to accommodate the employee reporting onsite Monday for a work obligation.

Monday Week 1 Onsite RG	Tuesday Week 1 Situational Telework TS	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework TW	Friday Week 1 Routine Telework TW
Monday Week 2 Routine Telework TW	Tuesday Week 2 Onsite RG	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework TW	Friday Week 2 Routine Telework TW

ALTERNATE WORK SCHEDULE (5/4-9)

Regular Day Off (RDO) is Monday of Week 1. Routine telework days are Tuesday, Thursday, and Friday.

Monday Week 1 Regular Day Off	Tuesday Week 1 Routine Telework Day TW	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Onsite RG	Tuesday Week 2 Onsite RG	Wednesday Week 2 Situational Telework TS	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Routine Telework Day TW

The supervisor allows the employee to telework on Wednesday instead of Tuesday (Week 2) to accommodate the employee reporting onsite Tuesday for a work obligation.

Monday Week 1 Regular Day Off	Tuesday Week 1 Routine Telework Day TW	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Onsite RG	Tuesday Week 2 Onsite RG	Wednesday Week 2 Situational Telework TS	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Routine Telework Day TW

ATTACHMENT 7: TELE/REMOTE WORK REQUIRED TRAINING

DOE's [Tele/Remote Work Required Training](#) can be accessed via the [Policy Memo #106A](#) HCnet page.

ATTACHMENT 8: SELF-CERTIFICATION SAFETY CHECKLIST

DOE's [Self-Certification Safety Checklist](#) can also be accessed via the [Policy Memo #106A](#) HCnet page.

U.S. Department of Energy
Washington, DC

ORDER

DOE O 314.1A

Approved: 10-13-2023

SUBJECT: TELEWORK AND REMOTE WORK PROGRAM

1. PURPOSE.

- a. To establish the requirements and responsibilities for administering the Department of Energy's (DOE) Telework and Remote Work (tele/remote) Program in accordance with Telework Enhancement Act of 2010, Public Law 111-292, and Supplemental Guidance from the Office of Personnel Management (OPM) and the Office of the Chief Human Capital Officer (HC).
- b. The [Telework Enhancement Act of 2010](#) (the Act) requires executive branch agencies to establish policies that authorizes eligible employees to telework. Under current law, the Secretary establishes remote work policies pursuant to the inherent authority to direct the affairs of their agency per 5 U.S.C. §§ [301](#) and [302](#).
- c. DOE is committed to creating a flexible and agile workforce that enables DOE to respond to local and world events and that highlights DOE's core values and principles of diversity, equity, inclusion, and accessibility. Through tele/remote work, DOE will shape a workplace that ensures mission accomplishment, achieves a reduced carbon footprint, improves recruitment and retention, and reduces facility costs.
- d. This Order should be read in conjunction with Office of the Chief Human Capital (HC) [Policy Memorandum \(PM\) #106, Telework/Remote Work](#), or successor PM, which includes implementing guidance and templates.

2. CANCELS/SUPERSEDES. DOE O 314.1, *DOE-FLEX: DOE'S Telework Program*, dated 2-11-2013.

3. APPLICABILITY.

a. Departmental Applicability.

- (1) This directive applies to all Departmental Elements (DE) and employees in all pay plans.
- (2) Employees who are currently covered by collective bargaining agreements (CBA) should review the applicable tele/remote work section of the CBA for any additional requirements specific to bargaining unit employees.
- (3) The Administrator of the National Nuclear Security Administration (NNSA) must ensure NNSA employees comply with their responsibilities

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INITIATED BY:
Office of Human Capital

A1191

under this directive. Nothing in this directive will be construed to interfere with the NNSA Administrator's authority under section 3212(d) of Public Law (P.L.) 10665 to establish Administration specific policies, unless disapproved by the Secretary.

- b. DOE Contractors. This program does not apply to contractors.
- c. Equivalencies/Exemptions for DOE O 314.1A.
 - (1) Employees under a tele/remote work agreement due to a reasonable accommodation provided under [PM #100B, Reasonable Accommodation](#), or its successor, are exempt from this Order. DE(s) must follow the provisions of this Order unless doing so violates Federal regulations or requirements.
 - (2) Equivalency. In accordance with the responsibilities and authorities assigned by Executive Order 12344, codified at 50 U.S.C. §§ sections 2406 and 2511 and to ensure consistency throughout the joint Navy/DOE Naval Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors (Director) will implement and oversee requirements and practices pertaining to this Directive for activities under the Director's cognizance, as deemed appropriate.

4. REQUIREMENTS.

- a. General.
 - (1) In accordance with the Act, HC manages the Tele/Remote Work Program, and the Chief Human Capital Officer (CHCO) serves as the Telework Managing Officer (TMO).
 - (2) The Tele/Remote Work Program will be managed in a fair and equitable manner without regard to race; ethnicity; color; religion; gender (including pregnancy and gender identity); national origin; age; disability; political affiliation; sexual orientation; genetic information; marital or family status, personal favoritism; membership or non-membership in an employee organization, or holding of office in an employee organization; or any other non-merit based factor.
 - (3) DEs must establish a tele/remote work posture that is fully aligned with their program's organization health and performance requirements.
 - (4) This information supersedes all previously issued DOE Desk References, procedures, guidance, organizational handbooks, and implementing documents (program-specific or otherwise), except for any covered topics that were negotiated under Collective Bargaining Agreements (CBA(s)).

- (a) If there is a conflict between the CBAs covering bargaining unit employees (BUEs) and any provision of this Order, the negotiated CBA shall prevail, provided the negotiated terms conform to Federal law and regulation.
- (5) Where this Order is silent or conflicts with law, any discretionary decision is subject to law and Office of Personnel Management (OPM) regulations or guidance. When provisions of this Order differ from changes in law or OPM regulations/guidance, the changes in law or regulations/guidance will supersede.
- (6) Tele/remote work can be an appropriate reasonable accommodation (RA) for an employee with a disability. The initiation or termination of a tele/remote work agreement that is in place due to an approved RA must be made in accordance with [PM #100B, Reasonable Accommodation](#), or its successor.
- (7) Tele/remote work must not diminish employee performance or DOE operations; it should facilitate, not impede, the accomplishment of work.
- (8) The duties of the position, nature of work, and mission of the DE determine if a position can support telework or working remotely; it is not based on an individual manager's preference. Changes to a position's tele/remote designation must be made using sound business reasons. Positions need to be fairly and equitably categorized across the DE.
- (9) Each DOE DE must designate a tele/remote work coordinator (TWC).
- (10) All employees and supervisors must have an appropriate tele/remote work agreement in place prior to starting tele/remote work. A copy of the signed tele/remote work agreement must be shared with the DE's TWC.
- (11) Employees on tele/remote work agreements must follow duty station requirements as provided in [5 CFR 531.605](#) as well as PM #106, or its successor. Paragraphs (d) and (e) in 5 CFR 531.605 do not apply to employees on Remote Work Agreements.
- (12) Employees who are directly engaged in performing the duties of their jobs at their workstation (e.g., desk) are covered by the [Federal Employees' Compensation Act](#), regardless of whether the work is performed on DOE's premises or at an alternative worksite. As such, employees must immediately report to their supervisor any job-related incident that results in or has the potential to cause injury or illness. Supervisors must investigate all reports immediately following notification in accordance with [DOE's Workers' Compensation Program](#).
- (13) Employees must protect information used at their alternative worksites and manage records in accordance with established DOE policies,

practices, procedures, and comply with all DOE information technology and cybersecurity guidelines.

- (14) Supervisors must set expectations for teleworking/remote employees regarding methods and frequency of communication (between employees and supervisors, coworkers, customers, etc.).
- (15) Employees cannot tele/remote work with the intent of or for the sole purpose of meeting their dependent or elder care responsibilities while performing official duties; however, telework may be used as part of a more flexible work arrangement to facilitate an employee's ability to manage both work and dependent or elder care.
- (16) All DOE Job Opportunity Announcements (JOAs) must indicate whether the respective position is eligible for telework or the type of remote work (Remote (All US) or Remote (Restricted)).
- (17) Geographically, if approved by the DE and other relevant stakeholders, DOE's tele/remote work program may be authorized in all areas considered to be under the sovereignty of the United States (U.S.) including U.S. territories and commonwealth designations.
- (18) The Department will establish an annual telework participation rate goal. The telework participation goal excludes remote work. DE(s) may establish other participation goals in support of related DE programs.

b. Eligibility.

- (1) Employee participation in tele/remote work is subject to management approval; management has the discretion to cancel tele/remote work agreements when doing so is in the best interest of the Department.
- (2) Supervisors must notify their employees of their eligibility or ineligibility to tele work (ineligibility must be documented in writing).
- (3) Employees may request a tele/remote work agreement in writing. For decisions regarding eligibility for tele/remote work, bargaining unit employees may file a negotiated grievance in accordance with their applicable CBA. Non-bargaining unit employees may file an administrative grievance in accordance with [DOE O 342.1A, Agency Administrative Grievance Policy and Procedures](#).
- (4) Positions must be designated as tele/remote work-eligible based on their duties, responsibilities, and overall goals for organizational health and performance. Designating a position as eligible for remote work must be thoughtfully deliberated and positions analyzed on a case-by-case basis. In addition to the factors below, a variety of matters, including team dynamics, long-term organizational health and performance impacts need

to be considered when determining if a position is eligible for remote work. Additional examples of duties that may render a position ineligible for tele/remote work include:

- (a) Daily, direct handling of secure materials;
- (b) Daily onsite activity that cannot be handled remotely or at an alternative worksite (e.g., customer or stakeholder interface, construction, facility operations, hands-on contact with machinery, equipment, or vehicles); and
- (c) Operating and maintaining transmission lines.

c. Ineligibility.

- (1) Current Federal employees who received a permanent disciplinary action in their electronic Official Personnel File (eOPF) from any federal agency are prohibited from teleworking if:
 - (a) They have been officially disciplined for being absent without official leave (AWOL) for more than five days in any calendar year; or
 - (b) They have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, on a Federal Government computer or while performing Federal Government duties consistent with the guidance set forth in section 2635.704 of title 5, Code of Federal Regulations (CFR).
- (2) Current Federal employees are not authorized to be on tele/remote work agreement or will have their tele/remote work agreement terminated if:
 - (a) An employee's performance continues to diminish employee or organizational mission or goals, even after attempts to mitigate poor performance have been attempted;
 - (b) An employee is unable to access the Department's network or an employee's access does not meet the network requirements (e.g., security, bandwidth, service reliability) and no other work of equal or higher priority that is acceptable to the supervisor can be performed at an alternative worksite; or
 - (c) An employee does not comply with the terms of the tele/remote work agreement.

- (3) When denying, suspending, or terminating a tele/remote work agreement, management must document and demonstrate the reasons for making such a determination.
- (4) Employees in positions not eligible for tele/remote work may become eligible in emergency situations. In the event of an emergency, an employee whose request to tele/remote work has been denied, suspended, or canceled may receive a temporary exception to tele/remote work during an emergency.

d. Telework Requirements.

- (1) Telework arrangements include Routine, Situational-Only, and Medical Telework Agreements.
- (2) Except in certain emergency situations as declared by the TMO or the Secretary, an employee's participation in telework is voluntary.
- (3) All employees should have a Situational-Only Telework Agreement in place unless the position is designated as ineligible for telework or the employee is otherwise not authorized to have a tele/remote work agreement.
- (4) The Official DOE Worksite for an employee on a telework agreement is the location of the DOE Worksite for their position of record and is documented on the employee's Standard Form 50 (SF-50) as the Official Duty Station.
- (5) Management determines the type of telework arrangement(s), the situation(s) in which, and the frequency an employee or group of employees may telework. This is codified on a Telework Agreement.
- (6) Unless a temporary exception is made by the employee's supervisor in accordance with [5 CFR 531.605\(d\)\(2\)](#), employees on a Routine Telework Agreement must be scheduled and report physically to their Official DOE Worksite at least twice each biweekly pay period on a regular and recurring basis.
- (7) A Routine Telework Agreement also covers any situational telework day(s) an employee may have to take during a pay period (e.g., car troubles, temporary emergency) if those situational telework days are approved by their supervisor. Those situational telework days must be properly coded in the appropriate official timekeeping system.
- (8) If an employee is on a Routine Telework Agreement and is later placed on a Situational-Only Telework Agreement, the former Routine Telework Agreement must be terminated.

- (9) If an employee needs a medical telework arrangement, the former Routine (or Situational-Only) Telework Agreement must be terminated, if one existed, and a Medical Telework Agreement must be put in place. Once the Medical Telework Agreement expires, a new Routine (or Situational-Only) Telework Agreement must be put back in place.
- (10) The most recently signed Telework Agreement supersedes any formerly signed Telework Agreement and Telework Agreements must be recertified on an annual basis.
- (11) If an employee is placed on investigative leave, management may require the employee to telework and perform duties like the duties the employee performs onsite or other duties, as appropriate, if such a requirement would not:
 - (a) Pose a threat to the employee or others;
 - (b) Result in the destruction of evidence relevant to an investigation;
 - (c) Result in the loss of or damage to Government property; or
 - (d) Otherwise jeopardize legitimate Government interests.
- (12) Management may direct an employee to report to the Official DOE Worksite or other location on a day, or part of a day, that the employee would otherwise telework. Notice of such direction should be given as far in advance as possible. The employee has no claim to telework on another day during the current pay period unless an alternative day during the pay period is approved; however, the supervisor will make every effort to establish a mutually agreeable adjustment in the employee's telework schedule.
- (13) Telework arrangements could affect employee eligibility for parking. Similarly, transit subsidy benefits can only be used exclusively for commuting from home-to-work and from work-to-home.
 - (a) The use of transit benefits is prohibited for employees when in a non-pay, leave, or telework status.
 - (b) Employees are expected to follow the DE procedures for reporting changes in commuting methods/patterns and may have their transit benefits reduced because of their telework schedule.
- (14) To ensure proper space utilization, teleworking employees may be subject to hoteling (i.e., using shared space) depending on the number of days they are regularly scheduled to report onsite.

- (15) Work assignments to be performed or training to be accomplished while on telework should be mutually understood in advance.
 - (16) Management may suspend a Telework Agreement, in writing, at any time with reasonable notice in the following situations:
 - (a) To mitigate diminished employee or organizational performance if the employee's performance has dropped below the Meets Expectations or equivalent. If attempts to mitigate performance are unsuccessful, management must terminate the Telework Agreement.
 - (b) When there is an adverse impact on the organization's operations, including inadequate office coverage, a security violation, or inappropriate conduct.
 - (c) In these situations, the supervisor must immediately contact the Servicing Employee Relations Specialist for guidance.
 - (17) If an employee's request to telework is denied, or their Telework Agreement is suspended or terminated, the employee is required to report to the Official DOE Worksite as scheduled and instructed by management.
 - (a) If the employee fails to report to their Official DOE Worksite as scheduled and instructed, the supervisor must immediately contact the Servicing Employee Relations Specialist for guidance.
 - (b) Failure to report to the Official DOE Worksite may result in disciplinary or adverse action, up to and including removal from Federal employment.
 - (18) The employee can end their Telework Agreement at any time by giving their supervisor reasonable notice and returning to their Official DOE Worksite. If office space is unavailable at their Official DOE Worksite, the termination of the Telework Agreement may be delayed until the appropriate physical workspace can be made available.
 - (19) Employees and supervisors must recertify Telework Agreements annually and submit recertifications to their TWC. The TWC must codify this in the personnel system to meet the Office of Personnel Management (OPM) reporting requirements.
- e. Remote Work Requirements.
- (1) Remote work arrangements include both Remote (All-US) and Remote (Restricted) Agreements.

- (2) HDEs must ensure new positions designated as Remote (Restricted) or Remote (All-US) are approved at a senior-level within their DE (i.e., no lower than a Field Site Manager or Principal Deputy or equivalent for Headquarters DEs) to ensure consistent application and mission requirements can be met within their DE.
- (3) Employees on a Remote Work Agreement can work anywhere listed in 5 CFR § 531.603.
- (4) The Official Remote Worksite is the location where an employee covered by a Remote Work Agreement primarily works on a recurring basis. For pay purposes, and in accordance with 5 CFR § 531.605 (except for paragraphs (d) and (e)), the employee's Official Remote Worksite must be documented on their Standard Form 50 (SF-50) as their Official Duty Station.
- (5) Employees on Remote Work Agreements are not eligible for parking or transit subsidy benefits.
- (6) Annual certification of permanent Remote Work Agreements are not required. [Temporary Remote Work Agreement \(doe.gov\)](#) cannot exceed one year in duration unless an extension is granted in writing by the supervisor.
- (7) JOAs must include remote work eligibility as a condition of Federal employment if the position is eligible and the duties support a remote work arrangement.
- (8) For currently occupied positions, remote work cannot be mandated as a condition of employment without a signed Remote Work Agreement. When signing a Remote Work Agreement for the first time, a personnel action is required even if an employee is not relocating from their current residence. The personnel action must be processed through the employee's Servicing Human Resources Office/Shared Service Center (SHRO/SSC).
- (9) Employees on Remote Work Agreements are not expected to report to an Official DOE Worksite on a regular and recurring basis (e.g., every pay period), but may be required to do so with some regularity as determined by their supervisor (e.g., a few times a quarter) for work that cannot be performed remotely. Similarly, employees on Remote Work Agreements may occasionally be required to report to other non-DOE locations for work-related activities, such as training.
 - (a) The proximity of travel from the employee's Official Remote Worksite determines whether an expense is reimbursed as a temporary duty (TDY) travel expense, as described in the Federal Travel Regulation (FTR) in [41 CFR Part 301-11](#). This based on the

Local Commuting Area (LCA) which is defined by GSA as the 50-mile radius surrounding the Official Remote Worksite.

- (b) A remote employee who travels outside the LCA of their Official Remote Worksite (i.e., more than 50 miles) to report to a DOE facility, or another location to engage in other work-related activities (e.g., training, meeting); and who meets the requirements of [41 CFR Part 301-11](#) is eligible for TDY and may be eligible for compensatory time off for travel, as well as per diem expenses (if the travel exceeds 12 hours) in accordance with the FTR. Travel authorizations are required for travel outside the LCA in accordance with [DOE Manual \(M\) 552.1-1A, U.S. Department of Energy Travel Manual](#).
- (c) Travel authorizations are not required for travel within the LCA in accordance with DOE M 552.1-1A.

1 A remote employee who travels within the LCA of their Official Remote Worksite (i.e., 50 miles or less) to report to a DOE facility is not eligible for TDY or local travel reimbursement, or compensatory time off for travel in accordance with DOE M 552.1-1A.

2 A remote employee who travels within the LCA of their Official Remote Worksite (i.e., 50 miles or less) to engage in other work-related activities (e.g., training, offsite meetings) held outside of a DOE facility is not eligible for TDY or compensatory travel time off for traveling in accordance with DOE M 552.1-1A. However, the remote employee may be eligible for local travel reimbursement (i.e., actual cost of train, bus, or mileage for use of Privately Own Vehicle (POV), including any unusual parking fees to and from their Official Remote Worksite).

(10) DEs are encouraged to conduct a formal and complete assessment of benefits and cost to determine if a remote arrangement is mission-enabling and efficient.

- (a) This review must consider any impact on the mission needs of the organization.
- (b) The review can also consider business reasons including retention of high performing employees, recruitment needs, or DOE real estate and other business cost reductions.
- (c) DEs should also consider the cost of any periodic travel to the Official DOE Worksite if it would be outside the LCA of an employee's Official Remote Worksite, as well as the cost of travel

to other locations where the employee is reasonably expected to travel from their Official Remote Worksite as compared to travel costs from the Official DOE Worksite.

- (d) DEs can use [HC's Remote Work Arrangement Analysis Tool](#) to analyze the cost savings of a new or modified Remote Work Agreement to provide applicable justifications for approving or denying remote work requests.
- (11) When an employee enters into a Remote Work Agreement and is subject to a management-directed reassignment for any reason, including diminishment of performance, and the employee chooses to separate instead of accepting the management-directed reassignment, the reassignment is not considered involuntary and will not include severance pay.
- (12) Management has the right to disapprove, terminate, or modify Remote Work Agreements in writing at any time due to business necessity (e.g., increased cost, changing organizational/business needs, workforce reshaping, position abolishment, transfer of function, other reasons unrelated to employee conduct or performance) with reasonable notice.
- (a) If an employee's Official Remote Worksite is within the LCA of an appropriate Official DOE Worksite, the employee can be given a management-directed reassignment to a position at the same grade and pay at the Official DOE Worksite. In such cases, employees must be given 30 days advance notice.
 - (b) If an employee's Official Remote Worksite is not within the LCA of an appropriate Official DOE Worksite, the employee can be given a management-directed reassignment to a position at the same grade and pay at the Official DOE Worksite. In such cases, employees must be given 60 days advance notice and any relocation costs will be the responsibility of DOE in accordance with the FTR and applicable DOE policies.
 - (c) If there is no suitable position available, or if the employee declines the position offered or the offer to move to the Official DOE Worksite, management may propose the employee's removal for failure to accept a management-directed reassignment. In which case, the proposed removal will be consistent with applicable regulations, policies, and CBAs. The employee will be entitled to transition assistance in accordance with DOE's PM #13A, Reemployment Priority List, and DOE's Career Transition Assistance Plan (CTAP).

- (13) Management cannot automatically terminate or modify Remote Work Agreements based on employee performance or conduct issues.
 - (a) In the event of performance or conduct issues, supervisors must follow the requirements of [DOE O 331.1D, *Employee Performance Management and Recognition Program*](#), and [DOE O 333.1, *Administering Work Force Discipline, Adverse and Performance-Based Actions*](#).
 - (b) Unacceptable performance, misconduct, or the failure to protect Government records and/or sensitive information may result in disciplinary action, suspension, or removal from Federal service, or the revocation of access to Government systems.
 - (c) If it is determined by management that a Remote Work Agreement outside the LCA of the employee's Official DOE Worksite needs to be terminated/modified to address performance or conduct issues, any associated expenses (e.g., relocation expenses) will be the responsibility of the employee and will not be funded by DOE.
- (14) If an employee requests to establish, modify, or terminate a Remote Work Agreement, including a temporary remote work arrangement, any expenses (e.g., relocation expenses) will be the responsibility of the employee and will not be funded by DOE.
- (15) Any "Change in Duty Station" personnel action can result in the employee being assigned to a new competitive area for the purposes of reduction in force (RIF) or transfer of function procedures. The employee will be assigned to a new competitive area (as described in Section g below) based on their tier-one organization (sub-agency) and its geographical component.
- (16) If an employee wants to end a Remote Work Agreement, they must obtain approval from their supervisor, and any other internal approval established by their DE at least 60 days in advance.
 - (a) SHRO/SSCs must be notified at least one pay period in advance that a "Change in Duty Station" personnel action is required on the employee's behalf.
 - (b) When a Remote Work Agreement is terminated at the employee's request and office space is available at an appropriate Official DOE Worksite, the employee will return to the worksite. If office space is unavailable at their Official DOE Worksite, the termination of the Remote Work Agreement may be delayed until the appropriate physical workspace can be made available.

- (17) If an employee wants to change their Official Remote Worksite and such change will result in a change in locality pay, the employee must obtain approval from their supervisor, as well as any additional internal approval procedures established by the DE.
- (a) The employee must provide notice at least 60 days in advance of the proposed date of the change. SHRO/SSCs must be notified at least one pay period in advance that a “Change in Duty Station” personnel action is required.
 - (b) The employee’s pay, taxes, benefits, and entitlements are determined based on their Official Remote Worksite and such change may result in loss of monetary benefit or an increase in costs for the DE.
 - (c) Unless there are extenuating circumstances, supervisors have 30 calendar days to approve or deny an employee’s request to move. Supervisors must consult with the applicable SHRO/SSC and GC prior to denying such a request.
 - (d) If approved, a new Remote Work Agreement must be signed by all parties prior to moving and effecting the associated personnel action. The employee is not authorized to move without the supervisor’s written approval in the Remote Work Agreement. Moving without written supervisor approval may result in disciplinary action up to and including removal from federal service.
- (18) If an employee on a Remote Work Agreement wants to change their Official Remote Worksite, even if that change does not modify the locality pay, the employee must obtain approval from their supervisor, as well as any additional internal approval procedures established by the DE.
- (a) The employee must provide notice at least 60 days in advance of the proposed date of the change. SHRO/SSCs must be notified at least one pay period in advance that a “Change in Duty Station” personnel action is required.
 - (b) Changing an address even if the move does not result in a change of City, County or State is a change to the Official Remote Worksite.
 - (c) Changes in counties require an update to an employee’s Official Remote Worksite (via SF-50) even if locality pay does not change.
 - (d) The change in the employee’s Official Remote Worksite may result in an increase in travel costs for the DE if the employee moves outside of the LCA of the Official DOE Worksite.

- (e) Unless there are extenuating circumstances, supervisors have 30 calendar days to approve or deny an employee's request to move. Supervisors must consult with the applicable SHRO/SSC and GC prior to denying such a request.
 - (f) If approved, a new Remote Work Agreement must be signed by all parties prior to moving and effecting the associated personnel action. The employee is not authorized to move without the supervisor's written approval in the Remote Work Agreement. Moving without written supervisor approval may result in disciplinary action up to and including removal from federal service.
- (19) If an employee wants to work remotely on a temporary basis due to specific personal circumstances (e.g., to support an employee's temporary relocation during their spouse's military deployment, or while they care for a family member), the employee must obtain approval from their supervisor, as well as any additional internal DE approval procedures, at least 60 calendar days in advance of the start of the arrangement, or as soon as practicable if due to an emergency.
- (a) Temporary Remote Work Agreements cannot exceed six months in duration unless an extension is granted in writing by the supervisor and any additional internal DE approval procedures.
 - (b) For the duration of the Temporary Remote Work Agreement, the employee's Official Duty Station on their SF-50 must be changed to reflect their Official Remote Worksite as indicated on the Temporary Remote Work Agreement. This change may result in a loss of monetary benefit in some cases or an increase in costs for the DE.
 - (c) The Official Duty Station will revert to the original DOE Worksite of the employee's position of record at the expiration of the Temporary Remote Work Agreement. SHRO/SSCs must be notified at least one pay period in advance that a "Change in Duty Station" personnel action is required.
 - (d) An employee's work duties and responsibilities may be adjusted for the duration of the Temporary Remote Work Agreement to support remote work in accordance with mission requirements.
 - (e) Unless there are extenuating circumstances, supervisors have 30 calendar days to approve or deny an employee's request to be covered by a Temporary Remote Work Agreement. Supervisors must consult with the applicable SHRO/SSC and GC prior to granting or denying such a request.

- (f) If approved, a Temporary Remote Work Agreement, which consists of a Remote Work Agreement and a Temporary Remote Work Addendum, must be signed by all parties prior to moving and effecting the associated personnel action. The employee is not authorized to move without the supervisor's written approval in the Remote Work Agreement and Temporary Remote Work Addendum. Moving without written supervisor approval may result in disciplinary action up to and including removal from federal service.

f. Competitive Area.

- (1) Competitive areas for employees covered by a Remote Work Agreement will reflect the city and state of the employee's reporting DE.
 - (a) For example: an HC employee who lives in Denver, Colorado and works for HC, whose Official DOE Worksite is in Washington, DC, will be assigned to the Washington, DC, competitive area.
 - (b) SHRO/SSCs must submit a competitive area request form to the HC Policy Division when processing SF-50s for new Official Duty Stations commensurate with this section's requirements.

g. Continuity of Operations (COOP) Plans and Emergency Events.

- (1) Telework is an integral part of DOE's COOP at all levels. During any period where an organization is operating under a COOP, the COOP will supersede this Directive, HC PM #106 or its successor, and the provisions of the tele/remote work agreement.
- (2) When changes in the operating status of the Federal Government or a DOE facility or a COOP event impact the normal operations of the Official DOE Worksite/Official Remote Worksite, it is expected that employees on tele/remote work agreements will continue to perform under their tele/remote work agreement. This applies even when such an event occurs on days when employees would normally report to the Official DOE Worksite.
 - (c) Employees on approved tele/remote work agreements are not eligible for Weather and Safety Leave (WSL) in accordance with 5 CFR § 630.1605, unless there are extenuating circumstances preventing them from working from their alternative worksites.
 - (d) The final decision to approve WSL rests with the supervisor and will be based upon several factors, such as the nature of the employee's interactions with the worksite affected by the dismissal or closure; the nature and severity of the emergency situation; the duration of the situation; and other circumstances that are common

or unique to a given emergency (e.g., power outages, travel delays).

- (3) If there are factors present that prevent or impact an employee's ability to effectively perform their duties at home (e.g., care of small children when schools or care facilities are closed due to weather or an emergency event), a teleworking/remote employee must account for work and non-work hours during their tour of duty and take appropriate leave (paid or unpaid) for time spent away from normal work-related activities.
- (4) Certain emergency-designated employees may be required to report onsite during emergency situations to perform their official duties; such employees are ineligible for telework during emergencies.
- (5) At least annually, supervisors must notify emergency-designated employees in writing of the requirement for them to report to the Official DOE Worksite or work from an alternative worksite when Government operations are disrupted.
- (6) If an employee's duties during an emergency event are different from their normal duties, supervisors should include a description of those duties with the employee's Situational-Only Telework Agreement.
- (7) In the event of an emergency, employees in positions not eligible for telework may become eligible on a temporary basis. Similarly, an employee whose request to telework has been denied, suspended, or canceled may receive a temporary exception to telework during an emergency.
- (8) Any employee designated as a member of their organization's Continuity Emergency Response Group will be required to have at least a Situational-Only Telework Agreement in place, in accordance with DOE O 150.1, Continuity Programs.
- (9) An employee's Official DOE Worksite/Official Remote Worksite does not change when the employee does not perform work at that site due to an emergency.
- (10) If a teleworking/remote employee is forced to evacuate, they must report the new location (city and state) from which they are teleworking to their supervisor.

h. Performance Management.

- (2) Tele/remote work employees and onsite employees must be treated equally for the purposes of work requirements, performance standards and expectations, periodic appraisals of job performance, training, awards,

reassignment, promotion, reduction in grade, retention, and other personnel actions requiring management discretion.

- (3) Consistent with onsite personnel, employees must be held accountable for the results they are expected to produce while tele/remote working.

i. Work Schedules and Hours of Duty.

- (4) Time spent working, whether onsite or in a tele/remote work status, must be accounted for and reported in the appropriate official timekeeping system (e.g., ATAAPS). Additionally, time not spent working during the employee's tour of duty must be accounted for and reported appropriately.
 - (a) Supervisors must ensure reported time adheres to [DOE O 322.1C, Pay and Leave Administration and Hours of Duty](#), or successor policy.
 - (b) Certifying officials must ensure any time reported for pay purposes in a tele/remote work status includes the proper reason pay code in the official timekeeping system.
- (5) Time spent in a tele/remote work status is official duty time; employees are expected to perform DOE business only.
- (6) Employees must ensure all hours are reported for pay purposes, including regular tours of duty, overtime, compensatory time, or credit hours earned, during which an employee teleworks.
- (7) DEs can use additional tools/technology to validate time and attendance. Such tools/technology are subject to collective bargaining obligations.
- (8) Employees on tele/remote work agreements must be at their alternative worksite (or another location, as approved by their supervisor) during their scheduled tour of duty or approved work hours.
- (9) With supervisory approval, employees may modify certain aspects of their approved work hours while in a tele/remote work status (e.g., begin the workday earlier and end earlier than on those days when they would normally work within a flexible work schedule).
- (10) Tele/remote work and alternative work schedules are different work flexibility arrangements; concurrent use is permissible and encouraged when compatible with mission requirements and individual performance, and in accordance with DE requirements.
- (11) All premium pay provisions that apply to work at the DOE Official Worksite also apply to employees who perform tele/remote work. For

example, tele/remote work employees may work overtime only when specifically ordered and or approved in advance by the supervisor.

j. Domestic Employee Teleworking Overseas (DETO) Agreement.

- (1) A DETO Agreement is a temporary overseas remote work arrangement that allows Federal employees to perform the duties of their domestic DOE position of record from an approved overseas location.
- (2) The authority to work remotely overseas on a DETO Agreement is limited and subject to internal and external approvals from various stakeholders including final approval from the Department of State (DOS).
- (3) All DETO Agreements must be approved by DOS prior to working remotely overseas. All DOE employees seeking a DETO Agreement must be vetted with NNSA's Office of International Operations, which will consult with the relevant DOS Regional Bureau Executive Office prior to submitting a request.
- (4) Employees working remotely from Hawaii or U.S. territories (Puerto Rico, American Samoa, Guam, Northern Marina Islands, and the U.S. Virgin Islands) are not required to have a signed DETO Agreement.
- (5) Remote working from an overseas location on a DETO Agreement is distinct from other work flexibilities which may allow an employee who is overseas for a short duration (e.g., vacation) to check email, touch base with a supervisor, call into a meeting or log into a work account to accomplish work. Further, employees on official travel orders (i.e., TDY) are typically allowed to log in and perform DOE work while overseas without a formal DETO Agreement. Prior to authorizing this type of work flexibility overseas, DEs must consult with the Office of Chief Information Officer (OCIO) and follow any applicable OCIO policies.
- (6) HC PM#108, *Domestic Employees Teleworking Overseas* provides implementing guidelines for authorizing DETO Agreements.

k. Equipment, Supplies, and Connectivity.

- (1) The Department may provide Government Furnished Equipment (GFE) and office supplies necessary for employees conducting official Government business while in a tele/remote work status.
 - (a) Employees must use and maintain GFE in accordance with established DOE policies, practices, and procedures and return GFE to DOE upon termination of their tele/remote work agreement.

- (b) The DE is responsible for maintaining GFE records and is responsible for paying for the cost of returning the DE's GFE.
- (2) Employees are responsible for ensuring their home workstation space is safe. Employees must take any necessary corrective actions to eliminate potential safety hazards in the home workstation prior to tele/remote working.
- (c) Employees are required to complete Self-Certification Safety Checklist (see PM#106 or successor) prior to signing a tele/remote work agreement and certify their home workstation will be maintained in a safe, hazard-free condition, and be as free from distraction as possible.
- (3) Employees are responsible for ensuring their approved Official Remote Worksite or alternate telework worksite has the requirements and appropriate resources available to support tele/remote work.
- (4) DOE is not responsible for operating costs; home maintenance; insurance; utilities; internet access; or service, maintenance, damage, or replacement of privately owned equipment used for tele/remote work purposes, including personal printer supplies/paper; or any other incidental costs not expressly authorized. Authorized costs must be approved in writing by the supervisor prior to incurring them.
- (5) If an employee experiences a connectivity problem and is unable to work, the employee must inform their supervisor immediately and routinely try to reconnect to determine if issues have been resolved.
- (d) If the problem is due to DOE-related networking issues (e.g., Citrix, Global Protect, VPN problems), the employee's timecard should be coded as tele/remote working.
 - (e) If the problem is due to issues at the tele/remote worksite (e.g., home internet is down, a power outage occurs), the supervisor will consider all factors, including but not limited to, the nature of the circumstances, any work assignments that can still be performed under the circumstances, and whether leave, administrative leave, or another duty status is appropriate.
 - (f) If an employee expects to experience longer than normal connectivity issues (e.g., all day or several days) and requests administrative leave or WSL, the supervisor may request documentation of the disruption prior to approving the leave request. Depending on the situation (i.e., assuming it is safe to travel), attempts should be made to telework from an alternate location with connectivity prior to requesting administrative or WSL.

1. Training.

- (1) Employees and supervisors must complete all required training prior to signing a tele/remote work agreement.
- (2) Employees and supervisors must certify they completed all required training on the tele/remote work agreement.

5. RESPONSIBILITIES.

a. Chief Human Capital Officer.

- (1) Serve as DOE's TMO, the primary point of contact with OPM on tele/remote work matters on behalf of DOE.
- (2) Administer the DOE Tele/Remote Work Program and develop and issue implementing guidance via policy memorandums or other appropriate mechanisms (e.g., tele/remote work agreements, templates) in accordance with applicable regulations, guidance, and requirements.
- (3) Review and incorporate major legislation and OPM policy changes into DOE's implementing tele/remote work guidance.
- (4) Serve as an advisor to agency leadership.
- (5) Serve as a resource for managers and employees.
- (6) Oversee the collection and reporting of data responsive to OPM reporting requirements.

b. Heads of Departmental Elements (HDE) (or Designees).

- (1) Identify a TWC(s) who will assist with administering the Tele/Remote Work Program for the DE.
- (2) Ensure new positions designated as Remote (Restricted) or Remote (All-US) are approved at a senior-level within their DE (i.e., no lower than a Field Site Manager or Principal Deputy or equivalent for Headquarters DEs) to ensure consistent application and mission requirements can be met within their DE.
- (3) If needed, develop DE specific policy that aligns with this Directive and HC implementing guidance via HC PM #106 or its successor. The DE specific policy may include a plan for effectively managing tele/remote work in their respective organizations.

- c. DOE COOP Manager.
 - (1) Work collaboratively with HC to ensure telework is an integrated part of the Department's COOP Plan.

- d. DOE Tele/Remote Work Program Manager (HC Policy Division/Office of Policy, Labor and Employee Relations).
 - (1) Maintain and provide supplemental guidance concerning the Department's Tele/Remote Work Program.
 - (2) In coordination with the TWC, evaluate the effectiveness of DOE's Tele/Remote Work Program, considering feedback received from stakeholders.
 - (3) Serve as a resource for TWCs.
 - (4) Coordinate, collect and report tele/remote work data to OPM and other agencies, as needed.
 - (5) Maintain Department-level tele/remote work participation reports.

- e. DE Tele/Remote Work Coordinators (TWC).
 - (1) Collect and maintain copies of tele/remote work agreements; when an electronic telework system is used, the system will serve as the repository for agreements.
 - (2) Ensure employees and supervisors complete all required training prior to implementing a tele/remote work agreement and maintain copies of training certificates for respective employees.
 - (3) Update new or revised position telework/remote work designations and employee telework/remote work agreements in Corporate Human Resources Information System (CHRIS) or the official HR system every pay period.
 - (4) Maintain and provide guidance concerning the tele/remote work plan for their DE.
 - (5) Submit tele/remote work participation reports and annual telework recertification statistics/reports to the DOE Tele/Remote Work Program Manager.

- f. Servicing Human Resources Offices and Shared Services Centers.
 - (1) Process personnel actions (SF-50) for employees on Remote Work Agreements.

- (2) Maintain and update competitive areas in accordance with Reduction-in-Force Policy and workforce reshaping procedures.
- (3) Process tele/remote work position designations to ensure accurate documentation in CHRIS or the official HR system when building positions and processing personnel actions.
- (4) Ensure JOAs indicate whether the respective position is tele/remote work (Restricted or All) eligible.
- (5) Ensure new employees are aware of the Department's work-life programs, including tele/remote work.
- (6) Review an employee's eOPF to determine if there is an official permanent disciplinary action leading to permanent ineligibility of telework due to:
 - (a) Being AWOL for more than 5 days in any calendar year; or
 - (b) Violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

g. Supervisors.

- (1) Complete all required tele/remote work training prior to approving a tele/remote work agreement.
- (2) For each position or group of similarly situated positions, determine whether any portion of work can be performed at an alternative worksite and, if so, the type of tele/remote work agreement consistent with the DE's tele/remote work approach.
- (3) Notify all employees of their eligibility or ineligibility to tele/remote work—if ineligible, provide the business reason(s) based on the exclusions identified above.
- (4) Review and approve tele/remote work agreements prior to employees beginning tele/remote work.
- (5) Submit requests for duty station changes to the applicable SHRO/SSC at least a pay period in advance of the proposed effective date to ensure for processing.
- (6) Effectively manage tele/remote working employees to maintain compliance with their tele/remote work agreements and take appropriate

steps to terminate the agreement if non-compliance is not promptly corrected.

- (7) Ensure tele/remote work does not diminish employee performance or DOE operations.
- (8) Consult with the Servicing Local Reasonable Accommodation Coordinator and/or Employee Relations Specialist when employee requests telework as a reasonable accommodation pursuant to the Americans with Disabilities Act, as amended, in a timely and efficient manner based on the Department's Reasonable Accommodation Policy.
- (9) Ensure and certify tele/remote work hours for employees are accurately recorded in the official timekeeping system.
- (10) Absent extenuating circumstances or temporary exceptions made in accordance with 5 CFR 531.605(d)(2), ensure employees are adhering to the work scheduled defined on their telework form.

h. Employees.

- (1) Complete all required training prior to entering into a tele/remote work agreement.
- (2) Ensure a tele/remote work agreement has been submitted and approved prior to beginning the work arrangement.
- (3) Comply with the terms of the tele/remote work agreement.
- (4) Comply with supervisory expectations regarding methods and frequency of communication.
- (5) Protect information used at the alternative worksite in accordance with established DOE policies, practices, and procedures, and comply with all DOE information technology and cybersecurity guidelines.
- (6) Use and maintain GFE in accordance with established DOE policies, practices, and procedures and return GFE to DOE upon termination of the tele/remote work agreement.
- (7) Follow their DE's procedures for reporting changes in commuting methods/patterns because of their telework schedule.
- (8) Request a change to a duty station or telework or remote work agreement in accordance with the procedures set forth in this Order.
- (9) Record all tele/remote work hours accurately in the official timekeeping system.

6. INVOKED STANDARDS. This Order does not invoke any DOE technical standards or industry standards as required methods. Note: DOE O 251.1D, Appendix J provides a definition for “invoked technical standard.”

7. DEFINITIONS.
 - a. Alternate Worksite. An employee’s approved telework site. For a remote worker, it is their approved Official Remote Worksite.

 - b. Domestic Employees Teleworking Overseas (DETO) Agreement: A temporary overseas remote work arrangement that allows Federal employees to perform the duties of their domestic DOE position of record from an approved overseas location. DETO Agreements require DOE approval with final approval from the Department of State. A DETO Agreement is not required when an employee is working remotely from non-foreign locations (e.g., territories).

 - c. Local Commuting Area. Defined by GSA as the 50-mile radius surrounding the DOE Worksite or a remote worker’s Official Remote Worksite. Remote employees are eligible for travel reimbursement when reporting to the DOE Worksite if their Official Remote Worksite is outside of the 50-mile LCA of a DOE Worksite.

 - d. Medical Telework. A limited telework arrangement where an employee may be allowed to telework when the position may not otherwise permit for telework or telework more often than typically authorized. A Medical Telework Agreement must be completed by the employee and approved by the supervisor prior to the employee beginning the medical telework arrangement. Medical Telework is an appropriate arrangement for an employee’s medical condition (e.g., definitive periods of confinement, rehabilitation, recuperation) or that of a family member when the employee is expected to provide care for the family member throughout the specified period. A medical arrangement must be supported by acceptable documentation from the applicable medical service provider and provided in advance of medical telework starting unless there is an emergency. The duration of a medical telework agreement is determined by the specified period that the arrangement is in effect but cannot be longer than four months. It may be reduced or extended only once for an additional four-month period, depending on the circumstances. When on a Medical Telework Agreement, an employee is not required to change their duty station.

 - e. Official Remote Worksite. The remote location (usually employee’s residence) from which an employee on a Remote Work Agreement regularly performs.

 - f. Official DOE Worksite. An official DOE location where work activities are based, generally considered a centralized location of an employee’s assigned organization. This is the duty station for a teleworking employee’s position of record and where the employee is scheduled to report a minimum of two days per

pay period on a regular and recurring basis unless a temporary exception is made by the employee's supervisor in accordance with 5 CFR § 531.605(d)(2).

- g. Realistic Commuting Distance. The distance a Remote (Restricted) employee might reasonably be expected to commute from their Official Remote Worksite to a DOE Worksite with some regularity (e.g., a few times a quarter) is generally no more than 2.5 hours commuting time or approximately 125 miles in distance. Field sites may define its own reasonable commuting distance based on mission needs and location.
- h. Remote Work Agreement. A written document signed by the employee and DOE to authorize an employee to work remotely—either Remote (All-US) or Remote (Restricted). This written document outlines the terms, conditions, and expectations of remote work and defines the Official Remote Worksite.
- i. Remote Work Arrangement. A work arrangement in which the employee continually works from an approved remote worksite (usually the employee's residence) and is not expected to report to an Official DOE Worksite on a regular and recurring basis. This arrangement is codified on a Remote Work Agreement. A remote work is distinct from telework and results in a change in duty station location to reflect the Official Remote Worksite.
- j. Remote (All US). A designation that a position can support full-time remote work from anywhere in the U.S. With supervisory approval, the employee's Official Remote Worksite may be located anywhere in the United States and U.S. Territories (i.e., may be outside of the locality pay area of the DOE Worksite) provided the employee can guarantee a secured and continuous internet connection.
- k. Remote (Restricted). A designation that a position can support full-time remote work, but the employee's Official Remote Worksite must be located within the locality pay area of the DOE Worksite or must be a realistic commuting distance from the DOE Worksite for areas outside of a defined locality pay area (i.e., Rest of the United States locality pay area).
- l. Routine Telework. A voluntary telework arrangement wherein the employee is authorized to telework at least one specific day per pay period on an ongoing, regular schedule for non-medical reasons (e.g., the first Tuesday of the pay period). This is codified on a Routine Telework Agreement. The employee is authorized to telework at an approved alternative worksite on scheduled telework days. The employee must report physically to their Official DOE Worksite at least twice each biweekly pay period on a regular and reoccurring basis. With an approved Routine Telework Agreement, the employee may also telework situationally (i.e., on an ad-hoc basis) with supervisory approval.
- m. Situational-Only Telework. A telework arrangement wherein telework is approved on a case-by-case basis during the pay period. This is codified on a

Situational-Only Telework Agreement. The employee is expected to report onsite daily to the Official DOE Worksite unless a situational telework day is approved for specific non-recurring assignments, special projects, or unscheduled events (i.e., dentist appointment or not physically well enough to come into the office but still able to perform work). Situational telework can also occur in response to a weather or safety event that prevents reporting to the regular workplace.

- n. Telework Agreement. A written document signed by the employee and the supervisory to authorize an employee to telework and specifies if the employee is on a Routine, Situational-Only, or Medical Telework. This written document outlines the terms, conditions, and expectations while on telework.
- o. Telework Arrangement. A work arrangement that allows an employee to perform the duties and responsibilities of their position and other authorized activities from an approved worksite other than the Official DOE Worksite. At a minimum, teleworkers are required to report to the Official DOE Worksite at least twice per pay period in accordance with 5 CFR § 531.605(d)(2).
- p. Temporary Remote Work. A remote work arrangement that is typically established at the request of the employee to accommodate specific personal circumstances (e.g., to support an employee's temporary relocation during their spouse's military deployment) and is only temporary, in nature, usually 12 months or less. This is codified on a Temporary Remote Work Agreement, which consists of a Remote Work Agreement and a Temporary Remote Work Addendum. Unlike regular remote work arrangements, eligibility for temporary remote work is based on personal circumstances vice the duties and responsibilities of the position. This arrangement is distinct from Medical Telework. When on a temporary remote work agreement, an employee is required to change their duty station.

8. REFERENCES.

- a. [5 CFR 550, Subpart D](#) – Payments During Evacuations
- b. [5 CFR 531.605](#) – Determining an Employee's Official Worksite
- c. [5 U.S.C. § 6502](#) – Executive Agencies Telework Requirement
- d. [41 CFR 300-304](#) – Federal Travel Regulation System
- e. [OPM Guide to Telework in the Federal Government](#)
- f. [Telework Enhancement Act](#)
- g. [Federal Employees' Compensation Act](#)
- h. [DOE O 150.1](#) – *Continuity Programs*, or successor

- i. [DOE O 322.1](#) – *Pay and Leave Administration and Hours of Duty*, or successor
 - j. [DOE O 331.1](#) – *Employee Performance Management and Recognition Program*, or successor
 - k. [DOE O 333.1](#) – *Administering Work Force Discipline, Adverse and Performance Based Actions*, or successor
 - l. [DOE O 342.1](#) – *Agency Administrative Grievance Policy and Procedures*, or successor
 - m. [DOE M 552.1-1](#) – *U.S. Department of Energy Travel Manual*, or successor
 - n. [DOE HC PM #13A](#) – *Reemployment Priority List*, or successor
 - o. [DOE HC PM #82](#) – *Weather and Safety Leave*, or successor
 - p. [DOE HC PM #100B](#) – *Reasonable Accommodation*, or successor
 - q. [DOE HC PM #106](#) – *Department of Energy’s Telework/Remote Work Program*, or successor
 - r. [DOE HC PM #108 – Domestic Employees Teleworking Overseas](#), or successor
9. CONTACT. Office of the Chief Human Capital Officer at HC.Policy@hq.doe.gov.

BY ORDER OF THE SECRETARY OF ENERGY:



DAVID M. TURK
Deputy Secretary



TELEWORK AGREEMENT

SECTION 1 General Information

Employee Name	
Departmental Element and Routing Symbol	
Supervisor Name	
Supervisor Title	
Employee's Title, Series, Grade	
Official DOE Reporting Worksite (i.e., DOE worksite of employee's position of record)	
Employee's Telework Site (e.g., employee's home address, to include street, city, state, and zip code)	Street: City: State: Select Zip code:

SECTION 2 Type of Telework Agreement

(Select only one type of agreement as a Routine Agreement includes the ability to telework situationally with Supervisory approval)

Situational:	<input type="checkbox"/>	Routine:	<input type="checkbox"/>
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Complete the information below (must add up to 10 days)

Telework % per pay period (for Routine or Medical)	<input type="checkbox"/> Periodic Routine (1 to 2 days)	<input type="checkbox"/> Routine (3 to 5 days)	<input type="checkbox"/> Routine More than 50% (6 to 8 days)	<input type="checkbox"/> 100% (only Medical)
Number of scheduled telework days per pay period:				Select
Number of Alternate Work Schedule (AWS) days per pay period:				Select
Total number of days at the Employee's Official DOE Worksite per pay period:				Select

SECTION 3 Supervisory Requirements

I discussed and approved the recurring schedule with the Employee.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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I completed the one-time required [Supervisory Training](#). Yes No

Second Level Supervisor Approval Needed? Second Level Supervisor Name:

SECTION 4 Employee Requirements and Terms and Conditions

Review the below terms and conditions and check the appropriate boxes. Telework may not be authorized if the employee does not comply with all items listed below.

I completed the one-time required [Employee Training](#). Yes No

I reviewed the Self-Certification Safety Checklist (PM #106, Attachment 8) and certify my home space is safe, free from hazards, and meets the requirements in the checklist. I will take necessary corrective actions to eliminate potential safety hazards in my home workstation prior to teleworking. Yes No

I understand that in the event of inclement weather or a COOP incident, employees who are regularly scheduled to perform telework or have the means to situationally telework must be prepared to telework, or take unscheduled leave, or a combination of both for the entire workday. Yes No

I am volunteering to telework. Yes No

I have enough portable work for the type of telework being proposed. Yes No

I will adhere to all telework program guidelines and policies. Yes No

I understand that I must maintain a meets expectations or higher performance rating throughout the performance period for continued participation in telework. Yes No

I can work independently and will maintain constant communication with my Supervisor, coworkers, and customers that will enable a relatively seamless transition from onsite to offsite. Yes No

I understand that I am (or will be) considered ineligible to telework if I have been officially disciplined for being absent without leave (AWOL) for more than 5 days, or been officially disciplined for viewing, downloading, or exchanging pornography including child pornography, on a Federal Government computer or while performing official Federal Government duties. Yes No

My Official Duty Station will remain as indicated on my most recent SF-50, block 39. The Official Duty Station will be used to determine pay rates, travel entitlements, and withholding of state income tax. I understand all guidelines applicable to the Official Duty Station are equally applicable to home or satellite worksite. Yes No

I agree to work the original agreed upon or management revised work schedule. My Supervisor reserves the right to alter my work schedule to accommodate business needs. I recognize that I may be asked to come into the office on a scheduled telework day. If required to come into the office, the decision will ordinarily be based on agency mission and business-related needs, with a reasonable period of notice. Yes No

I understand telework time is official duty time and I am expected to perform DOE business only. Yes No

I will obtain my Supervisor's approval of all leave or earning credit hours or overtime/ compensatory time, pursuant to Federal regulations and/or union Collective Bargaining Agreements. Employees covered by the provisions of Fair Labor Standards Act (FLSA) agree that they will not work overtime at the alternate work site unless ordered or authorized by their Supervisor. Yes No

I will report regular time spent teleworking under the appropriate time reporting codes in the official timekeeping system. Yes No

Employment (teleworking) at my telework site is treated the same as employment at the traditional work site for all purposes, including Federal Employees Compensation Act (FECA). I agree to report to my Supervisor immediately any job-related incident that results in or has the potential to cause injury, illness, or property damage and to complete any required forms. Yes No

I understand that DOE will not be responsible for operating costs; insurance; utilities; internet access; or service, maintenance, damage, or replacement of privately owned equipment used for tele/remote work purposes, unless caused by DOE resources; or any other incidental costs not expressly authorized. Authorized costs must be approved in writing by the Supervisor prior to incurring them.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I will protect information used at my teleworking site in accordance with established DOE policies, practices, and procedures, and will comply with all DOE information technology and cybersecurity guidelines.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
My use of any Government Furnished Equipment while teleworking will be in accordance with established DOE policies, practices, and procedures. I understand and agree that DOE property will be used for official DOE business only.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

TERMS AND CONDITIONS OF DOE'S TELEWORK AGREEMENT

1) INTRODUCTION:

This Telework Agreement is between the Employee and the Departmental Element. The Telework Agreement specifies the terms and conditions under which the Employee will participate in DOE's telework program. This Telework Agreement does not create an entitlement.

2) DEFINITIONS:

Below are the definitions of the various types of telework arrangements.

TELEWORK: A workplace flexibility that allows an employee to perform the duties and responsibilities of their position and other authorized activities from an approved worksite other than the Official Reporting Worksite (i.e., DOE Worksite). In accordance with [5 CFR § 531.605](#), the official worksite for an employee covered by a Telework Agreement is the location of the Official Reporting Worksite for the Employee's position (i.e., the place where the Employee would normally work absent a Telework Agreement). At a minimum, teleworkers are required to report to the Official Reporting Worksite at least twice per pay period in accordance with 5 CFR § 531.605(d)(2). In the case of an employee whose work location varies on a recurring basis, the employee need not report at least twice per pay period to the Official Reporting Worksite as long as the employee is performing work within the same locality pay area as the Official Reporting Worksite.

ROUTINE: A voluntary work arrangement that occurs as part of an ongoing, regular schedule wherein the Employee is authorized to telework at least one day per pay period for non-medical reasons. The Employee is authorized to telework at an approved alternative worksite on scheduled days and work at the Official Reporting Worksite on other days during each pay period. If the Employee is on a standard Monday through Friday 8-hour work schedule, a maximum of eight (8) days a pay period can be scheduled as telework. If the Employee is on a 5-4-9 Flexible Work Schedule, a maximum of seven (7) days a pay period may be scheduled telework. With an approved Routine Telework Agreement, the Employee may also telework situationally or on an ad-hoc basis with Supervisory approval. Routine telework agreements may be in effect indefinitely, as long as the Employee's duties or responsibilities do not change significantly, but they are subject to annual review and recertification.

SITUATIONAL: A work arrangement wherein telework is approved on a case-by-case basis and the hours worked are not part of an ongoing and regular telework schedule. This is sometimes referred to as "ad hoc" telework, where the employee may be approved for situational telework for specific non-recurring assignments, special projects, or unscheduled events (i.e., dentist appointment or not physically well enough to come into the office but still able to perform work). Situational telework can also occur in response to a weather or safety event that prevents reporting to the regular workplace. Situational telework arrangement may be in effect indefinitely if the employee's duties and/or responsibilities do not change significantly but are subject to annual review and recertification.

MEDICAL: A limited telework arrangement where an employee may be allowed to telework when the position may not otherwise permit for telework or telework more often than typically authorized. A Medical Telework Agreement must be completed by the employee and approved by the supervisor prior to the employee beginning the Medical Telework Arrangement. Medical Telework is an appropriate arrangement for an employee's medical condition (e.g., definitive periods of confinement, rehabilitation, recuperation) or that of a family member when the employee is expected to provide care for the family member throughout the specified period. A medical arrangement must be supported by acceptable documentation from the applicable medical service provider and provided in advance of medical telework starting, unless there is an emergency. The duration of a Medical Telework Agreement is determined by the specified period that the arrangement is in effect, but cannot be longer than four months. It may be reduced or extended only once for an additional four-month period, depending on the circumstances. When on a Medical Telework Agreement, an employee is not required to change their duty station.

3) EFFECTIVE DATE, DURATION, AND TERMINATION:

This Telework Agreement is effective upon signature from the Supervisor and second-level Supervisor, if applicable. ROUTINE and SITUATIONAL Telework Agreements are generally good for a year and require annual recertification. MEDICAL Telework Agreements are time-bound based on the unique situation.

This Telework Agreement may be terminated by either party. Termination or suspension of the Telework Agreement by DOE is not a disciplinary or adverse action.

The Employee may terminate this Telework Agreement at any time by giving the Employee's Supervisor reasonable notice and returning to the Employee's Official Reporting Worksite. The Employee understands that appropriate notice must be given to management and there may be delays to ensure appropriate physical arrangements are available at the Employee's Official Reporting Worksite.

Management has the right to terminate or modify this Telework Agreement at any time with reasonable notice.

Management will inform the Employee of the reason for termination. Termination for reasons of misconduct or the failure to protect Government records and/or sensitive information may also result in disciplinary action and/or suspension, or the revocation of access to Government systems.

4) APPLICABLE POLICY AND GUIDANCE:

The Employee and Supervisor agree all policies and practices that apply at the Employee's Official Reporting Worksite apply to the Employee when teleworking. The following policy documents apply: DOE Order 314.1, *DOE-Flex: DOE's Telework Program*, or successor order; Policy Memorandum #106, *Telework/Remote Work Program*, which supplements the Office of Personnel Management's 2021 Guide to Telework and Remote Work in the Federal Government; the Departmental Element's telework guidance; and DOE O 206.1, *Department of Energy Privacy Program*, which addresses protecting personally identifiable information (PII). The Employee is bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working at a telework site. For bargaining unit employees, in the event any provision(s) of this telework agreement conflict with the terms of an applicable negotiated collective bargaining agreement, the terms of the negotiated agreement shall prevail.

5) EMPLOYEE'S RESPONSIBILITIES:

While teleworking, the Employee will:

- Perform work assigned by their Supervisor;
- Ensure that the appropriate resources are available or accessible to perform those assignments at the telework site;
- Notify office/division Supervisor and co-workers that the Employee is teleworking and provide a work schedule and phone number for the day;
- Forward the office telephone to the telework site or provide a voicemail greeting message that informs callers how (and when) to contact the Employee;
- Ensure the Microsoft Outlook Calendar is accurate and updated;
- Use designated communication and collaboration tools (e.g., Microsoft Teams, webcams) as determined by their Supervisor;
- Promptly notify their Supervisor and follow their pre-approved standard operating procedure for requesting approval of leave if there is an emergency or an interruption to their normally scheduled workday;
- Upon request of the Supervisor, provide appropriate notification when starting and ending work and of any change in availability during the duty day;
- Be reasonably accessible during scheduled hours of work;
- Safeguard DOE equipment, PII, and records, and use such equipment and records for official business only;
- Maintain any DOE-issued equipment used to perform work at a telework site and refrain from utilizing such equipment for personal reasons except on a de minimis basis;
- Ensure equipment is kept in a safe location, remains up-to-date on system upgrades, and is free from unauthorized software or applications;
- Maintain a reasonably safe working environment, keeping it hazard-free and normally free from distractions;
- Ensure that the time spent on telework is accurately and properly recorded in DOE's time and attendance system; and

- Ensure that unclassified work products are properly safeguarded and safely conveyed between their telework site and any other location, and that classified work products are not taken to the telework site.

6) DEPARTMENTAL ELEMENT'S RESPONSIBILITIES:

In support of telework, the Departmental Element will:

- Provide agreed upon resources to support the Employee while teleworking;
- Ensure the time the Employee teleworks is accurately and properly recorded in DOE's time and attendance system; and
- Except for suspected or known security violations, provide reasonable notice to the Employee when conducting a routine inspection at the Employee's Alternate Telework Site. As needed, inspections at the Employee's Alternate Telework Site are to ensure that equipment and sensitive information are appropriately protected at the Employee's Alternate Telework Site.

7) RESOURCES PROVIDED:

The Departmental Element may furnish Government Funded Equipment (GFE) resources at their discretion, along with network access permissions and associated equipment. The Employee agrees to maintain the GFE resources provided and to report problems with accessing the Departmental Element network, supplied equipment, or software to Departmental Element's appropriate contact or the IT Help Desk and their Supervisor. Employee-provided equipment, services, and operating costs, such as internet, home maintenance, insurance, or utilities that are associated with the Employee's using their home as the telework site are at the Employee's expense, unless specifically authorized by the Departmental Element. Upon termination of this Telework Agreement, all supplied GFE must be returned to the Departmental Element who will be responsible for the return costs.

8) WORK EXPECTATIONS AND PERFORMANCE:

The current fiscal year performance plan applies to this Telework Agreement. The Employee and Supervisor understand that the same Critical Elements apply while on telework as at the Employee's Official Reporting Worksite and that the Employee will be treated the same at all worksites. The Employee understands that if their Supervisor determines that the Employee's performance has dropped below the Meets Expectations (ME) or equivalent Fully Successful level, the Employee may be required to stop teleworking during a Performance Improvement Period as determined by their Supervisor with concurrence from the Employee Relations specialist. If applicable, any additional work expectations other than those identified above in Section 5 may be addressed below (300 character limit per text box):

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9) WORK SCHEDULE:

The Employee's daily hours of duty while teleworking will be the same as at the Employee's Official Reporting Worksite unless a deviation is approved or directed by their Supervisor. The Employee will promptly notify their Supervisor and follow their pre-approved standard operating procedure for requesting approval of leave if there is an emergency or an interruption to their normally scheduled workday. Upon request of the Supervisor, the Employee will notify their Supervisor when starting and ending work, of any change in availability (e.g., departure for and return from an appointment or a conference call that will tie up the telephone for a while). The Employee understands that they may be required to telework outside of their normal work schedule in the case of a temporary emergency situation.

The Employee understands that if their Supervisor determines that a change in the Employee's telework schedule is necessary due to operational needs (e.g., the Supervisor's or a coworker's absence, a face-to-face meeting or conference, examination of materials that cannot be taken from the worksite, to serve as a witness), the Supervisor may direct the Employee to be at the Employee's Official Reporting Worksite or other location on a day, or part of a day that the Employee would otherwise telework. Notice of this direction should be given as far in advance as possible. The Employee further understands that there is no claim on another day during the current pay period or any other pay period to substitute another day or days on telework unless an alternative day during the pay period is approved; however, the Supervisor will make every effort to establish a mutually agreeable adjustment in the Employee's telework schedule. The detailed work schedule on the next page may be completed (optional) to document the biweekly schedule of the Employee.

For AWS days, select "00" in Start and End Hours and Minutes and check the "AWS" checkbox
 The schedule below reflects an agreement between the Employee and Supervisor.

Work Week	Day	Hours				Location		
		Start		End		Official DOE Worksite	Home	AWS
Week 1	Monday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tuesday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Wednesday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Thursday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Friday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Week 2	Monday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tuesday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Wednesday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Thursday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Friday	Hours	Minutes	Hours	Minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10) TIME AND ATTENDANCE REPORTING:

Time spent working, whether onsite or in a telework status, must be accounted for and reported in the appropriate official Departmental timekeeping system (e.g., ATAAPS). Time not spent working during the employee's tour of duty must also be accounted for and reported appropriately. Established rules and procedures apply for authorizing, approving, earning, and using annual leave, sick leave, overtime, or compensatory time, etc. The Employee's time and attendance must be certified by the certifying official so that there is an accounting for all hours included in the work schedule.

In ATAAPS, Employees must code their time as **TW** for Routine Telework, **TS** for Situational Telework, and **TM** for Medical Telework.

MEDICAL telework will be coded into the timekeeping system based on the number of hours worked each day during the approved period for the medical arrangement. Employees on a medical telework arrangement may need to submit a leave request each pay period if on an approved absence if working intermittently or part-time.

Overtime will not be permitted except when expressly authorized and confirmed in writing in advance. If available, credit hours may be earned in accordance with Departmental Element's policies and procedures.

If the Employee experiences a connectivity problem due to DOE-related issues (e.g., Citrix or VPN problems), the Employee's timecard should be coded as teleworking. If the Employee experiences a connectivity problem due to issues at their home (e.g., home internet is down or there is a power outage) and they are unable to telework, they may be granted administrative leave or Weather and Safety Leave (WSL), as appropriate, or may be directed to return to their Official Reporting Worksite.

In both situations, the Employee must inform their Supervisor immediately and routinely try to re-connect to determine if issues have been resolved. If the Employee expects to experience longer than normal connectivity issues at their home (e.g., all day or several days) and request administrative or WSL, the Supervisor may request documentation of the disruption prior to granting the requested leave.

11) PARKING AND TRANSIT SUBSIDY:

The Employee understands that the telework arrangement may affect their eligibility for parking. Transit subsidy benefits are used exclusively for commuting from home-to-work and from work-to-home. The use of transit benefits is prohibited for the Employee when in a non-pay, leave, or telework status. The Employee is expected to follow the Departmental Element's procedures to report the change and may have their benefits reduced as a result of their telework schedule.

12) ADMINISTRATIVE DISMISSALS AND CLOSURES:

When changes in the Operating Status of the Federal Government or a DOE facility impact the normal operations of the Employee's Official Reporting Worksite, it is expected that the Employee will telework; they are not eligible for WSL (5 CFR § 630.1605) because they are able to work from their approved telework site, unless an unanticipated condition prevents them from working. The final decision to approve WSL rests with the Supervisor and will be based upon several factors, such as the nature of the Employee's interactions with the worksite affected by the dismissal or closure, the nature and severity of the emergency situation, the duration of the situation, and other circumstances that are common or unique to a given emergency (i.e., power outages, travel delays).

When **"Federal Offices are Closed to the Public" or a DOE Facility is closed**, the Employee is not expected to report to the Official Reporting Worksite but is expected to telework if on any type of an active Telework Agreement. The Employee is expected to work to the greatest extent feasible.

When the Federal Government is operating under an **"Unscheduled Leave or Unscheduled Telework"** status, the Employee must inform their Supervisor of the intent to telework in accordance with the Departmental Element's procedures and request to use unscheduled leave or unscheduled telework. The Employee may use annual leave, earned compensatory time off, earned credit hours (if applicable), leave without pay, or telework. If the Employee is scheduled to telework on the day of the announcement, they are expected to begin telework on time, request to modify their hours, or request unscheduled leave unless excused.

In the event of an administrative **delayed arrival** (i.e., the Operating Status is **"Federal Offices are Open – XX Hour(s) Late with the Option for Unscheduled Leave or Unscheduled Telework"**), the Employee scheduled to telework should begin work on time and work their normal work schedule, unless excused due to exigent circumstances (e.g., granted WSL because the Employee is unable to perform work due to circumstances beyond their control such as a power outage). The Employee should discuss a change to their work schedule due to the nature of the situation causing the change in Operating Status (e.g., their alarm didn't go off because of a power outage prior to their start time, they need to take a child to school when the school also has a delayed start time, they need to clean off their vehicle or driveway to commute to work).

In the event of an administrative **early dismissal** (i.e., the Operating Status is **"Federal Offices are Open – XX Hour Early Departure"**), and the Employee is teleworking, the Employee should continue to telework. When continuing work is not practical or feasible for some or the entire remaining work schedule, the Employee will be excused (e.g., granted WSL).

13) LIABILITY:

The Employee understands that their telework location must meet the safety criteria listed on the Self-Certification Safety Checklist and be maintained in a safe, hazard-free condition, as free from distractions as possible. The Employee has discussed with their Supervisor any inability to meet various criteria on the Safety Checklist and has resolved or mitigated any issues appropriately.

The Employee understands and assumes full responsibility for any damage to personal or real property that may occur because of the Employee's working at the telework site, except to the extent that DOE is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. The Employee further understands that if injured during authorized hours of work at the telework site while performing assignments, the Employee is **not** covered by the Federal Employee Compensation Act (workers' compensation) unless the injury occurs while performing authorized work. The Employee agrees to notify their Supervisor promptly of any accident or injury that occurs at the telework site and complete any required forms. Officials of the Departmental Element and/or the Department of Labor may investigate such a report immediately. Additional information on liability may be obtained from legal support staff.

Approval and Certification

understand that the above information is truthful and accurate as of this date, but that applicable policies and guidelines may

**Anticipated Termination Date for a
MEDICAL Arrangement**

Employee Signature and Date	
Supervisor Signature and Date	
Second Level Supervisor Signature and Date (optional)	

PRIVACY ACT STATEMENT

The Telework Enhancement Act of 2010 (Public Law 111-292), Section 6120 of Title 5 to the United States Code, and Executive Memorandum of July 11, 1994 (59 FR 36017) authorizes collection of this information. Signing this notice is voluntary, but failure to sign it may preclude the authorization for the Employee to telework. The primary use of the information contained in this notice is by applicable management officials and supporting administrative staffs, human resource staffs, and the applicable Departmental Element's Telework Coordinator to record this Telework Agreement. There are no additional uses that may be made of the information collected in the Telework Agreement. The official copy of this notice, which is a category of record included in the OPM/GOVT-1 General Personnel Records system, is maintained by the applicable Telework Coordinator.

FEBRUARY 2024

QUESTIONS: Contact [HC Policy](#)

VISIT US: HCnet.doe.gov



U.S. DEPARTMENT OF
ENERGY

DOE's Remote Work Arrangement Analysis Tool

DOE's Remote Work Analysis Tool is used to analyze the costs or savings of a new or modification to an existing remote work arrangement and provide applicable justifications for remote work arrangements when required.

Cells in this color must be completed. Some have drop-down boxes

Cells in this color autopopulate based on previously entered information. **DO NOT CHANGE THE FORMULAS IN THESE cells**

Section 1 - Background Information

Entering Position Info Data

Enter the applicable information into the appropriate cells.

Type of Remote Work Arrangement

This is a drop-down. Select "New" for a brand new Remote Work arrangement or "Modification" if a change is being made to the Official Remote Worksite

Length of Remote Work Arrangement

This is a drop-down. Select "Short-Term" if this is an agreement for less than 1 year. Select "Long-term" if this agreement will last 1 year or more. If "Long-term" is selected, the beginning and ending dates for the Short-Term agreement can remain blank.

Original Start Date of Remote Work Agreement

Complete this section if "Modification" was chosen in the Type of Remote Work Arrangement. Otherwise, leave blank.

Section 2: Locality Pay Calculations

Please use the link to OPM's Locality Pay Tables to complete this section. The full address must be provided for the Employee's Requested Official Remote Worksite

Locality Pay Area (defined by OPM's Pay Tables)

In these two sections, enter the Pay Table as defined by OPM (e.g., Washington-Baltimore-Arlington for the National Capital Region or Rest of the US)

Locality Percent

Enter the locality percent for applicable locality pay area. For example, in the Washington-Baltimore-Arlington area enter 31.53% for 2022. This is located at the top of the salary table on OPM's website. For the Rest of the US, enter 16.2% for 2022.

Current Official DOE Worksite Salary

Enter the total salary the Employee is earning. For GS, it corresponds to their Grade and Step. For the Rest of US, enter \$77,488 if the Employee is a GS-12, Step 1. If they are located in the DC area, enter \$87,198.

Requested Official DOE Remote Worksite Salary

Enter the new salary the Employee would earn if they relocate to the new locality pay area. It may be higher, lower, or the same as the Employee's current Official DOE Worksite.

Salary Difference

Will be automatically calculated based on what is entered in the Current and Requested Worksite Salary

Section 3: Travel Budget Estimate

Please use the link to GSA's Per Diem Rate to complete this section. Use the location of the typical DOE Worksite that the Employee would travel to the most. Can leave this section blank if the employee will not be expected to routinely travel to the DOE Worksite. Any regularly scheduled business travel will not be considered in the cost estimate. The management estimate of the percents must add up to 100%.

Business travel is not included in the cost/savings analysis because those travel expenses would be incurred even if the Employee were not

Percentage of Time Employee will work from Requested Official Remote Worksite

Provide a management estimate as a percent. May be 100% if the Employee won't typically be required to travel to a DOE Worksite. Any training events that require travel do not need to be included in this estimate.

Percent of Time Employee will work at the DOE's Worksite

Provide a management estimate as a percent. May be 0% if the Employee won't typically be required to travel to a DOE Worksite. Any training events that require travel do not need to be included in this estimate. If 0%, the rest of this section does not need to be completed.

Percentage of Time Employee will be on business travel

Provide a management estimate as a percent. The cost of business travel will not be factored into the cost analysis. May be 0% if the Employee won't typically go on official business travel.

Section 4: Additional Costs/Savings

Enter any savings as a negative amount so it will subtract.

Transit Subsidy Savings (annually)

Enter the estimated annual cost savings if the Employee was receiving SEET benefits to travel to the Official DOE Worksite.

Travel Savings - based on proximity to customers, etc.

Enter the estimated annual cost savings if the Employee will now be closer to customers which will save DOE money for business travel. This may be completed if to justify that relocating is benefiting DOE because the business travel costs may be lower from the Employee's new location.

Other, if applicable

Replace the text in the "Other, if applicable" rows if there is an added savings or cost that should be considered. Please explain this in Section 6.

Section 5: Cost-Benefit Analysis

This section will automatically calculate from previously entered information in the above sections.

Section 6: Justification

Please provide a justification/explanation for applicable items included in Section 4

This section should explain the costs or savings that were entered into Section 4. No additional explanation is required for savings related to SEET benefits.

Please provide a justification for a Remote Work Arrangement that is more costly as identified in Section 5

This section should explain why the Remote Work Arrangement is appropriate if it will cost DOE more than 10% than it does currently. The justification for a Remote Work arrangement with more than a 10% higher cost must be based on the organizational or business benefits of the work arrangement.

Such benefits might include retaining a valuable employee with unique qualifications who may need to depart the agency absent the remote work arrangement, negative impact to DOE, customers, or business if the position were to become vacant, hiring efforts to recruit or retain candidates for similar positions, avoided costs from PCS or relocation incentives provided for the person to relocate.

The justification should also discuss the likelihood the employee will leave DOE (e.g., relocation of spouse, job offer, etc.) absent a remote agreement and the unique qualifications or positive attributes (e.g., consistently high performance).

The justification cannot be based solely on accommodating an employee's personal situation, unless the work arrangement is part of a reasonable accommodation for a medical condition or disability.



REMOTE WORK AGREEMENT

SECTION 1 General Information

Employee Name			
Departmental Element and Routing Symbol			
Supervisor Name			
Supervisor Title			
Employee's Title, Series, Grade			
Official DOE Worksite (i.e., DOE worksite of employee's position of record absent a remote agreement)			
Employee's Official Remote Worksite (i.e., employee's home address, to include street, city, county, state, and zip code)	Street:		
	City:		
	State: Select	Zip code:	
	County:		
Official Remote Worksite within the Local Commuting Area (50-mile radius) from the Official DOE Worksite?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

SECTION 2 Type of Remote Work Agreement

FT Remote (Restricted):	<input type="checkbox"/>	FT Remote (ALL US):	<input type="checkbox"/>
Temporary (If yes, a Temporary Remote Work Addendum must be completed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If temporary, date of expiration (Not to exceed one year from start)

SECTION 3 Supervisor Requirements

I completed the one-time required Supervisory Training .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If required by your Departmental Element, the Remote Work Arrangement Analysis Tool has been completed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Second Level Supervisor Approval Needed? <input type="checkbox"/>	Second Level Supervisor Name:	

SECTION 4 Employee Requirements and Terms and Conditions of DOE's Remote Work Agreement
Review the below terms and conditions and check the appropriate boxes. Remote work may not be authorized if the employee does not comply with all items listed below.

I completed the one-time required Employee Training .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I reviewed the Self-Certification Safety Checklist (PM #106, Attachment 8) and certify my home workstation space is safe, free from hazards, and meets the requirements in the checklist. I will take necessary corrective actions to eliminate potential safety hazards in my home workstation prior to remote working.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
My Official Remote Worksite has the appropriate resources available to support remote work.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
My position has been designated as remote work eligible. I am agreeing to remote work from a location other than my agency's location. I understand by entering into this remote work agreement, remote work becomes a condition of employment.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I will adhere to all guidelines and policies related to working remotely and will comply with the terms of this agreement at all times.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I can work independently and will maintain constant communication with my Supervisor, coworkers, and customers.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand that I am (or will be) considered ineligible to remote work if I have been officially disciplined for being absent without leave (AWOL) for more than 5 days, or been officially disciplined for viewing, downloading, or exchanging pornography including child pornography, on a Federal Government computer or while performing official Federal Government duties.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand my Official Remote Worksite will become my Official Duty Station and certain location-based pay entitlements, such as locality payments, special rate supplements, and withholding of state income tax, are based on my Official Remote Worksite. I understand DOE will update my Official Duty Station via Notification of Personnel Action (Standard Form 50). I understand all guidelines applicable to the Official Duty Station are equally applicable to my Official Remote Worksite. I have reviewed the OPM General Schedule (GS) & Locality Pay Tables and understand and agree to any change in pay that a change in duty station may cause.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I agree to work the original agreed upon or management revised work schedule. My Supervisor reserves the right to alter my work schedule to accommodate business needs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I recognize that I may be asked to report to the DOE Worksite occasionally (for Remote [All US] Agreements) or with some regularity (for Remote [Restricted] Agreements). In such cases, DOE will adhere to all applicable travel reimbursement requirements, as promulgated by the Federal Travel Regulations and DOE Manual (M) 552.1-1A, <i>U.S. Department of Energy Travel Manual</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand remote work time is official duty time and I am expected to perform DOE business only.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I will obtain my Supervisor's approval before taking leave, performing overtime, or earning credit hours/compensatory time, pursuant to Federal regulations and/or union Collective Bargaining Agreements. Employees covered by the provisions of Fair Labor Standards Act (FLSA) agree that they will not work overtime at the alternate worksite unless ordered or authorized by their Supervisor.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Employment at the Official Remote Worksite is treated the same as employment at the traditional work site for all purposes, including Federal Employees Compensation Act (FECA). I agree to report to my Supervisor immediately any job-related incident that results in or has the potential to cause injury, illness, or property damage and to complete any required forms.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I understand that DOE will not be responsible for operating costs; home maintenance; insurance; utilities; internet access; or service, maintenance, damage, or replacement of privately owned equipment used for tele/remote work purposes, unless caused by DOE resources; or any other	<input type="checkbox"/> Yes	<input type="checkbox"/> No

incidental costs not expressly authorized. Authorized costs must be approved in writing by the Supervisor prior to incurring them.		
I will protect information used at my Official Remote Worksite in accordance with established DOE policies, practices, and procedures, and will comply with all DOE technology and cybersecurity guidelines.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I will report remote work hours using the appropriate time reporting codes in the official timekeeping system.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
My use of Government Furnished Equipment will be in accordance with established DOE policies, practices, and procedures and will return it upon termination of my remote work arrangement. I understand and agree that DOE property will be used for official DOE business only.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I will request my Supervisor's approval prior to modifying or terminating this agreement or changing my Official Remote Worksite.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

TERMS AND CONDITIONS OF DOE'S REMOTE WORK AGREEMENT

1) INTRODUCTION:

This Remote Work Agreement is between the Employee, Supervisor, and the Departmental Element. The Remote Work Agreement specifies the terms and conditions under which the Employee will participate in DOE's Remote Work Program.

The Terms and Conditions of any locally established Remote Work Agreement need to be considered along with applicable Collective Bargaining Agreement(s).

2) DEFINITIONS:

Below are the definitions of the various types of Remote Work arrangements:

REMOTE WORK: A work arrangement in which the employee continually works from an approved remote worksite (usually the employee's residence) and is not expected to report to an Official DOE Worksite on a regular and recurring basis. The employee's Official Remote Worksite may be within or outside the Local Commuting Area (LCA) of a DOE Worksite. For pay purposes, and in accordance with 5 CFR § 531.605, except for paragraphs (d) and (e), the employee's Official Remote Worksite must be documented on their Standard Form 50 (SF-50) as their Official Duty Station. The LCA is defined as the 50-mile radius from a remote worker's Official Remote Worksite. Remote employees are eligible for travel reimbursement when reporting to the DOE Worksite if their Official Remote Worksite is outside of the LCA of a DOE Worksite.

REMOTE WORK (RESTRICTED): A designation that a position can support full-time remote work, but the employee's Official Remote Worksite must be located within the locality pay area of the Official DOE Worksite or must be a realistic commuting distance from the DOE Worksite for areas outside of a defined locality pay area (i.e., Rest of the United States locality pay area). Under this arrangement, the employee is not required to report to the DOE Worksite every pay period but may be required to do so with some regularity (e.g., a few times a quarter) for work that cannot be performed remotely. When approving Remote (Restricted) arrangements, Supervisors and DEs should take into consideration the increased costs associated with Official Remote Worksites located outside the LCA of the Official DOE Worksite, as employees on such agreements are eligible for travel reimbursement.

REMOTE (ALL US): A designation that a position can support full-time remote work and the employee's Official Remote Worksite may be located anywhere listed in 5 CFR § 531.603.

3) CONDITION OF EMPLOYMENT:

Upon acceptance of this Agreement, the Employee's ability to work remotely becomes a condition of employment for this position. Failing to maintain any condition of employment, including the ability to work remotely, may result in administrative action including removal from Federal service, in accordance with appropriate due process procedures.

4) TERMINATION OF A REMOTE WORK AGREEMENT:

The Employee may request to terminate the Remote Work Agreement. If office space exists at an appropriate DOE Worksite, the Employee will return to the Official DOE Worksite, which will become their Official Worksite. If office space is unavailable at the Official DOE Worksite, there may be delays to ensure appropriate physical arrangements are made available. Requests to terminate this Remote Work Agreement must be approved by the Employee's Supervisor, as well as any additional required approvals established by their Departmental Element. Any expenses associated with the termination of this Remote Work Agreement at the Employee's request (e.g., relocation expenses), will be the responsibility of the Employee and will not be funded by DOE. The Employee must make a request to terminate this Remote Work Agreement at least 60 days in advance of the proposed termination date. If approved to terminate the Remote Work Agreement, a "Change in Duty Station" personnel action must be processed, as outlined below in Section 5, to change the Employee's Official Remote Worksite to the appropriate Official DOE Worksite.

Management has the right to terminate or modify this Remote Work Agreement in writing at any time due to business necessity (e.g., increased cost, changing organizational/business needs, workforce reshaping, position abolishment, transfer of function, or other reasons unrelated to the Employee's conduct or performance), with reasonable notice. A termination of a Remote Work Agreement that is in place due to a Reasonable Accommodation must receive review and concurrence from the Office of General Counsel prior to effecting. If DOE terminates this Remote Work Agreement due to business necessity, the Employee may be given a management-directed reassignment to a position at the same grade and pay at an appropriate Official DOE Worksite. When the employee's Official Remote Worksite is within the LCA of the Official DOE Worksite, employees will be given 30 days advance notice. When the Employee's Official Remote Worksite is not within the LCA of the Official DOE Worksite, the Employee will be given 60 days advance notice, and relocation costs will be the responsibility of DOE in accordance with the Federal Travel Regulations (FTR) and applicable DOE policies.

If there is no suitable position locally available or if the Employee declines the position offered or the offer to move to the Official DOE Worksite, management may propose the Employee's removal for failure to accept a management-directed reassignment. The proposed removal will be consistent with applicable regulations, policies, and collective bargaining agreements. The Employee will be entitled to transition assistance in accordance with DOE's Policy Memorandum 13A, [Reemployment Priority List](#), and DOE's Career Transition Assistance Plan (CTAP).

Termination of this Remote Work Agreement due to unacceptable performance, misconduct, or the failure to protect Government records and/or sensitive information may result in disciplinary action, suspension, or removal from Federal service, or the revocation of access to Government systems. Failure to comply with the terms of this Remote Work Agreement may also result in disciplinary action if warranted. If it is determined a remote work agreement needs to be terminated/modified to address performance or conduct issues, any associated expenses (e.g., relocation expenses) will be the responsibility of the employee and will not be funded by DOE.

If the Employee is subject to a management-directed reassignment for any reason, including diminishment of performance, and the employee chooses to separate instead of accepting the management-directed reassignment, the reassignment will not be considered involuntary therefore will not include severance pay.

5) CHANGE IN OFFICIAL REMOTE WORKSITE:

The Employee must request and receive approval to change their established Official Remote Worksite even if that change does not result in a change in locality pay. This is necessary as a change to the Official Remote Worksite can affect the Employee's pay, taxes, benefits, and entitlements, and/or result in an increase in travel costs for the Departmental Element. The Employee must request to change their Official Remote Worksite at least 60 days in advance of the proposed date of the change.

A personnel action (i.e., SF-50) is required to officially change the Employee's Official Remote Worksite, including when changing an address does not result in a change to the Employee's City, County, or State. If entering into a Remote Work Agreement for the first time, a Change in Duty Station personnel action is required even if the Employee is not relocating from their current residence. The personnel action must be processed through the Employee's Servicing Human Resources Office/Shared Service Center (SHRO/SSC).

DOE will not cover relocation expenses from an Employee-driven request. The Employee will be responsible for relocation costs resulting from their request for remote work or their request to change their Official Remote Worksite. The Employee may relocate at their own expense from their current residence after obtaining requisite approvals from their Supervisor and Departmental Element. If approved, a new Remote Work Agreement must be signed by all parties, prior to moving and effecting the associated personnel action, and the Employee's supervisor or the Departmental Element POC must submit the following information into Workflow:

- Employee's full name;
- Departmental Element's name;
- Proposed effective date;
- New duty station with complete physical street address (street name, city, state, county, and zip code); and
- Written Supervisory approval.

6) FOLLOW-ON ACTIONS REQUIRED FROM A CHANGE IN OFFICIAL REMOTE WORKSITE:

Once a change in Official Remote Worksite is approved, it is the Employee's responsibility to complete the following actions:

Transfer of Government Property: It is the Employee's responsibility to ensure the safe transport of all assigned DOE property including IT equipment to the new Official Remote Worksite.

Federal Employees Health Benefit (FEHB) or Federal Employee Dental and Vision Insurance Program (FEDVIP): If the Employee moves to a geographical area not covered by their health benefits plan, the Employee must elect a new plan. (See instructions on back of the SF 2809, *Health Benefits Election Form*.) The Employee must contact their SHRO/SSC within 60 days of the effective date of the Change in Official Remote Worksite to process their change in FEHB. If enrolled, the Employee must also notify their FEHB provider and dental/vision (FEDVIP at www.benefeds.com).

Taxes: It is the Employee's responsibility to complete new state (e.g., W-4) and/or local tax withholding forms. If the Employee moved within their current state, no state tax change is necessary. Upon receipt of the eOPF notification indicating the SF-50 that changes the Employee's duty station, the Employee must take one of the following actions:

- (1) Change their state taxes in myPay as soon as possible, if moving to another taxable state;
- (2) If the employee moved to a non-taxable state such as FL or TX or if they need to add local taxes, contact DOE Payroll at PayrollCSAHelpDesk@hq.doe.gov immediately for assistance; or
- (3) If the employee moved within their current state, no state tax change is necessary.

The Employee is responsible for filing and paying all state taxes and/or penalties, if applicable. The Employee is solely responsible for any and all tax implications attributable to this Remote Work Agreement. DOE is making no representations concerning any tax consequences by entering into this Agreement.

Parking and Transit Subsidy: The Employee is not eligible for parking or transit subsidy benefits (i.e., SEET) if they are working remotely because there are no covered commuting costs. It is the Employee's responsibility to end their enrollment, if any, in any SEET benefits which can be completed in the [Employee Self Service \(ESS\)](#) site located under the "Benefits" header, titled "SEET Program."

Change of Address: It is the Employee's responsibility to update their home address with DOE via the [myPay](#) site by clicking on the Correspondence Address tab. DOE Payroll will notify TSP of the employee's address change once the update has processed.

7) TRAVEL:

The Employee may be required by their Supervisor to report to an Official DOE Worksite or report to other non-DOE location for work-related activities (such as training) to carry out the functions of their job. The proximity of travel from the Employee's Official Remote Worksite determines whether an expense is reimbursed as a temporary duty (TDY) travel expense, as described in the FTR in 41 CFR parts 301-311.

An Employee who is required to travel outside the LCA from their Official Remote Worksite and who meets the requirements of 41 CFR parts 301-311 is eligible for TDY and may be eligible for compensatory time off for travel, as well as per diem expenses (if the travel exceeds 12 hours) paid by DOE in accordance with the FTR. Travel authorizations are required for travel outside the LCA, in accordance with DOE Manual (M) 552.1A, *U.S. Department of Energy Travel Manual*.

An Employee who is required to travel within the LCA of their Official Remote Worksite to report to an Official DOE Worksite is not eligible for TDY or local travel reimbursement, in accordance with DOE M 552.1A, nor are they eligible for compensatory time off for travel.

An Employee who travels within the LCA of their Official Remote Worksite to engage in other work-related activities (e.g., training) outside of a DOE facility is not eligible for TDY or compensatory time off for travel in accordance with DOE M 552.1A. However, the Employee may be eligible for local travel reimbursement. Travel authorizations are not required for travel within the LCA, in accordance with DOE M 552.1A.

8) APPLICABLE POLICY AND GUIDANCE:

The Employee and Supervisor agree that all policies and practices that apply at the Employee's Official DOE Worksite apply to the Employee when working remotely. The following policy documents apply: DOE O 314.1, *DOE-Flex: DOE's Telework Program*, or successor order; Policy Memorandum #106, *Telework/Remote Work* (or successor), which supplements the Office of Personnel Management's 2021 Guide to Telework and Remote Work in the Federal Government; the Departmental Element's remote work guidance; and DOE O 206.1, *Department of Energy Privacy Program*, which addresses protecting personally identifiable information (PII). The Employee is bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working at their Official Remote Worksite.

9) RESOURCES PROVIDED AND OFFICIAL REMOTE WORKSITE CONDITIONS:

The Departmental Element may furnish Government Funded Equipment (GFE) resources at their discretion, along with network access permissions and associated equipment. The Employee agrees to maintain the GFE resources provided and to report problems with accessing the Departmental Element's network, supplied equipment, or software to Departmental Element's point of contact or IT Help Desk and their Supervisor.

The Employee is responsible for ensuring their approved Official Remote Worksite has the requirements and appropriate resources available to support full-time remote work. DOE is not responsible for operating costs; home maintenance; insurance; utilities; internet access; or service, maintenance, damage, or replacement of privately owned equipment used for tele/remote work purposes, including personal printer supplies/paper; or any other incidental costs not expressly authorized. The Employee is responsible for funding these expenses unless specifically authorized by the Departmental Element. The Employee is responsible for consulting with their own tax professional or the IRS to determine if these expenses could be claimed on their personal income taxes. The Employee is responsible for having a dedicated area conducive for performing remote work and attending virtual meetings. The Employee will ensure their Official Remote Worksite will allow them to maintain a safe work environment free from hazards and distractions and provide for secured protection of GFE and information required to perform their duties.

The Employee is responsible for safeguarding and maintaining DOE GFE, PII, and records in accordance with established DOE policies, practices, and procedures. The Employee must ensure GFE is kept in a safe location, remains up to date on system upgrades, and is free from unauthorized software or applications. The Employee will ensure that unclassified work products are properly safeguarded and safely conveyed between their Official Remote Worksite and any other location, and that classified work products are not taken to the Official Remote Worksite.

10) DEPARTMENTAL ELEMENT'S RESPONSIBILITIES:

In support of Remote work, the Departmental Element will:

- Provide the agreed upon resources to support the Employee while remote working;
- Ensure the time an Employee works remotely is accurately and properly recorded in DOE's time and attendance system;
- Except for suspected or known security violations, provide reasonable notice to the Employee when conducting an inspection at the Employee's Official Remote Worksite; and
- Upon termination of this Agreement, pay for all supplied GFE to be returned to the Departmental Element.

11) WORK EXPECTATIONS AND PERFORMANCE:

When performing remote work, the Employee will be treated equal to onsite employees for the purposes of work requirements, performance standards and expectations, periodic appraisals of job performance, training, awards, reassignment, promotion, reduction in grade, retention, and other personnel actions requiring management discretion.

The Employee will perform work assignments as agreed with their Supervisor. The Employee will use any designated communication and collaboration tools (e.g., Microsoft Teams, webcams) as determined by their Supervisor and ensure the Microsoft Outlook Calendar is accurate and updated. During scheduled hours of work, the Employee will be reasonably accessible (e.g., either responding promptly to management's attempts to contact them or responding within the time expected if the Employee were at an Official DOE Worksite).

The Employee will promptly notify their Supervisor and follow their pre-approved standard operating procedures for requesting approval of leave if there is an emergency or an interruption to their normally scheduled workday. Upon request of the Supervisor, the Employee will provide appropriate notification when starting and ending work and of any change in availability during the duty day.

The Employee will not be required to end their Remote Work Agreement during a Performance Improvement Period (PIP) if the Employee's Supervisor determines that the Employee's performance has dropped below the Meets Expectations (ME) or equivalent Fully Successful level.

If applicable, any additional work expectations may be addressed below (300 character limit per text box):

-
-

12) WORK SCHEDULE:

The Supervisor is responsible for ensuring the Employee's daily hours of duty on the Remote Work schedule does not adversely impact the Departmental Element's mission, objectives, operations, work productivity, customer, and public service requirements. The Employee's daily hours of duty will be approved by their Supervisor. The Employee understands that they may be required to remote work outside of their normal work schedule in the case of a temporary emergency. Overtime will not be permitted except when expressly authorized and confirmed in writing in advance. If available, credit hours may be earned in accordance with Departmental Element's policies and procedures. The Employee must work during their approved work hours and request leave according to their Departmental Element's procedures.

13) TIME AND ATTENDANCE REPORTING:

Time spent working, whether onsite or in remote work status, must be accounted for and reported in the appropriate official Departmental timekeeping system (e.g., ATAAPS). Time not spent working during the employee's tour of duty must also be accounted for and reported appropriately. Established rules and procedures apply for authorizing, approving, earning, and using annual leave, sick leave, overtime, compensatory time, etc. The employee's time and attendance must be certified by the certifying official so that there is an accounting for all hours included in the work schedule.

If an Employee experiences a connectivity problem due to DOE-related issues (e.g., Citrix or VPN problems), the Employee's timecard should be coded as remote working. If an Employee experiences a connectivity problem due to issues at their home (e.g., home internet is down or there is a power outage) and they are unable to work, the Supervisor will consider all circumstances, including but not limited to the nature of the circumstances, any work assignments that can still be performed considering the circumstances, and whether leave, excused absence, or another duty status is appropriate.

The Employee must inform their Supervisor immediately and routinely try to re-connect and/or to determine if issues have been resolved. If an Employee expects to experience longer than normal connectivity issues at their home (e.g., all day or several days) and requests administrative leave or Weather and Safety Leave (WSL), the Supervisor may request documentation of the disruption prior to granting the requested leave. Depending on the situation (i.e., assuming it is safe to travel), attempts should be made to telework from an alternate location with connectivity prior to requesting administrative leave or WSL.

14) ADMINISTRATIVE DISMISSALS AND CLOSURES:

When changes in the Operating Status of the Federal Government or a DOE facility impact the normal operations of the Official DOE Worksite, it is expected that the Employee will work as scheduled at their Official Remote Worksite. The Employee is not eligible for WSL (5 CFR § 630.1605) because they are able to work from their home unless an unanticipated condition prevents them from working. The final decision to approve WSL rests with the Supervisor and will be based upon the nature and severity of the emergency, the duration of the situation, and other circumstances that are associated with a given emergency (e.g., power outages).

15) LIABILITY:

The Employee understands that their Official Remote Worksite must meet the safety criteria listed on the Self-Certification Safety Checklist and be maintained in a safe, hazard-free condition, and as free from distractions as possible. The Employee has discussed any inability to meet various criteria on the Safety Checklist with their Supervisor and has resolved or mitigated any issues appropriately. The Employee understands and assumes full responsibility for any damage to personal or real property that may occur because of the Employee's working at Official Remote Worksite, except to the extent that DOE is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. The Employee further understands that if injured while performing assignments during authorized hours of work at the Official Remote Worksite, the Employee is only covered by the Federal Employee Compensation Act (workers' compensation) if the injury occurs while performing authorized work. The Employee agrees to promptly notify their Supervisor of any accident or injury that occurs at the Official Remote Worksite and complete any required forms. Officials of the Departmental Element and/or the Department of Labor may investigate such a report immediately. Additional information on liability may be obtained from legal support staff.

SECTION 5
Approval and Certification

This Agreement is between the Employee and the Departmental Element in DOE. The Agreement specifies the terms and conditions under which the Employee will participate in a Remote Work Agreement. This Agreement does not create an entitlement. The Parties agree that the terms of this Agreement do not preclude Agency officials from taking appropriate administrative action to address unacceptable performance, misconduct, or any other administrative issue in a manner appropriate to the circumstances and in accordance with applicable DOE guidelines.

The Parties agree that this is a joint Agreement and constitutes the entire Agreement between the Employee and DOE; there are no other terms, conditions, or representations other than those enumerated herein. This Agreement becomes effective on the date of last signature below.

The Employee's position is identified for remote work. This Agreement is voluntarily entered into by DOE and the Employee and is essential to establish, approve, and understand a Remote Work Agreement. All Parties have not been induced to enter into this Agreement by any promises or representations other than those expressly stated in the Agreement. All Parties understand the terms of the Agreement and have not been coerced in any manner into entering into this Agreement.

The signatures below certify that the Parties have read, understood, and agree with the terms and conditions of this Remote Work Agreement. The Parties understand that the above information is truthful and accurate as of this date, but that applicable policies and guidelines may change or be added without amending this Agreement accordingly. The Parties will of these changes. In the event of such changes, the Parties agree that this Agreement will be subject to them.

Employee Signature and Date	
Supervisor Signature and Date	
Second Level Supervisor Signature and Date <i>(optional)</i>	

PRIVACY ACT STATEMENT

The Telework Enhancement Act of 2010 (Public Law 111-292), Section 6120 of Title 5 to the United States Code, and Executive Memorandum of July 11, 1994 (59 FR 36017) authorizes collection of this information. Signing this notice is voluntary, but failure to sign it may preclude the authorization for the Employee to work remotely. The primary use of the information contained in this notice is by applicable management officials and supporting administrative staffs, human resource staffs, and the applicable Departmental Element's Telework/Remote work Coordinator to record this Agreement. There are no additional uses that may be made of the information collected in the Agreement. The official copy of this notice, which is a category of record included in the OPM/GOVT-1 General Personnel Records system, is maintained by the applicable Telework/Remote Coordinator.



ATTACHMENT 6: TELE/REMOTE WORK CODING TIME AND ATTENDANCE EXAMPLES

Below are various illustrations for scheduling/coding telework arrangements using the appropriate time keeping codes. Please see the [Tele/Remote Work Coding for Time and Attendance](#) on HCnet.

REMOTE SCHEDULE EXAMPLES

This is the remote employee’s approved schedule (i.e., the employee is not required to report onsite on a regular and reoccurring basis during the pay period).

Monday Week 1 Remote TR	Tuesday Week 1 Remote TR	Wednesday Week 1 Remote TR	Thursday Week 1 Remote TR	Friday Week 1 Remote TR
Monday Week 2 Remote TR	Tuesday Week 2 Remote TR	Wednesday Week 2 Remote TR	Thursday Week 2 Remote TR	Friday Week 2 Remote TR

One pay period, the remote employee works onsite for 3 days, is on travel, or attends in-person training.

Monday Week 1 Remote TR	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Remote TR	Friday Week 1 Remote TR
Monday Week 2 Remote TR	Tuesday Week 2 Remote TR	Wednesday Week 2 Remote TR	Thursday Week 2 Remote TR	Friday Week 2 Onsite RG

TELEWORK SCHEDULE EXAMPLES

STRAIGHT 8-HOUR SCHEDULE – ROUTINE MORE THAN 50% (6 TO 8 DAYS)

This is the employee’s approved telework schedule.

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite RG

One pay period, the employee must come onsite during their routine telework day and cannot switch their telework day to another day during the pay period.

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Onsite RG	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite RG

Another pay period, the employee is approved for 2 situational telework days (e.g., medical appointments, projects).

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Situational Telework TS	Wednesday Week 1 Situational Telework TS	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite RG

Another pay period, the supervisor grants the employee an exception to the twice a pay period reporting requirement (per 5 CFR § 531.605(d)(2)) because the employee is visiting family.

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Situational Telework TS	Wednesday Week 1 Situational Telework TS	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Situational Telework TS	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Situational Telework TS

ALTERNATE WORK SCHEDULE (5/4-9) – ROUTINE MORE THAN 50% (6 TO 8 DAYS)

Monday Week 1 Regular Day Off	Tuesday Week 1 Onsite RG	Wednesday Week 1 Routine Telework Day TW	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Routine Telework Day TW	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite (8 hr. day) RG

ALTERNATE WORK SCHEDULE (4/10) – ROUTINE TELEWORK (3 TO 5 DAYS)

Monday Week 1 Regular Day Off	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Routine Day Off	Tuesday Week 2 Routine Telework Day TW	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Onsite RG

EXCEPTION TO THE TWICE A PAY PERIOD REPORTING REQUIREMENT – PERIODIC ROUTINE TELEWORK (1 TO 2 DAYS)

The supervisor grants the employee an exception to the twice a pay period reporting requirement (per 5 CFR § 531.605(d)(2)).

Monday Week 1 Routine Telework Day TW	Tuesday Week 1 Situational Telework TS	Wednesday Week 1 Situational Telework TS	Thursday Week 1 Situational Telework TS	Friday Week 1 Situational Telework TS
Monday Week 2 Routine Telework Day TW	Tuesday Week 2 Situational Telework TS	Wednesday Week 2 Situational Telework TS	Thursday Week 2 Situational Telework TS	Friday Week 2 Situational Telework TS

WHEN EMPLOYEES REPORT ONSITE DURING ROUTINE TELEWORK DAYS

Supervisors have the right to modify an employee's work schedule based on mission needs (e.g., to accommodate a meeting, meet a critical deadline). To the extent practicable, supervisors should provide employees with advance notice. When this occurs, a supervisor can allow an employee to change their routine telework day within the same pay period as illustrated below.

STRAIGHT 8 HOUR SCHEDULE

Routine telework days are Monday, Thursday, and Friday.

Monday Week 1 Routine Telework RG	Tuesday Week 1 Onsite RG	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework TW	Friday Week 1 Routine Telework TW
Monday Week 2 Routine Telework TW	Tuesday Week 2 Onsite RG	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework TW	Friday Week 2 Routine Telework TW

The Supervisor allows the employee to telework on Tuesday instead of Monday (Week 1) to accommodate the employee reporting onsite Monday for a work obligation.

Monday Week 1 Onsite RG	Tuesday Week 1 Situational Telework TS	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework TW	Friday Week 1 Routine Telework TW
Monday Week 2 Routine Telework TW	Tuesday Week 2 Onsite RG	Wednesday Week 2 Onsite RG	Thursday Week 2 Routine Telework TW	Friday Week 2 Routine Telework TW

ALTERNATE WORK SCHEDULE (5/4-9)

Regular Day Off (RDO) is Monday of Week 1. Routine telework days are Tuesday, Thursday, and Friday.

Monday Week 1 Regular Day Off	Tuesday Week 1 Routine Telework Day TW	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Onsite RG	Tuesday Week 2 Onsite RG	Wednesday Week 2 Situational Telework TS	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Routine Telework Day TW

The supervisor allows the employee to telework on Wednesday instead of Tuesday (Week 2) to accommodate the employee reporting onsite Tuesday for a work obligation.

Monday Week 1 Regular Day Off	Tuesday Week 1 Routine Telework Day TW	Wednesday Week 1 Onsite RG	Thursday Week 1 Routine Telework Day TW	Friday Week 1 Routine Telework Day TW
Monday Week 2 Onsite RG	Tuesday Week 2 Onsite RG	Wednesday Week 2 Situational Telework TS	Thursday Week 2 Routine Telework Day TW	Friday Week 2 Routine Telework Day TW

ATTACHMENT 7

TELE/REMOTE WORK REQUIRED TRAINING

In accordance with the 2010 Telework Enhancement Act, employees and Supervisors are required to complete the following training prior to entering into a tele/remote work agreement. The training is intended to ensure both teleworkers and supervisors of teleworkers are familiar with relevant policies and appropriate practices associated with telework. Completion of the required training will be documented on the Telework or Remote Work Form by the employee and Supervisor affirming they completed the required training.

Required Training

- Review the information and materials on [Telework Training - Telework.gov](#) website, and take the Employee Training or Manager Training, as appropriate.
 - i. [Telework Fundamentals - Employee Training](#)
 - ii. [Telework Fundamentals - Manager Training](#)
- If applicable, review the tele/remote work guidance specific for your Departmental Element

Optional Training

- Review the DOE Order on Tele/Remote Work
- Review the applicable section on tele/remote work in the Collective Bargaining Agreement (for employees in Bargaining Unit positions).
- [DOE O 206.1 Chg1 \(MinChg\), Department of Energy Privacy Program](#), or successor, regarding protecting personally identifiable information (PII) and information systems
- Discuss tele/remote work expectations with your supervisor



TELEWORK/REMOTE WORK SAFETY CHECKLIST

Participating employees may use the following checklist to assist them in a survey of the overall safety and adequacy of their telework site. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

- Practice a fire evacuation plan for use in the event of an emergency.
- Check your smoke detectors regularly and replace batteries once a year.
- Always have a working fire extinguisher conveniently located in your home, and check the charge regularly.
- Computers can be heavy. Always place them on sturdy, level, well maintained furniture.
- Use a sturdy chair that provides good support and can be adjusted.
- Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
- Locate your computer to eliminate noticeable glare from windows and lighting. Place computer monitor at height that is comfortable and does not require neck or back strain. Locate computer keyboards at heights that do not require wrist strain or place the keyboard on an adjustable surface.
- Install sufficient lighting in locations that reduce glare at the work surface.
- Arrange file cabinets so that open drawers do not block aisles.
- Be sure to leave aisle space where possible to reduce tripping hazards.
- Always make sure electrical equipment is connected to grounded outlets.
- Avoid fire hazards by never overloading electrical circuits.
- Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause tripping hazards in your work space.
- Locate computers, phones and other electrical equipment in a manner that keeps power cords out of walkways.
- Always power down computers after the workday is over and always turn off all electrical equipment during thunderstorms.
- Keep your work area clean and avoid clutter, which can cause fire and tripping hazards.
- Do not allow non-government employees to operate or repair government owned equipment.
- Always keep government files and information in a secure place and do not advertise your home office to strangers.
- Always use proper lifting techniques when moving or lifting heavy equipment and furniture.
- Always report accidents and injuries immediately to your supervisor.

Signature

MARCH 2024, VERSION 1

QUESTIONS: Contact Human Capital Policy Division

VISIT Us: oplercorrespondence@hq.doe.gov



U.S. DEPARTMENT OF

ENERGY

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INTEGRITY - INNOVATION - COLLABORATION - ACCOUNTABILITY - RESPECT - EXCELLENCE

MANAGING TELEWORKING EFFECTIVELY



U.S. DEPARTMENT OF
ENERGY

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BACKGROUND

This document provides overarching guidance to supervisors and managers to manage the hybrid and remote working environment effectively. Please note, the terms “telework” and “teleworker” are used but for the purposes of this document, these terms are considered interchangeable with “remote work” and “remote worker.”

This guidance is a compilation of best practices from various government agencies who have robust telework programs in place. Regardless of telework or working in the physical workplace, there is an expectation and commitment between the supervisor and employee to enable the missions and achieve the goals of the Department of Energy and the Departmental Elements. The expectation is a teleworker is as reliable and productive working offsite as when reporting to a physical workplace.

TALKING POINTS TO “HAVE THE CHAT”

Integral to meeting the Department’s goals while in a hybrid environment is ensuring there is a stage-setting conversation between the supervisor and teleworker. Managing at a distance requires the same basic processes as managing an onsite staff. However, a bit more discipline is required from a supervisory engagement perspective. To help establish an effective work performance while on telework, be sure to “have the chat.” Talking points to “have the chat” should include the following:

- Discuss responsibilities and expectations.
- Discuss performance requirements.
- Discuss work schedule.
- Discuss collaboration tool utilization to support the continuation of effective working relationships.
- Discuss frequency and manner of supervisor contact.

DISCUSS RESPONSIBILITIES AND EXPECTATIONS

While the teleworker’s position responsibilities and related expectations are not any different when moving from the workplace to the home, it is imperative to confirm this consistency or clarify any distinctions. When giving assignments, clearly define what is to be accomplished and the schedule for completing the tasks. The performance review is not the appropriate time for the supervisor to reveal or the employee to discover that the teleworker did not fulfill the supervisor’s expectations.

Do not treat teleworkers differently than onsite employees as it relates to work requirements (e.g., do not require only teleworkers to provide detailed work reports of completed duties). Managers should keep in mind that the performance standards for telework employees must be the same as the performance standards for non-telework employees. A clear discussion of objectives must take place up front between you and your entire team, not just those who telework.

DISCUSS PERFORMANCE REQUIREMENTS

It is important for employees to maintain a fully satisfactory performance rating. What is required to achieve that? Performance management involves two distinct operations: Specifying attainable work objectives and standards AND reviewing performance and giving feedback.

It is essential to establish procedures to measure whether your teleworkers are productive. These procedures need to be the same you already use for your entire team no matter where they work—and if you do not have solid performance measures for your group, now is a great opportunity to develop them. Our measurements must reflect the nature of work and should not be overly simplistic in a widget-counting sense. You can measure productivity by establishing specific objectives for your employees to meet, individually and as a group. You then judge the group’s performance, and the performances of individual employees, according to how well they meet these objectives.

It is important to remember managers must hold teleworkers to the same performance standards as non-teleworking employees. All employees are accountable for the results they produce. Teleworkers often take advantage of the quiet, uninterrupted time at home to work on large projects that will span over a long period of time, such as writing a report. These types of tasks will not be completed in a single telework day. Supervisors should consider factors such as the quality of the work produced, the timeliness of work products submitted, and the timeliness and appropriateness of employee communication with the office.

Just like any other employee, teleworkers should not have to guess your intentions. Be clear with your teleworkers about your assessment of their performance and provide feedback often. Keep these five tried-and-true feedback guidelines in mind.

- 1) **Be descriptive.** Describe what the person did (“You have three mistakes in the budget for the next quarter.”), and do not use subjective labels such as “This is sloppy work.”
- 2) **Limit feedback to priority changes.** Do not try to fix everything at once, but begin with the changes that will account for the most improvement and most value. Remember to provide positive feedback when work is done well.
- 3) **Give feedback sooner rather than later.** Do not wait for “the right time” because the employee might make the same mistake over and over again in the meantime.
- 4) **Give positive feedback.** Describe what needs to be changed, but also describe what is being done well so the employee can repeat it and will know that you have recognized a job well done
- 5) **Praise in public, criticize in private.** This statement is long-standing wisdom about giving feedback. All of us like to hear good news about what we have done when our peers are around—but the negative feedback is not meant for public knowledge.

DISCUSS WORK SCHEDULE

Ensure that the teleworker’s hours are in concert with the needs of your team, and as appropriate, customer(s). Along with the flexibility to work at one’s most productive time of day and experience improved work-life balance especially if caring for dependents, it is important that the teleworker remain integrated into the team, available, and accessible. If your team has employees in different time zones, work schedules should be flexible enough so that all team members have the opportunity to interact and collaborate during the workday.

DISCUSS COLLABORATION TOOLS

Effective telework requires the necessary technological support to foster success. A key provision is using collaboration tools to facilitate communication (e.g., Microsoft Teams, Zoom). It is critical the supervisor, teleworker, and coworkers utilize the available collaboration tools and overcome any challenges to one’s comfort level with and knowledge of the tools. Repeated disruptions to telework scheduling, which are

largely based upon a refusal to take advantage of supportive technology, should be discussed between the supervisor and teleworker. If necessary, please contact your servicing HR office.

DISCUSS PERFORMANCE REQUIREMENTS

Telework by its very nature is a change for everyone and a key to succeeding as a manager of teleworkers is communicating effectively with your staff. Some staff members need, and benefit from, a daily check-in with you to review what they are doing or have done that day, what their next task is, and what problems they might be experiencing. Other teleworkers may require less frequent contact with the manager, but instead need to collaborate regularly with coworkers.

Part of managing change well is ensuring that there is a workable understanding and practice of maintaining contact between the teleworker and supervisor. How often will you communicate? What means of communication will you utilize: email, telephone, virtual meetings?

Teleworkers should have the same responsiveness when working out of the office as they do in the office. Predictable access is more important than instant access in most cases. You probably do not need to be able to reach your teleworkers immediately all the time (remember, you cannot even do that in the office), but you do need to be able to agree on a time when you will be able to reach them, or at least hear back from them if you leave a voicemail or send an email. Your teleworkers should be reachable in roughly the same ways with the same expectation for timely response as your in-office workers. Supervisors should be aware when employees start and end work, any change in availability (e.g., departure for and return from an appointment or a conference call that will tie up the telephone for a while), and of any change in contact information.

TIPS FOR WORKING IN A REMOTE TEAM

The Department is committed to your successful utilization of effective telework practices. This involves employing various activities and tools to manage a distributed team consisting of onsite and remote employees. At the beginning of the telework arrangement and throughout, embracing the following tips will benefit the supervisor and the teleworker as you strive to “pull it all together.”

- Know specific goals and objectives.
- Establish team operating agreements.
- Decide how best to work within your team.
- Utilize a shared database, share drive or SharePoint.
- Deal with conflict immediately.
- Foster an inclusive and rewarding environment.
- Use collaboration tools.

KNOW SPECIFIC GOALS AND OBJECTIVES

Regardless of whether responsibilities and related expectations have shifted in the transition from an onsite to remote worksite, it is important to be clear about performance goals and objectives. Do not treat teleworkers differently than onsite employees as it relates to work requirements. What is the purpose of the team and/or project, and what is your employee’s place within it? What is their contribution? What is your team expected to deliver? As was mentioned in the “Have the Chat,” the

performance review is not the appropriate time for the supervisor to reveal or the employee to discover that role expectations were not fulfilled.

ESTABLISH TEAM OPERATING AGREEMENTS

With clarity regarding the team's purpose, it can be beneficial to develop actual team agreements or charters that document how the team is going to work together. Whatever the level of formality is used for these agreements, they should be clear, comprehensive, inclusive, and understood by all. Include your employees when developing these agreements to obtain buy-in and perspective. Does your team have an operating agreement or charter?

DECIDE HOW BEST TO WORK WITH YOUR TEAM

Striving to maintain team effectiveness, integration, and accessibility is important to determining how best the team can work together. This determination should be based upon team vision, business function, demonstrated capacity, performance observation, schedules and employee input. Do your employees know where they fit within your team?

UTILIZE A SHARED DATABASE, SHARE DRIVE OR SHAREPOINT

The facilitation of knowledge sharing is critical to collaboration and work fulfillment for any team, and the value that it brings to a virtual team is magnified. Developing and utilizing tools with shared access to relevant information will foster inclusion, teamwork, and task completion. If you have questions about what shared tools may be available to your team, please contact your CIO representative.

DEAL WITH CONFLICT IMMEDIATELY

Despite the differences, the diversity of perspectives may bring richness to your work process, product, or relationships. Just as in the office environment, conflict should be addressed and remedied immediately. Address the situation at hand quickly and work towards a solution. Remember harassment, bullying and other offensive, unwelcome, and prohibited behaviors can occur both in telework and physical office settings.

FOSTER AN INCLUSIVE AND REWARDING ENVIRONMENT

The work environment should value the potential, capability, and contributions of all team members regardless of location, as well as recognize their accomplishments. Check in with your employees to ensure they feel included and develop mutually beneficial solutions in an effort to facilitate improved inclusion.

USE COLLABORATION TOOLS

It is vital that all personnel, supervisors, and employees alike, utilize the tools that are made available to them. They facilitate team communication and collaboration, thereby eliminating the barriers created by geographic distance. While using this technology may stretch a person's comfort zone, it is a necessary component of embracing telework and also counteracts isolation and provides for a more personal interaction.

How we verbally and non-verbally communicate must adjust to ensure our communication style remains effective while teleworking. Something that may have worked in an onsite setting may not be conducive

to a virtual setting. Between video conferencing (Microsoft Teams/Zoom) and conference calls, the audio component sometimes gets overlooked. Consider setting ground rules for engagement, such as:

- Do not speak all at one time but rather one at a time
- Do not interrupt the person speaking. Because of audio feedback, the speaker's words may get cut off abruptly and you will not hear what was said
- Place your phone on mute when not speaking to minimize background noise
- Use active-listening skills. It's ok to ask the speaker, "so what I heard was..."
- Speak clearly and concisely and plan what you want to say in advance when presenting
- Listen carefully and ask if someone who has NOT spoken wishes to contribute

Zoom, and Microsoft Teams are collaborative tools with audio and video features that enable us to communicate with other employees in lieu of face-to-face interactions. These are vital tools and should be leveraged as often as possible for meetings. When "*sharing your desktop*" as a presenter or host, you may also want to close out of your email or change your preferences to not have email notifications show on your desktop screen.

Strongly encourage Webcams while on these platforms versus simply connecting via a conference calls. When meetings or tag-ups are held virtually, you and your employees can still see each other and remain connected. Strongly consider setting the expectation that Webcams should be used for all meetings. When in these platforms, you can set your screen so that you can see a grid view of all attendees at once. Tips for using Webcams:

- When speaking, look at the camera which will give the effect that you are speaking directly to the person (e.g., do not look out the window or at your computer monitor unless your camera is there).
- Be mindful that others are watching (i.e., your actions should be the same as attending an onsite meeting with professional dress and demeanor).

MAINTAIN INTERPERSONAL CONNECTIONS VIA "VIRTUAL COFFEE BREAKS"

The lessening or absence of face-to-face contact not only impacts the process of work fulfillment, it alters the availability of social connections. In your ongoing efforts to strengthen relationships and build teams, do not lose sight of the value of these connections. Previously you may have walked to Starbucks or shared lunch together, you can agree to connect over coffee while in separate locations.

IMPORTANCE OF KNOWLEDGE SHARING

With the expansion of telework, it is critical for both supervisors and teleworkers to recognize that knowledge sharing is vital. The implementation of strong communication will facilitate mission accomplishment, collaboration, work fulfillment, team building, and employee motivation.

Ensure information and knowledge sharing is a customary practice in conducting business regardless of where your employees are located. Some telework proponents have discovered the added importance and value of providing read-ahead materials for virtual meetings. This can be facilitated using collaboration tools and shared systems (e.g., share drives, SharePoint) to enable the partnership in completing tasks. Effective telework management and implementation can be improved by practicing the following knowledge sharing checklist guidelines.

- Clarify team focus and teleworker “fit.”
- Conduct inclusive meetings.
- Foster a strong community environment.
- Share institutional knowledge.
- Offer mentoring or buddy systems.

CLARIFY TEAM FOCUS AND TELEWORK “FIT”

It is imperative to be clear about the team focus and related performance goals/objectives. As mentioned in the “Tips for Remote Work,” it can be advantageous to develop team agreements that document how the team is going to work together. Striving to maintain team effectiveness, integration, and accessibility is important to determine how best the team can work together and how each individual teleworker “fits” within the achievement of identified goals. It is the supervisor’s responsibility to ensure that all team members know how they fit and contribute within work teams.

CONDUCT INCLUSIVE MEETINGS

The work environment should value the potential, capability, and contributions of all team members regardless of location, as well as recognize their accomplishments. This requires the facilitation of meeting participation and the utilization of collaboration tools, such as those which facilitate conference calling amongst a distributed workforce. Strongly consider the use of Webcams in these meetings to help foster a connection between the team.

FOSTER A STRONG COMMUNITY ENVIRONMENT

Where there is a “disconnect” with any member(s) of the team, it is essential to conduct employee, supervisor, or team dialogue to facilitate improved inclusion. Honoring the guidance for conducting inclusive meetings will also foster community building as employees are recognized for their contributions, both as individuals and as part of the team. “Everyone has a seat at the table (even if it is 1,200 miles away...) and is responsible for the professional sharing of information, fulfillment of work, and building of relationships.

SHARE INSTITUTIONAL KNOWLEDGE

Sharing institutional knowledge is central to overall information sharing while also being critical to collaboration and work fulfillment. The history of an employee, practices, or processes establishes a “record” of information, experience, and perspective based upon the lessons learned during that time period. This information can provide a valuable foundation for next steps informing what to avoid as well as what to ensure when operating within the work culture. Whether working with an onsite or distributed workforce, facilitating a connection and access to this information is vital.

OFFER MENTORING OR BUDDY SYSTEMS

As a complement to the professional relationships established in the interest of task completion, intentional practices can be put in place through the establishment of mentoring or buddy systems. Consider buddying up a seasoned employee who have been on your team with a new employee or buddying up an employee who is onsite with a remote worker to foster more collaboration. Mentoring should include both virtual and in-person visits to worksites to focus on career growth and leadership

development. The processes engaged facilitate information transfer, knowledge sharing, and professional development.

BEST PRACTICES FOR TELEWORKING EMPLOYEES

Below are identified best practices for employees to use while teleworking:

- Self-motivate and self-manage; be results-oriented and work independently
- Be flexible and a team player
- Understand your supervisor's expectations
 - Be readily available to your supervisor, team members, and customers during your work schedule; respond in a timely manner
 - Understand your performance goals and job requirements
 - Discuss frequency and manner of supervisor contact and stick to it
 - Work with your supervisor on how often and in what detail he/she would like to know of project updates
- Be a strong communicator
 - Focus on communication: timeliness, clarity, meaning, dependability, and inclusiveness
 - Establish a communication plan with your supervisor and team members
 - Use and understand the collaboration tools available to connect with supervisor and team
 - Strongly consider using Webcams to facilitate interpersonal connections
- Build a great track record and earn your supervisor's trust.

AVAILABLE RESOURCES

Training and development opportunities that are available through the Department's learning management system, Learning Nucleus are provided in Appendix A. These include:

- **Career Development Tools:** Learning Nucleus contains an expansive catalog of courses and tools aimed at strengthening job-related skills and supporting the upskilling and reskilling our workforce. This includes the Mentoring Module, Competency Assessments, and Individual and Executive Development Plans, which can all be executed virtually.
- **Telework-Related Resources:** The list below includes resources available in Learning Nucleus to help employees and supervisors maximize effectiveness in a virtual work environment. Included are virtual courses, video vignettes, and books.

APPENDIX A – LEARNING NUCLEUS RESOURCES

Course Title	Course #	Type	Duration
Telework for Government Employees	<u>69974</u>	Skillsoft	60 min
Establishing Effective Virtual Teams	<u>58917</u>	Skillsoft	30 Min
Facing Virtual Team Challenges	<u>58918</u>	Skillsoft	30 Min
Contributing as a Virtual Team Member	<u>75009</u>	Skillsoft	20 Min
Video Title	Video #	Type	Duration
Face-to-Face Versus Virtual Management by Sue Powell	78964	Video	2 Min
Leading Effectively in a Virtual Environment by Eddie Obeng	77705	Video	3 Min
Virtual Meetings That Work by Rick Lent	104221	Video	2 Min
Managing Conflict in High Performance Teams by Howard Guttman	80844	Video	3 Min
Leading a Virtual Collaborative Team by Tamara Erickson	49868	Video	3 Min
Managing a Virtual or Matrix Team by Jason Jeffay	115271	Video	2 Min
Leading More Effectively Remotely by Kevin Eikenberry	132576	Video	4 Min
Leading Virtual Meetings by Keith Ferrazzi	96453	Video	3 Min
Book Title	Book #	Type	Duration
Projects Without Boundaries: Successfully Leading Teams and Managing Projects in a Virtual World	120271	Book	352 Pages
Virtual Team Success: A Practical Guide for Working and Leading from a Distance	41055	Book	224 Pages
Virtual Leadership: Practical Strategies for Getting the Best Out of Virtual Work and Virtual Teams	115194	Book	248 Pages
Interact and Engage! 50+ Activities for Virtual Training, Meetings, and Webinars	97497	Book	233 Pages
Uniting the Virtual Workforce: Transforming Leadership and Innovation in the Globally Integrated Enterprise	45642	Audiobook	5 hours



PERSONNEL ACTIONS DUE TO CHANGES IN GEOGRAPHIC LOCATIONS FOR HC-SSC CUSTOMERS

In accordance with [Policy Memorandum #106, Telework/Remote Work](#), remote work is a work arrangement in which the employee continually works from an approved Official Remote Worksite (usually the employee's residence) that is within or outside the local commuting area (LCA) of an Official DOE Worksite. The LCA is defined as a 50-mile radius surrounding an employee's Official Remote Worksite.

Remote work is distinct from telework and, since the work is not at an Official DOE Worksite, it may require a change in an employee's duty station that may affect their pay, benefits, and taxes.

DUTY STATION CHANGES (NO CHANGE IN PAY)

A Change in Duty Station personnel action occurs when an employee's geographic location of their worksite changes **and** no other change to the position is needed (i.e., pay stays the same). OPM defines a change in a geographic location when a change in city/town, county, or State occurs, even if there is no affect to an employee's pay.

Change in Duty Station personnel actions are necessary to ensure an employee's Official Remote Worksite is accurate. If there are more than 16 employees who require a Change in Duty Station, Departmental Elements should use the [mass process](#) for efficiency.

The below process must be followed when an employee has a geographical location change but no change in pay:

- Resource Managers must initiate a CHRIS Non-Recruit Workflow action for a Change in Duty Station when an employee is approved to become remote based on the duty station identified on the telework agreement. This is also necessary if a remote employee moves from one remote duty station to another.
- The Remote Work Agreement must be attached to the Change in Duty Station Non-Recruit Workflow action to indicate approval to process the action and verify the correct duty station is entered in CHRIS.
- The Office of Recruitment and Advisory Services (ORAS) in the HC-SSC will support smaller Departmental Elements that do not typically generate their own CHRIS Non-Recruit Workflow actions. In these cases, a request for the duty stations change should be sent to HRnonrecruit@hc.doe.gov along with a copy of the Remote Work Agreement.
- Change in Duty Station personnel actions will be processed effective the pay period after the Workflow action is received in OHROC. Duty Stations actions cannot be processed retroactively.
- Employees will receive an eOPF email Notification of Personnel Action, SF-50, to document the Change in Duty Station.

DUTY STATION CHANGES (RESULTS IN CHANGES IN PAY)

If an employee changes their geographic location and it results in a **pay adjustment** (e.g., the new duty station is in a different pay locality area), it cannot be processed using the Change in Duty Station personnel action. This change must be processed as a General Pay Adjustment.

Instead, the below process must be followed when an employee is relocating, and their pay will change:

- Resource Managers must email the current Position Description (PD) to [Classification in the Hiring Services Division in OHROC](#) and request an update to the PD to change the employee's duty location.
- After the PD is updated, Resource Managers must initiate a CHRIS Non-Recruit HR Workflow action for a General Pay Adjustment and indicate in the remarks section it is due to a change in the duty station from old duty station to new duty station (e.g., a change in duty station from Dallas, TX, to Boulder, CO).
- The Remote Work Agreement and the updated PD must be attached to the General Pay Adjustments Non-Recruit Workflow action to indicate approval to process the action and verify the correct salary and duty station is entered in CHRIS.
- The ORAS will support smaller Departmental Elements that do not typically generate their own CHRIS Non-Recruit Workflow actions. In these cases, a request for General Pay Adjustment should be sent to HRnonrecruit@hc.doe.gov along with a copy of the Remote Work Agreement and updated PD.
- General Pay Adjustment actions will be processed effective the pay period after the Workflow action is received in OHROC. These actions cannot be processed retroactively.
- Employees will receive an eOPF email Notification of Personnel Action, SF-50, to document the General Pay Adjustment.

STATE OR LOCAL TAXES CHANGES

The employee is responsible for initiating changes for their state or local taxes when there is a geographical location change. The employee will receive an eOPF Notification that the Change in Duty Station or General Pay Adjustment SF-50 has been processed and added to their eOPF folder. If applicable, the employee must take one of the following actions:

- Change their state taxes in myPay as soon as possible if they moved to another taxable state.
- If the employee moved to a non-taxable state such as FL or TX or if the employee needs to add local taxes, please contact DOE Payroll at payrollcsrhelpdesk@hq.doe.gov immediately for assistance.
- If the employee moved within their current state, no state tax change is necessary.

The employee is responsible for filing and paying all state and local taxes and/or penalties, if applicable. The employee is solely responsible for any and all tax implications attributable to a Remote Work Agreement.

HEALTH BENEFITS CHANGES

Federal Employees Health Benefit (FEHB) or Federal Employee Dental and Vision Insurance Program (FEDVIP): If the employee moves to a geographical area not covered by their current health benefits plan, the employee must elect a new plan. Please see instructions on [SF2809 - Health Benefits Election Form \(opm.gov\)](#). The employee must email [Benefits in the Employee Services Division in OHROC](#) within 60 days of the effective date of the Change in Official Remote Worksite to process their change in FEHB. If enrolled, the employee must also notify their FEHB provider and dental/vision (FEDVIP at www.benefeds.com).

MARCH 2022 V.1

QUESTIONS: Contact [HC Communications](#)

VISIT Us: HCnet.doe.gov



U.S. DEPARTMENT OF
ENERGY

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Department of Energy

Washington, DC 20585

September 13, 2023

MEMORANDUM FOR HEADS OF DEPARTMENTAL ELEMENTS

FROM: ERIN MOORE 
CHIEF HUMAN CAPITAL OFFICER

SUBJECT: Policy Memorandum #108, *Domestic Employees Teleworking Overseas*

Section 6202 of the [Fiscal Year 2022 National Defense Authorization Act](#) (Public Law 117–81, December 27, 2021) requires all Federal agencies to establish a policy under which employees may be permitted to temporarily perform work requirements and duties from approved overseas locations. To satisfy the requirement, this policy memorandum (PM) establishes the Department of Energy's (DOE) requirements for authorizing and submitting requests to work remotely in overseas locations, which is referred to across the Federal government as *Domestic Employees Teleworking Overseas (DETO)*.

This information supplements the requirements established by the Department of State, which holds exclusive authority for approving DETO Agreements for Federal employees.

Accordingly, this PM should be read in conjunction with [DOE Order \(DOE O\)313.3, Management and Funding of the Department's Overseas Presence](#), [DOE O 314.1B, DOE Telework and Remote Work Program](#), and [PM #106, Department of Energy's Telework/Remote Work Program](#), or successor Orders/PM.

Questions concerning this PM should be directed to the Department's Tele/Remote Work Program Manager in the Office of Policy, Labor and Employee Relations at DOE-Tele-Remote-Work-Policy@hq.doe.gov.





INTEGRITY - INNOVATION - COLLABORATION - ACCOUNTABILITY - RESPECT - EXCELLENCE

POLICY MEMORANDUM #108

DOMESTIC EMPLOYEES TELEWORKING OVERSEAS (DETO)



U.S. DEPARTMENT OF
ENERGY

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PURPOSE

This policy memorandum (PM) establishes the Department of Energy's (DOE) requirements for authorizing telework in overseas locations, otherwise referred to as Domestic Employees Teleworking Overseas (DETO). This PM also provides guidelines for submitting requests to telework overseas, which, if approved, will allow DOE employees to serve on DETO agreements while working remotely in an approved overseas location.

Accordingly, this PM should be read in conjunction with [DOE Order \(DOE O\)313.3, Management and Funding of the Department's Overseas Presence](#), [DOE O 314.1B, DOE Telework and Remote Work Program](#), and [PM #106, Department of Energy's Telework/Remote Work Program](#), or successor Orders/PM.

APPLICABILITY

- 1) This policy applies to all Federal DOE positions designated as "remote work eligible" except where indicated in exemptions section below.
- 2) The Administrator of the National Nuclear Security Administration (NNSA) must ensure that NNSA employees comply with their responsibilities under this policy memorandum. Nothing in this policy memorandum will be construed to interfere with the NNSA Administrator's authority under section [3212\(d\) of Public Law \(P.L.\) 106 65](#) to establish Administration specific policies, unless disapproved by the Secretary.
- 3) In accordance with the responsibilities and authorities assigned by [Executive Order \(EO\) 12344](#), codified at [50 U.S.C. § 2406](#) and [50 U.S.C. § 2511](#), and to ensure consistency through the joint Navy/DOE Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors (Director) will implement and oversee requirements and practices pertaining to this policy memorandum for activities under the Director's cognizance, as deemed appropriate.

EXEMPTIONS

- 1) Political appointees and employees serving on schedule C appointments are ineligible to serve on DETO Agreements.
- 2) Employees whose duties include reporting on or playing any substantive role in the policy or administrative issues pertaining to the country from which they would live in during a DETO Agreement are ineligible to serve on DETO Agreements in that country.

LABOR RELATIONS OBLIGATIONS

- 1) Nothing in this PM shall change any collective bargaining agreement in effect on the date of this PM. In the event any provisions of this PM conflict with the terms of any collective bargaining agreement (CBA) in effect on the date of this PM, the terms of the CBA shall prevail.

BACKGROUND

A Federal employee assigned to a DETO Agreement works remotely from an approved overseas location for a specific duration. The employee's duty station is changed to reflect the approved overseas

location; however, the employee's position of record remains a domestically assigned position and their domestic reporting structure remains the same.

On June 7, 2016, the Department of State (DOS) issued a Memorandum for All Department and Agency Executive Secretaries, [Requirements for Executive Branch Employees Teleworking in Foreign Locations](#). DOS's memorandum provides Federal policy for authorizing DETO Agreements and provides minimum requirements, which must be included in an agency's DETO policy. The DOS memorandum applies to all Federal Executive Branch agencies considering DETO Agreements for respective agency employees. The DOS policy requirements are in addition to the requirements addressed in the [Telework Enhancement Act of 2010](#), supporting U.S. Office of Personnel Management requirements.

Additionally, section 6202 of the [Fiscal Year 2022 National Defense Authorization Act](#) (Public Law 117–81, December 27, 2021) requires all Federal agencies to “establish a policy enumerating the circumstances under which employees may be permitted to temporarily perform work requirements and duties from approved overseas locations”.

While DETO Agreements are becoming more common in the Federal government, they are considered on a case-by-case basis due to increased security concerns and costs to employing agencies. DETO arrangements should be authorized sparingly.

REQUIREMENTS

A. GENERAL REQUIREMENTS:

- 1) The Department will administer the provision of this PM fairly and equitably, without regard to race, ethnicity, color, religion, gender (including pregnancy and gender identity), national origin, age, disability, political affiliation, sexual orientation, genetic information, marital or family status, personal favoritism, membership, or non-membership in an employee organization, or holding of office in an employee organization, or any other non-merit-based factor.
- 2) Where this PM is silent, the Department's discretion is subject to law and DOS and OPM regulations or guidance. When provisions of this PM differ from changes in law, regulation or updated guidance, the changes supersede.
- 3) The Office of the Chief Human Capital Officer (HC) along with the Office of International Operations in the National Nuclear Security Administration (NNSA) must monitor any adjustments or changes to Federal regulations issued by DOS or otherwise. At such time, HC must update the provisions of this PM to align with Federal requirements.
- 4) Although “DETO” has telework in the acronym, a DETO Agreement is a temporary overseas remote work arrangement that allows Federal employees to perform the duties of their domestic DOE position of record from an approved overseas location. A [DETO Agreement](#) is the necessary form used to allow a DOE employee to work remotely in an approved overseas location.
- 5) DETO Agreements are strictly voluntary and at the discretion of Departmental Element (DE) management. Any associated expenses (e.g., relocation expenses) are the responsibility of the employee and are not funded by DOE. DE management has the discretion to authorize, suspend,

change, or cancel DETO Agreements when doing so is in the best interest of the Department. DOS must approve requests to approve, suspend, change, extend, and cancel DETO Agreements.

- 6) Specifically, unless exempted by Presidential directive or legislation, DOE Federal employees working remotely from foreign countries are subject to the DOS [Chief of Mission \(COM\)](#) authority and their presence at an overseas post (location) must be pre-approved via the [National Security Decision Directive 38 \(NSDD-38\)](#), if over one year, or the electronic Country Clearance (eCC) process, if less than one year.
- 7) Employees who are performing the duties of their DOE position at their approved overseas location (e.g., home) are covered by the Federal Employees' Compensation Act. As such, employees must immediately report any job-related incident that results in or has the potential to cause injury, illness, or property damage to their first-line supervisor. Supervisors must investigate all reports immediately following notification in accordance with DOE's Workers' Compensation Program.
- 8) A DETO Agreement is not a reasonable accommodation. An employee with a disability seeking telework as a reasonable accommodation must follow procedures outlined in [PM#100B, Reasonable Accommodation](#). This does not preclude a DOE employee on a DETO Agreement from requesting a reasonable accommodation once they reach the country for their DETO assignment.

B. ELIGIBILITY

- 1) Positions must be designated as remote work-eligible based on their duties and responsibilities to qualify for a DETO arrangement.
- 2) Employees must be permanently assigned to domestic positions with at least one-year of Federal service and have successfully completed probationary/trial period requirements.
- 3) Positions that require access to and/or the handling of classified material are typically ineligible for a DETO Agreement.
 - a. However, if there is a compelling justification which warrants the DE to allow the employee to work under a DETO Agreement, the employee must be located at an embassy, consulate, or assigned to a specific mission with an international organization and applicable security standards must be met. In these cases, DEs must cover any support costs required to make such arrangements available to the employee and include this information in the DETO Agreement.
 - b. If in very rare situations and at the DE's discretion, the classified duties of the position are removed to allow the employee to work under a DETO Agreement, the employee may be allowed to work remotely at an alternate worksite, such as the employee's residence (home) in the foreign country, as opposed to being restricted to the embassy, consulate, or mission. This flexibility must be specifically stated in the DETO Agreement.

- 4) Federal employees who received a permanent disciplinary action in their electronic Official Personnel File (eOPF) from any federal agency are not authorized to have a DETO Agreement or will have their DETO Agreement terminated if:
 - a. They have been officially disciplined for being absent without permission (i.e., absent without leave (AWOL) for more than five days in any calendar year; or
 - b. They have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing Federal Government duties consistent with the guidance set forth in section 2635.704 of title 5, Code of Federal Regulations.
- 5) Current Federal employees are not authorized to have a DETO Agreement or will have their DETO Agreement terminated if:
 - a. An employee's performance continues to diminish employee or organizational mission or goals, even after attempts to mitigate poor performance have been attempted;
 - b. An employee is unable to access the Department's network or an employee's access does not meet the network requirements (e.g., security, bandwidth, service reliability) and no other work of equal or higher priority that is acceptable to the supervisor can be performed at an alternative worksite; or
 - c. The employee does not comply with the terms of the DETO Agreement.

C. DETO AGREEMENTS:

- 1) When a DOE employee requests permission to move (relocate) and carry out their DOE job functions from an overseas location remotely, an approved DETO Agreement must be in place prior to working remotely from a foreign location. A DETO Agreement is not required when an employee is working remotely from non-foreign locations (e.g., territories).
- 2) Remote working from an overseas location on a DETO Agreement is distinct from other work flexibilities which may allow an employee who is overseas for a short duration (e.g., vacation) to check email, touch base with a supervisor, call into a meeting or log into a work account to accomplish work. Further, employees on official travel orders (i.e., temporary duty assignment [TDY]) are typically allowed to log in and perform DOE work while overseas without a formal DETO Agreement. For additional information and requirements regarding these other flexibilities and prior to authorizing this type of work flexibility, DEs must consult with the Office of Chief Information Officer (OCIO) and follow any applicable OCIO policies.
- 3) There are two types of DETO Agreements:
 - a. **Sponsored DETO Agreement:** Is an arrangement that allows a Federal DOE employee who is married to a sponsoring employee assigned overseas based on United States Government (USG) orders to work from an approved overseas location. The *Sponsored*

Agreement is the most common arrangement and is usually approved for the duration of the sponsoring employee's orders.

- i. Example: A Federal DOE employee is married to a member of the Foreign Service (FCS). The FCS employee is assigned to Embassy Madrid, and the DOE employee applies for a DETO Agreement to perform their DOE Federal position remotely, from Madrid – most likely from their residence.
 - ii. Example: A Federal DOE employee is married to a member of the military who has military orders to be stationed overseas. The DOE employee (i.e., the spouse of the military member) applies for a DETO Agreement to perform their DOE Federal position remotely from the overseas location.
 - b. **Independent DETO Agreement:** Is an arrangement that allows a Federal DOE employee to work remotely from an approved overseas location independently without accompanying a sponsoring employee. In these situations, the employee must explain the need for the request, and provide information about how they expect to accomplish their job duties without a negative impact.
 - i. Example: A Federal DOE employee has an immediate [family member](#) in Italy who is ill and requests permission for an Independent DETO Agreement to perform their DOE Federal position remotely in Italy to be near their family member.
 - ii. Example: A Federal DOE employee has a family related, or personal emergency requiring their immediate presence overseas and requests an Independent DETO Agreement to perform their DOE Federal position remotely overseas for a short duration.
 - iii. Example: A Federal DOE employee's spouse is assigned overseas to an international organization (e.g., North Atlantic Treaty Organization, United Nations, World Bank). Federal employees assigned to international organizations on detail are not considered sponsors for purposes of a DETO Agreement because they are not on official U.S. government orders.
- 4) DETO Agreements (Sponsored or Independent) allow for temporary or long-term work arrangements as defined by DOS.
 - a. **Temporary DETO Agreement:** Typical duration is for less than one (1) year. When establishing temporary DETO Agreements, DEs must obtain COM approval through the country clearance process. Extensions may be granted. This is the most commonly approved Agreement by DOS.
 - b. **Long Term (Permanent) DETO Agreement:** Typical duration is for one (1) year or more. When establishing permanent DETO Agreements, DEs must follow the procedures outlined in the NSDD-38, or other guidance as provided by the DOS.
- 5) A DETO Agreement generally does not exceed two years. While a two (2) year Agreement is considered "permanent" by DOS DETO definitions, historically, DOS does not approve

Agreements extending beyond this time. An employee seeking a permanent overseas position must apply for an overseas permanent position.

D. ANTI-NEPOTISM REVIEW

- 1) An employee requesting a Sponsored DETO Agreement is required to undergo an [Anti-Nepotism Review \(ANR\)](#) before working at the same post as their [spouse](#) when the employee's spouse meets any elements of the "Prohibited Conditions" listed in the [DOS 3 FAM 8326](#).
- 2) If an ANR is required, the DOE employee on the DETO Agreement cannot begin working at a post until the ANR is completed. The DE's Tele/Remote Work Coordinator (TWC) must inform NNSA's Office of International Operations when a Sponsored DETO Agreement requires an ANR. The DE must submit the required paperwork to allow sufficient time for DOE to obtain the DOS approval.
- 3) The ANR submission must include:
 - a. A description of the DOE employee's responsibilities, including the rater and reviewer of the employee on the DETO Agreement, with a copy of the current position description;
 - b. Confirmation documenting the chain of command for the DOE employee on DETO Agreement is outside the purview of the post, including their relative at post (i.e., overseas location), and that the employee on DETO Agreement will exclusively perform duties for their domestic DOE office;
 - c. Confirmation the DOE employee will not provide any services to post, and if post looks to the employee's office for services of any kind, identify the Point of Contact (POC) in the organization to provide such services in lieu of the employee on DETO;
 - d. Information on where the DOE employee will work as the alternate overseas remote work location (home residence);
 - e. TDY travel requirements, if applicable, at the employing DE's expense and incorporated into the DETO Agreement; and
 - f. A statement on [International Cooperative Administrative Support Services \(ICASS\)](#) costs and plans for the DE to reimburse the DOS, if applicable.
- 4) Once the ANR is complete and approved, the TWC must attached the approved ANR to the DETO Agreement for submission to the OPAB¹.

E. APPROVAL OF DETO AGREEMENTS:

- 1) Employees must submit a written request (email, memorandum, or another approved format as determined by the DE) to their first-line supervisor for consideration of a DETO Agreement.

¹ The OPAB in conjunction with the Office of International Operations (NNSA) will submit the final DETO Agreement with the ANR document to DOS for final approval.

- 2) Heads of Departmental Elements (or approving officials) are not required to alter/adjust work duties to support employee's request to work remotely overseas on a DETO Agreement.
- 3) All DOE employees must receive pre-approval from the Department's Overseas Presence Advisory Board (OPAB) before negotiating a DETO Agreement.
 - a. DEs requesting a DETO Agreement must inform the Department's Tele/Remote Work Program Manager located in the [Office of Policy, Labor, and Employee Relations \(OPLER-PD\)](#) in the Office of the Chief Human Capital Officer (HC) and [NNSA's International Operations Office](#) who will coordinate with OPAB for approval.
 - b. If OPAB approval is received, NNSA's International Operations Office is responsible for coordinating DOS approval for DETO Agreements for DOE Federal employees.
- 4) A [standard template](#) is provided for DEs requesting a DETO Agreement.
 - a. Changes in language for DETO Agreements are not permitted as it is based on DOS requirements.
 - b. Addendums may be allowed to accommodate various provisions as outlined in this PM. Addendums must be coordinated with NNSA's International Operations Office and the Department's Telework Program Manager in OPLER-PD.
- 5) For the DETO Agreement request to proceed to DOS for final approval, DETO Agreements, including an [ANR](#) for potential conflict of interests (if applicable), must be signed by the following individuals:
 - a. Head of Departmental Element;
 - b. First-line supervisor (or equivalent);
 - c. General Counsel (GC); and
 - d. Office of International Operations in NNSA.
- 6) Any extension requests must be coordinated through NNSA's International Operations Office and OPAB before seeking DOS approval. Extensions may be requested to the DETO Agreement by presenting an amended DETO Agreement and seeking permission from the COM through the National Security Decision Directive 38 (NSDD 38) approval process.
- 7) Contact with NNSA's International Operations Office and the OPAB is reserved for HC, GC, first-line supervisors and Telework/Remote Work Coordinators only. Employees cannot contact NNSA's International Operations Office or the OPAB directly.

F. TERMINATION OF DETO AGREEMENTS

- 1) The DETO Agreement terminates automatically when the sponsor's initial overseas assignment ends or when the current Agreement expires.

- 2) If a DETO Agreement is terminated early, either by DOE or at the employee's request, provisions in DOE O 314.B and PM# 106 apply. DOS must approve requests to suspend, change, and cancel DETO Agreements.
 - a. NNSA's International Operations Office must request to cancel the overseas position through the DOS via NSDD-38 process or the eCC process.
 - b. If a DE wants to terminate a DETO Agreement early, the first-line supervisor must notify the DOE Tele/Remote Work Program Manager in OPLER-PD who will work with NNSA's International Operations Office no later than four weeks in advance of terminating the Agreement to ensure proper coordination with DOS.
 - c. Once DOS approves the cancellation/termination, the DE can notify the employee. Employees must return to their domestic position as soon as possible.
- 3) The employee must notify their TWC and first-line supervisor of the effective date of the termination of the DETO Agreement to allow time to process the required SF-50 personnel action documenting the change in duty station.

G. COMPENSATION AND COST OF LIVING ALLOWANCES FOR DETO AGREEMENTS

- 1) When serving on a DETO Agreement, locality pay is authorized for DOE employees covered under [Title 5 U.S.C., Subpart F, Locality Based Comparability Payments](#). Accordingly, General Schedule (GS) employees, or equivalent are paid at the basic pay including locality. Employees serving on a DETO Agreement are entitled to receive the highest applicable rate of pay of the following:
 - a. The overseas locality rate (as indicated under section 9717 (b)(2) of the NDAA);
 - b. A special rate under 5 U.S.C. § 5305 (based on the DETO's overseas position and location but without any special rate associated with the former U.S./domestic duty station); or
 - c. A retained rate under 5 U.S.C. § 5363.
- 2) Locality pay under this PM is basic pay for the same purposes as Title 5 locality pay (e.g., retirement, life insurance and other Federal benefits).
- 3) Locality pay is included in basic pay when applying premium pay provisions. The adjusted rate of basic pay for GS-15, Step 10 rate used to establish an employee's premium pay cap under 5 U.S.C. § 5547 must include the locality payment.
- 4) Locality pay for employees on DETO Agreements qualifies for the maximum payable rate rules in 5 CFR 531.221-531.223. This applies even though receiving DETO locality pay causes the recipient to be coded in the Corporate Human Resources Information System (CHRIS) (or equivalent system) as receiving a special rate.
- 5) Employees on DETO Agreements are not authorized to receive overseas/foreign allowances. However, in cases where there is a sponsoring spouse, the sponsor may be eligible for allowances based on family size, including the DOE employee.

- 6) Upon arrival at the overseas location, the employee must notify their first-line supervisor and the TWC when the DETO arrangement begins. The supervisor must submit a change in duty station personnel action (SF-50) to reflect the location from which the employee is currently working on the DETO Agreement. SHRO/SSCs must be notified at least one pay period in advance that a “Change in Duty Station” personnel action is required.
- 7) At the conclusion of the DETO Agreement, the first-line supervisor must take similar actions to reflect the employee has returned to the United States or another domestic location. SHRO/SSCs must be notified at least one pay period in advance that a “Change in Duty Station” personnel action is required.
- 8) Throughout the duration of the DETO Agreement, the DOE position of record remains in United States (e.g., Washington, D.C.) or the location as it appears on the employee’s position of record before entering the DETO Agreement.
- 9) A Senior Executive Service employee on a DETO Agreement is not entitled to premium pay.
- 10) GS employees (or equivalent) serving on DETO Agreements may be eligible or entitled to receive overtime compensation depending upon the nature of the duties and where the work is performed. The existing overtime rules in Title 5 U.S.C. and the Fair Labor Standards Act (FLSA) apply to DETO Agreements. All overtime must be approved in advance by the first-line supervisor.
- 11) Certain provisions and locations may impact FLSA designations while on a DETO Agreement. Servicing Human Resources Offices and Shared Service Centers (SHRO/SSCs) must ensure positions approved for DETO Agreements include appropriate FLSA designations.
- 12) Whether FLSA requirements apply depends upon the FLSA designation (i.e., Foreign Exemption Criteria under [5 CFR 551.212](#)) and the location of where the work is performed. Accordingly:
 - a. When a non-exempt employee on a DETO Agreement performs any work hours in a non-exempt area as defined at [5 CFR 551.104](#) (i.e., in the U.S. or its territories) all overtime work performed that week must be compensated under FLSA.
 - b. When a non-exempt employee on a DETO Agreement performs all hours of work in a foreign area (i.e., overseas location), the Foreign Exemption applies. Any overtime work performed that week is not subject to FLSA but is instead compensated under Title 5.
 - c. Employees exempt from FLSA requirements remain exempt when on a DETO Agreement and are instead compensated under Title 5.

H. EMPLOYEE BENEFITS

- 1) If the employee moves to a geographical area not covered by their current health benefits plan ([Federal Employees Health Benefit \[FEHB\]](#) or [Federal Employee Dental and Vision Insurance Program \[FEDVIP\]](#)), the employee must elect a new plan using the instructions on [SF-2809 - Health Benefits Election Form](#).

- 2) The employee must email their SHRO/SSC within 60 days of the effective date of the Change in Official Worksite to process their change in FEHB.
- 3) If the employee's enrollment changes because of the DETO Agreement, the employee must also notify their new [FEHB provider](#) and FEDVIP (www.benefeds.com) for additional dental/vision benefits.
- 4) The employee is solely responsible for any, and all benefits implications attributed to the DETO Agreement. The employee should review their Leave and Earnings Statement to ensure proper deductions.

I. TIME AND ATTENDANCE

- 1) Time spent working on a DETO Agreement must be accounted for and reported in the appropriate official Departmental timekeeping system (e.g., ATAAPS). Time spent not working during the employee's tour of duty must also be accounted for and reported appropriately.
- 2) The employee's time and attendance must be certified by the certifying official to account for all hours included in the employee's tour of duty. Supervisors must ensure reported time adheres to [DOE O 322.1C](#), *Pay and Leave Administration and Hours of Duty*, or successor order/policy.

J. COSTS, CONNECTIVITY, EQUIPMENT AND SUPPLIES

- 1) Any support or International Cooperative Administrative Support Services (ICASS) costs (e.g., supplies and other logistical provisions) associated with the DETO arrangement must be included in the DETO Agreement.
- 2) DOE may provide Government Furnished Equipment (GFE) and office supplies necessary for employees conducting official Government business while serving on a DETO Agreement.
- 3) The DE is not obligated to provide additional electronic or communication equipment to the remote worker on the DETO Agreement. DETO arrangements are expected to be cost-neutral or have no (or only minimal) impact on ICASS associated with the DETO Agreement.
- 4) DOE is not responsible for operating costs; home maintenance; insurance; utilities; internet access; or service, maintenance, damage, or replacement of privately owned equipment used for DETO Agreements, including personal printer supplies/paper, beyond what the DOS requires. Authorized costs must be approved in writing by the first-line supervisor prior to incurring them.
- 5) Employees are responsible for ensuring their home workstation space is safe and are required to sign the [Self-Certification Safety Checklist](#). Employees must take any necessary corrective actions to eliminate potential safety hazards in the home workstation prior to working.
- 6) If an employee experiences a connectivity problem and is unable to work, they must inform their first-line supervisor immediately and routinely try to reconnect to determine if issues have been resolved.

- a. If the problem is due to DOE-related issues (e.g., Citrix or VPN problems), the employee's timecard should be coded as remote working.
 - b. If the problem is due to issues at the overseas worksite as indicated in the DETO Agreement (e.g., home internet is down, a power outage occurs), the supervisor will consider all factors, including, but not limited to, the nature of the circumstances, any work assignments that can still be performed under the circumstances, and whether leave, excused absence, or another duty status is appropriate.
 - c. If an employee expects to experience longer than normal connectivity issues (e.g., all day or several days) and requests administrative leave or WSL, the supervisor may request documentation of the disruption prior to approving/granting the leave request. Depending on the situation (i.e., assuming it is safe to travel), attempts should be made to work from an alternate location with connectivity prior to requesting administrative or WSL.
- 7) There may be rare cases where an employee on a DETO Agreement may receive approval to work from an official building, such as the embassy or consulate, rather than from home (i.e., overseas residence). If ICASS services beyond those generally provided to Eligible Family Members (EFMs) are required for the DETO, those services should be specified in a Memorandum of Understanding and/or ICASS Subscription of Services Agreement signed by relevant officials in the DE and attached to the DETO Agreement as an addendum.

K. PERFORMANCE AND CONDUCT

- 1) Employees on DETO Agreements must be treated equally (as if they are reporting onsite domestically) for the purposes of work requirements, performance standards and expectations, periodic appraisals of job performance, training, awards, promotion, reduction in grade, retention, and other personnel actions requiring management discretion.
- 2) Consistent with onsite personnel, employees must be held accountable for the results they are expected to produce while remote working.
- 3) In the event of performance or conduct issues, supervisors must follow the requirements [DOE O 331.1D](#), *Employee Performance Management and Recognition Program* and [DOE O 333.1](#), *Administering Work Force Discipline, Adverse and Performance-Based Actions*.
- 4) Unacceptable performance, misconduct, or the failure to protect Government records and/or sensitive information may result in disciplinary action, suspension, or removal from Federal service, or the revocation of access to Government systems.

L. WORK SCHEDULES AND HOURS OF DUTY

- 1) Employees on DETO Agreements must be at their approved remote worksite (as approved by the DETO Agreement) during their scheduled tour of duty or approved work hours.
- 2) With supervisory approval, employees may modify certain aspects of their approved work hours (e.g., begin the workday earlier and end earlier than on those days when they would commute).

- 3) Time spent in a remote work status per the DETO Agreement is official duty time; employees are expected to perform DOE business only.

M. RECORD KEEPING

- 1) All DOE employees are responsible for safeguarding and maintaining records in relation to this PM as required by the Privacy Act, the Freedom of Information Act, and other applicable laws and regulations.
- 2) Employees must protect information used at their approved overseas worksites and manage records in accordance with established DOE policies, practices, and procedures, and comply with all DOE information technology and cybersecurity guidelines security guidelines.
- 3) Upon arrival at the overseas duty station (i.e., overseas residence), the [Self-Certification Safety Checklist](#) must be completed. This is a mandatory self-certification process and responsibility rests solely with the employee. It is the responsibility of the employee to provide the completed form to the supervisor and the TWC. The TWC must ensure completion of the required form and maintain a copy, along with the signed DETO Agreement form.
- 4) A copy of the completed and signed DETO Agreement and all accompanying documents must be sent to the:
 - a. Supervisor of DETO participant;
 - b. Manager of the DETO participant;
 - c. Head of Departmental Element of the DETO participant;
 - d. Department's Tele/Remote Work Program Manager in OPLER-PD; and
 - e. The Office of International Operations in NNSA.
- 5) The OPAB and OPLER-PD will retain copies of DETO Agreements up to five years after the Agreement expires or terminates.

ROLES AND RESPONSIBILITIES

The roles and responsibilities related to this PM must be read in conjunction with DOE Order 314.1B, Department's Telework and Remote Work Program.

A. HEADS OF DEPARTMENTAL ELEMENTS (OR DESIGNEE) WILL:

- 1) Sign and approve the DETO Agreement.

B. CHIEF HUMAN CAPITAL OFFICER (CHCO) WILL:

- 1) Administer the provisions of this PM in conjunction with DOE Order 314.1B and PM #106;
- 2) Provide guidance to TWC and the Servicing Human Resource Offices/Shared Service Centers (SHROs/SSCs) for implementation of this policy, as applicable; and

- 3) Oversee the collection and reporting of data responsive to OPM reporting requirements.

C. HC POLICY DIVISION WILL:

- 1) Maintain and provide supplemental guidance for employees assigned to DETO Agreements;
- 2) Update this PM and related guidance as needed to maintain compliance with laws, Government-wide rules and regulations, and Departmental program changes;
- 3) Serve as a resource for DOE supervisors, TWC, OPAB and the Office of International Operations; and
- 4) Coordinate the collection and reporting of DETO Agreements to OPM, and other agencies, as needed.

D. SHRO/SSCs WILL:

- 1) Process personnel actions (SF-50) for employees on DETO Agreements;
- 2) Ensure remote work eligibility is documented in CHRIS when building positions and processing personnel actions (SF-50s); and
- 3) Ensure position data reflects employee's eligibility in CHRIS for OPM Enterprise Human Resources Integration (EHRI) reporting.

E. NNSA'S OFFICE OF INTERNATIONAL OPERATIONS WILL:

- 1) Coordinate approval of the DETO Agreement with OPAB;
- 2) Serve as the Agency's DETO POC to the Department of State;
- 3) Review the DETO package to ensure all information is accurate;
- 4) Transmit the DETO package to the Department of State for final approval; and
- 5) Send approved DETO Agreements to the supervisor to initiate the change in duty station personnel action and any applicable locality pay adjustments.

F. MANAGERS OR SUPERVISORS WILL:

- 1) Ensure employees have work assignments appropriate to support a DETO Agreement;
- 2) Ensure employees meet the eligibility requirements for being on a DETO Agreement;
- 3) Sign and approve the DETO Agreements;
- 4) Set expectations regarding communication with remote employees;
- 5) Ensure employees maintain compliance with DETO Agreement work arrangements, and take appropriate steps to terminate the DETO Agreement if noncompliance is not promptly corrected;

- 6) Ensure employees record all work hours accurately in the official timekeeping system; and
- 7) Ensure the SF-52 request for Personnel Action is requested once the DOS approves the DETO Agreement.

G. TELEWORK/REMOTE WORK COORDINATORS WILL:

- 1) Maintain a copy of the signed DETO Agreement;
- 2) Maintain a copy of the signed Home Safety Checklist;
- 3) Ensure the content of the DETO Agreement complies with this PM and other Federal requirements; and
- 4) Send the signed DETO request to DOE's Tele/Remote Work Program Manager in OPLER-PD and the Office of International Operations to be forwarded to the State Department for final approval.

H. EMPLOYEES WILL:

- 1) Ensure all items on the DETO have been completed;
- 2) Complete the [Self-Certification Safety Checklist](#); and
- 3) Immediately report any job-related incident that results in or has the potential to cause injury, illness, or property damage to their supervisor.

ADDITIONAL INFORMATION

Tele/Remote Work Coordinators who have questions concerning this PM should send inquiries to DOE's Tele/Remote Work Program Manager at DOE-Tele-Remote-Work-Policy@hq.doe.gov. All other employees should direct their inquiry to their DE Tele/Remote Work Coordinator(s) listed on the [Tele/Remote Work Coordinators](#) page on HCnet.

REFERENCES

- 1) [5 U.S.C. Chapter 65](#) – Telework
- 2) [5 U.S.C. § 5921\(6\)](#) – Definition of Foreign Area
- 3) [5 CFR § 591.205](#) – Which Areas are Nonforeign Areas
- 4) [5 CFR § 531.605](#) – Determining an Employee's Official Worksite
- 5) [The National Security Decision Directive \(NSDD\) 38](#) – *Staffing at Diplomatic Missions and Their Overseas Constituent Posts*
- 6) [6 FAH-5 H-352.12](#) – *Domestic Employees Teleworking Overseas Department of State*
- 7) [DOE O 313.1](#) – *Management and Funding of the Department's Overseas Presence*
- 8) [DOE O 314.1B](#) – *DOE's Telework and Remote Work Program*

- 9) [DOE O 322.1C](#) – *Pay and Leave Administration and Hours of Duty*
- 10) [DOE O 331.1D](#) – *Employee Performance Management and Recognition Program*
- 11) [DOE O 333.1](#) – *Administering Work Force Discipline, Adverse and Performance-Based Actions*
- 12) [PM #106](#) – *Department of Energy's Telework/Remote Work Program*
- 13) [Office of Personnel Management](#) – Overseas Telework
- 14) [Overseas Assignments Program Desk Reference](#) – *Handbook on Overseas Assignments*
- 15) [Section 9717 of Public Law 117-263](#) – *Locality Pay for Federal Employees Working Overseas Under Domestic Employees Teleworking Overseas Agreements*

LIST OF ATTACHMENTS

- 1) [Key Terms and Definitions](#)
- 2) [Frequently Asked Questions for Domestic Employees Teleworking Overseas](#)
- 3) [Teleworking Overseas \(DETO\) Agreement](#)

ATTACHMENT 1: KEY DEFINITIONS

DOMESTIC EMPLOYEES TELEWORKING OVERSEAS (DETO)

A Federal DOE employee assigned to a position in the U.S. who is working remotely from an overseas location for a defined period. Although the domestic employee is not assigned or detailed to the overseas location, the employee's duty station will be temporarily changed to reflect the overseas alternate worksite for the duration of the DETO Agreement.

DETO AGREEMENT

An overseas remote work arrangement that allows domestic Federal employees to temporarily perform work duties from an approved overseas location.

INDEPENDENT DETO AGREEMENT

An arrangement that allows a Federal DOE employee to work remotely from an approved overseas location independently, without accompanying a sponsoring employee. This means the DOE employee is not included on orders of a U.S. Government sponsoring employee. DETO Agreements under this provision must comply with the requirements outlined in [6 FAH-5 H-352.12](#) and [2 FAH-2 H-113.1](#).

INTERNATIONAL COOPERATIVE ADMINISTRATIVE SUPPORT SERVICES (ICASS) COSTS

Costs that cannot be directly attributed to an agency and are distributed via ICASS as either post-obligated costs or non-post-obligated costs (refer to [6 FAH-5 H-352.12](#), Domestic Employees Teleworking Overseas). ICASS costs, if applicable, must be discussed in advance and incorporated into the DETO Agreement.

NATIONAL SECURITY DECISION DIRECTIVE-38 (NSDD-38)

The [National Security Decision Directive-38 \(NSDD-38\)](#) process is the mechanism by which a Chief of Mission exercises authority to determine the size, composition, and mandate of U.S. Government executive branch agencies at his or her mission. The NSDD-38 process specifically applies to direct-hire, full-time, permanent positions staffed by U.S. citizens and foreign nationals (see [2 FAH-2 H-113.1](#)).

REMOTE WORK

A work arrangement in which the employee continually works from an approved remote worksite (usually the employee's residence) and is not expected to report to a DOE Worksite on a regular and recurring basis. Remote work is distinct from telework and results in a change in duty station location to reflect the Official Remote Worksite.

SPONSORED DETO AGREEMENT

An arrangement that allows a Federal DOE employee who is married to, or the partner of a sponsoring employee assigned overseas based on United States Government (USG) orders to work from an approved overseas location. The Sponsored DETO Agreement is the most common arrangement.

ATTACHMENT 2: FREQUENTLY ASKED QUESTIONS FOR DETO AGREEMENTS

Please visit the [PM #108](#) HCnet page to view the FAQs for DETO Agreements.

ATTACHMENT 3: DETO AGREEMENT

Please visit the [PM #108](#) HCnet page to access the DOE and DOS DETO Agreement.



OVERVIEW OF REMOTE WORK AGREEMENTS

In accordance with [Policy Memorandum #106, Telework/Remote Work](#), remote work is a work arrangement in which the employee continually works from an approved Official Remote Worksite (usually the employee's residence) that is within or outside the local commuting area (LCA) of an Official DOE Worksite. The LCA is defined as a 50-mile radius surrounding an employee's Official Remote Worksite.

Remote work is distinct from telework. Unlike telework, employees under remote work arrangements are not required to report to the DOE Worksite two times per pay period. However, employees on remote work agreements may be required to report to the DOE Worksite with some regularity (e.g., a few times a quarter) for work that cannot be performed remotely.

TYPES OF REMOTE WORK AGREEMENTS

DOE offers two types of remote work agreements:

- **Remote (All US)** – Position can support full-time telework anywhere in the United States (i.e., inside or outside the LCA of a DOE Worksite).
- **Remote (Restricted)** – Position can support full-time remote work, but the employee's Official Remote Worksite must be located within the locality pay area of the DOE Worksite or must be a realistic commuting distance from the DOE Worksite for areas outside of a defined locality pay area (i.e., Rest of the United States locality pay area).

REQUIREMENTS OF REMOTE WORK AGREEMENTS

Below is a high-level summary of the requirements when entering a remote work agreement. This should be read in conjunction with PM #106 which provides additional detailed information.

- Upon acceptance of a Remote Work Agreement, the ability to work remotely becomes a condition of employment for the position. Failing to maintain any condition of employment, including the ability to work remotely, may result in administrative action, including removal from Federal service in accordance with appropriate due process procedures.
- A personnel action (i.e., SF-50) will be processed to officially change the Official Remote Worksite, including when the employee moves from their current residence.
- Employees must request and receive approval to move from their current residence or change their duty location, as it may affect pay, taxes, benefits, and entitlements. An employee's pay when on a remote work agreement will be based on where the employee lives as that becomes their new duty station, not the Official DOE Worksite. This change may result in loss of monetary benefit.
- If an employee requests to establish, modify, or terminate a remote work arrangement, including temporary remote work arrangements, any associated expenses (e.g., relocation expenses) will be the responsibility of the employee and will not be funded by DOE.
- Remote employees are not eligible for parking or transit subsidy benefits (i.e., SEET) because there are no commuting costs. Employees are responsible for cancelling their benefits if applicable.
- It is the employee's responsibility to ensure the safe transport of all assigned DOE property, including IT equipment, to the new Official Remote Worksite.

- DOE is not responsible for operating costs; home maintenance; insurance; utilities; internet access; or service, maintenance, damage, or replacement of privately owned equipment used for tele/remote work purposes, unless caused by DOE resources; or any other incidental costs not expressly authorized. Authorized costs must be approved in writing by the Supervisor prior to incurring them.
- The proximity of travel from an employee's Official Remote Worksite will determine whether travel expenses are reimbursed as a temporary duty travel (TDY) expense in accordance with the Federal Travel Regulation (FTR).
 - A remote employee who travels outside the LCA of their Official Remote Worksite (i.e., more than 50 miles) to report to a DOE Worksite or engage in other work-related activities (e.g., training) is eligible for TDY in accordance with the FTR. Travel authorizations are required for travel outside the LCA in accordance with DOE Manual (M) 552.1-1A, *U.S. Department of Energy Travel Manual*.
 - A remote employee who travels within the LCA of their Official Remote Worksite (i.e., 50 miles or less) to report to a DOE Worksite is not eligible for TDY or local travel reimbursement in accordance with DOE M 552.1A. Travel authorizations are not required for travel within the LCA.
 - A remote employee who travels within the LCA of their Official Remote Worksite to engage in other work-related activities (e.g., training) is not eligible for TDY but may be eligible for local travel reimbursement. Travel authorizations are not required for travel within the LCA in accordance with DOE M 552.1-1A
- Management has the right to terminate or modify remote work agreements in writing at any time due to business necessity (e.g., increased cost, changing organizational/business needs, workforce reshaping, position abolishment, transfer of function, other reasons unrelated to employee conduct or performance), with reasonable notice.
- All policies and practices that apply onsite apply to the employee when remote working. Additionally, an employee's current performance plan applies at the Official Remote Workplace.
- Employees in a remote work status are not eligible for Weather and Safety Leave, as they are able to work from their home unless an unanticipated condition prevents them from working.





CODING TELE/REMOTE WORK

Employees must ensure all hours are reported for pay purposes, including regular tours of duty, overtime, compensatory time, or credit hours earned, during which an employee teleworks. Further, every employee must have a designated Tele/Remote Work status in the CHRIS personnel system.

EMPLOYEE TELE/REMOTE WORK STATUS IN CHRIS

Telework Coordinators (TWCs) are responsible for maintaining and updating employee tele/remote work statuses in CHRIS. For TWCs who need access to CHRIS, complete the [CHRIS User ID Request](#) (top portion) and submit it to hc.policy@hq.doe.gov with *Telework/Remote Work CHRIS Access Request* in the subject line. Additional resources can be found on the [CHRIS Portal](#) including the most recent [CHRIS Tele/Remote Work User Guide](#) and a recording of the [CHRIS Tele/Remote Work Training Session](#).

- Employees who choose not to participate in tele/remote work or whose position is ineligible must be coded as “Non-teleworker” as employee tele/remote work status in CHRIS.
- For reporting requirements, the Department needs additional granularity for employees who telework. Working with CF, HC is in the process of updating the nomenclature in CHRIS to accurately reflect this (as denoted in the future column in the below table). In the interim, code employees as “Routine 50% or More (5 to 8 days)” in CHRIS only if they are authorized to telework 6 to 8 days a pay period. Otherwise, if they telework 5 days a pay period, code them as “Routine (3 to 4 days)”.
- Employees who have telework or remote work approved as a Reasonable Accommodation must be coded consistent with their approved accommodation (i.e., the employee completes a Remote agreement and is coded in CHRIS as Remote). These employees should not be coded as “medical telework” to ensure confidentiality.

CHRIS Employee Tele/Remote Work Status	Future CHRIS Employee Tele/Remote Work Status
Routine 50% More (5 to 8 days)	Routine Over 50% (6 to 8 days)
Routine (3 to 4 days)	Routine (3 to 5 days)
Periodic Routine (1 to 2 days)	Periodic Routine (1 to 2 days)
Medical	Medical
Situational Only	Situational Only
FT Remote (ALL US)	FT Remote (ALL US)
FT Remote (Restricted)	FT Remote (Restricted)
Temp FT Remote (Restricted)	Temp FT Remote (Restricted)
Temp FT Remote (ALL US)	Temp FT Remote (ALL US)
Non-Teleworker	Non-Teleworker

ATAAPS CODING

All employees must record hours of time worked as RG (unless on leave, etc.) regardless of whether they are teleworking or working remotely. For teleworking employees, the following telework reason codes must be used in the Environment/Hazard field in ATAAPS on the days telework occurs:

- Routine/Recurring Telework – TW
- Situational Telework – TS
- Medical Telework – TM

For remote employees, including those on temporary remote agreements, the following remote reason code must be used in the Environment/Hazard field in ATAAPS:

- Remote Work (Restricted) and (All-US) – TR

SITUATIONAL TELEWORKING EMPLOYEES AS IDENTIFIED IN CHRIS

- Use TS to code any ad hoc telework days approved by their supervisor (e.g., medical appointment, project).

PERIODIC ROUTINE AND ROUTINE TELEWORKING EMPLOYEES AS IDENTIFIED IN CHRIS

- Use TW to code regularly scheduled telework days.
 - Examples in a normal pay period (# of days vary depending on supervisor approval):
 - Periodic Routine teleworkers have 1 or 2 days coded as TW
 - Routine (3 – 5 days) teleworkers have 3, 4, or 5 days coded as TW
 - Routine (6 – 8 days) teleworkers have 6, 7, or 8 days coded as TW
- Do not use TW if required to report onsite during a regularly scheduled telework day; these are RG hours only.
 - If only required to report onsite for part of a regularly scheduled telework day, code hours onsite as RG and the remaining hours must be coded as TW (e.g., 3 hours TW and 5 hours RG).
- Use TS to code any additional telework days during the pay period approved by their supervisor due to extenuating circumstances (e.g., medical appointment, project).

REMOTE EMPLOYEES AS IDENTIFIED IN CHRIS

- Must have their [duty station updated in CHRIS](#) to reflect their home vs. the DOE office location.
- Use TR to code regularly scheduled days working remotely at home (unless on leave, etc.).
- Do not use TR when working onsite, on official travel, or attending an in-person training/conference; these are RG hours only.
- Do not use any telework codes (TS, TW, or TM) in ATAAPS.
- Only Remote employees in CHRIS should charge to “remote” job codes (if established).
 - If the employee is charging the correct remote job code but their CHRIS status is not Remote, they need to be on a Remote agreement and coded in CHRIS as “Remote.”

NON-TELEWORKING EMPLOYEES AS IDENTIFIED IN CHRIS

- Record all hours of time as RG (unless on leave, etc.).
- Do not use any of the tele/remote reason codes in the Environment/Hazard field.
- Employees who telework occasionally need to be on a situational telework agreement and have their Tele/Remote Work status in CHRIS coded as “Situational Teleworker.”

APRIL 2024 V2

QUESTIONS: CONTACT [TWC POCs](#)

VISIT US: [TELE/REMOTE WORK](#)



U.S. DEPARTMENT OF
ENERGY

A1278



Workforce Environment Plan BEST PRACTICES

It is our collective responsibility to continually improve our policies and procedures to help us all build, maintain, and strengthen relationships across our complex—not just for the near-term, but also for our long-term success. This includes maximizing all the benefits that come with increasing meaningful in-person presence, while also maintaining the flexibilities and efficiencies of a hybrid posture that have made us more agile and improved our work-life balance. This document consolidates best practices for leading in a hybrid work environment, as noted by Departmental Elements in their Work Environment Plans.

WORK SCHEDULES/ENVIRONMENT

- **Variable Work Week Schedule:** allow employees to vary the number of hours worked each day in a required 80-hour workweek. *[Implemented by IN]*
- **Employee Onboarding Guidance:** update onboarding guidance, with organizational checklists, to ensure all employees receive the same experience regardless of duty station by focusing on the in-processing of employees leading up to their first day on the job. *[Implemented by CF]*
- **Available Shared Office Space:** use the Office of Management's (MA) system (NowSpace/FM Systems) for an easy online process for employees to identify available workspace when needed to create a safe yet flexible employee experience. *[Implemented by multiple DOE Offices]*
- **Health and Safety Training:** provide Department-led training on health and safety concerns to raise awareness of potential workers' compensation issues and ensure awareness of how labor laws are applied in the new working paradigm. *[Implemented by multiple DOE Offices]*

ENGAGEMENT/COMMUNICATION

- **Virtual Luncheons, Virtual Coffee Sessions, or Virtual Community of Interest Sessions:** routinely dedicate informal scheduled blocks of time to encourage connections through shared professional passions. *[Implemented EIA and EERE]*
- **New Employee Orientation Flipbook:** develop an interactive orientation guide or experience for new employees that promotes the mission and strategic priorities of the Agency and the Departmental Element they are joining and shares welcome messages from key organizational leaders. *[Implemented by HC, EERE, and EM and in process for nine other DOE Offices]*
- **Feed-Back Sessions:** support new employees by performing feedback sessions with managers and new employees at the 30-, 60-, and 90-day marks. *[Implemented by IN]*
- **Culture Engagement Activities:** offer employee-led health and wellness challenges, honoring our veterans videos, mental health awareness events, Public Service Recognition week video and activities, interactive holiday related engagements and icebreaker bingo games that engage employees and share organizational information to build a cross-cutting culture to support one another. *[Implemented by EERE and HC]*
- **Getting to Know Your Senior Leadership Sessions:** hold informal meet and greets between new employees and the Head of Departmental Element; host live interactive and engaging fireside chats, game shows, and small group online events with senior leadership to foster a culture of open and reciprocal communication across the organization. *[Implemented by HC]*
- **Implement Communication Plans:** develop a communication plan for engaging the organization. Include extensive outreach to employees with a week-by-week schedule and messaging on specific topics, quarterly meetings, townhalls, fireside chats, newsletter articles, manager messages, office hours, lunch-and-learn sessions, and listening sessions. *[Implemented by BPA, EM, EERE, and NNSA]*

INFORMATION TECHNOLOGY

- **New Technologies:** provide electronic blackboards, whiteboards, and interactive slide decks to develop new ways to brainstorm and collaborate. *[Implemented by OCIO and EERE]*
- **Training:** provide training on how IT tools can be used, particularly in a remote environment, and EITS rules of behavior for IT use at home, onsite, and when commuting. *[Implemented by multiple DOE Offices]*
- **Live Interactive Feedback:** use the fun and interactive tools like Mentimeter to capture live feedback during training and meetings. *[Implemented by HC]*
- **Facilitated Feedback Tool:** use XLeap to provide a confidential environment for employees to share ideas/comments on FEVS, strategic plans, or other large initiatives. Platform can also be used to facilitate real-time feedback while collaborating in meetings. *[Implemented by HC]*

MEANINGFUL ONSITE ENGAGEMENT

- **Dedicated Collaboration Work Weeks:** dedicate two weeks each month during which technical staff are available for collaboration, presentations, and discussions with their peers. The remaining two weeks of the month are reserved for programmatic site visits, conferences, and any other offsite activities. *[Implemented by ARPA-E]*
- **Participation in Regular Senior Staff Meetings:** invite staff members responsible for major initiatives to Senior Staff Meetings to participate in an in-depth discussion on implementation. This will broaden the knowledge and understanding staff members and provide “face time” with senior leadership for employees in the organization. *[Implemented by EERE, MA, and NE]*
- **Strategic Planning Onsites:** schedule in-person strategic planning sessions that bring teams (Leadership, Office, Division) together to identify and discussion organizational priorities. Onsite planning sessions help to reconnect employees with mission, supports inclusion and fosters better teamwork and outcomes. *[Implemented by multiple DOE Offices]*
- **Space Alterations:** Create collaboration areas and leverage IT solutions (e.g., “power tables”) for small group meetings and informal engagement among and across teams. *[Implemented by EERE and EM]*
- **Employee Recognition and Award Ceremonies:** host formal employee recognition and award ceremonies to spotlight achievements throughout the year and celebrate the teams and individuals helping to advance organizational priorities. *[Implemented by multiple DOE Offices]*

RESOURCES

- [Hybrid Workplace Resources](#): resources on working, collaborating, and leading in a hybrid environment and managing teleworking effectively.
- [OPM Telework and Hybrid Solutions](#): resources on working and managing in a hybrid environment.
- OPM Performance Management Hybrid Workplace Tips:
 - [Tips for Employees](#)
 - [Tips for Supervisors](#)
 - [Tips for Leadership](#)
 - [Tips for Technology](#)
- [Employee Assistance and Work-Life Program](#): resources to help employees balance wellness and health.
- [Harvard Business Review](#): article on keeping hybrid employees engaged.

FEBRUARY 2024 V1

QUESTIONS: Contact [DOE Chief Learning Officer](#)

VISIT US: [HCnet.doe.gov](https://hcnet.doe.gov)



U.S. DEPARTMENT OF
ENERGY

A1280

Department of Energy
Collective Bargaining Agreement(s) –
Telework Provisions

DOE Unions: Overview

Organization	Union	Location
Bonneville Power Administration	AFGE Local 928	Portland, OR
	LIUNA Local 335	Portland, OR
	CPTC	Portland, OR Vancouver, WA
National Energy Technology Laboratory	AFGE Local 1104	Albany, OR
	AFGE Local 1916	Pittsburgh, PA
	AFGE Local 1995	Morgantown, WV
Richland Operations Office	AFGE Local 788 Professional/Non-Prof	Richland, WA
Western Area Power Administration	AFGE Local 3807	Upper Great Plains Region
	AFGE Local 3824	HQ Lakewood CO, Regional Offices: Phoenix, AZ; Folsom, CA; Loveland, CO; Salt Lake City, UT
	IBEW GCC-1, Locals 2159, 1759, 640, 1245, 1959	Regional Offices: Phoenix, AZ; Folsom, CA; Loveland, CO; Billings, MT; Montrose, CO
Southwestern Power Administration	IBEW Local 1002	HQ, Tulsa, OK
Idaho Operations Office	IFPTE Local 94	Idaho Falls, ID
Oak Ridge Office	OPEIU Local 2001	Oak Ridge, TN
DOE HQ	NTEU Local 228	Germantown, MD
	NTEU Local 213	Washington, DC
Golden Field Office	AFGE Local 1194	Golden, CO

DOE Golden Field Office and the American Federation of Government Employees (AFGE)

- CBA excerpts attached.
- There is no MOU related to telework or remote work.

DOE Richland Operations Office (Hanford) and the American Federation of Government Employees (AFGE)

- CBA excerpts attached.
- Unsigned MOU is attached; terms were tentatively agreed to during I&I and management is honoring the terms in good faith.
- MOU on telework and remote Work attached.

DOE Headquarters and the National Treasury Employee Union (NTEU)

- CBA excerpts attached.
- MOU on Remote Work attached; currently in negotiations with NTEU to update the MOU.

DOE National Energy Technology Laboratory (NETL) and the American Federation of Government Employees (AFGE)

- CBA excerpts attached.
- There is no MOU related to telework or remote work.

DOE Oak Ridge Office and the Office of Professional Employees International Union (OPEIU)

- CBA excerpts attached.
- There is no MOU related to telework or remote work.

DOE Western Area Power Administration (WAPA) and the American Federation of Government Employees (AFGE)

- CBA excerpts attached.
- MOUs on telework and remote work attached.

The following CBAs are silent on telework and remote work and there are no MOUs in place related to telework or remote work.

- DOE Southwestern Power Administration and the International Brotherhood of Electrical Workers (IBEW)
- DOE Idaho Operations Office and the International Federation of Professional and Technical Engineers (IFPTE)
- DOE Bonneville Power Administration and the American Federation of Government Employees (AFGE)
- DOE Bonneville Power Administration and the Columbia Power Trades Council (CPTC)
- DOE Bonneville Power Administration and the Professional Division of the Laborers' International Union

**DOE GOLDEN FIELD OFFICE AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
(AFGE)**

Office of Energy Efficiency and Renewable Energy/Golden Field Office - American Federation of Government Employees
Collective Bargaining Agreement

union representative.

b. Only those employees identified on the list provided by the Union will be authorized to use official time. The Union President or designee shall be the primary Union point of contact for the Employer.

c. A union official, not acting in an official union capacity, who is designated as an employee's personal representative will be on duty time when preparing or presenting appeals to the MSPB and handling discrimination claims under EEOC procedures.

Section 3 – Exclusions

a. With advance approval from management, Union representatives may telework while on official time.

b. Union representatives are not authorized to earn premium or differential pay, overtime or compensatory time for their performance of Union representational duties.

c. In accordance with 5 U.S.C. §7131(b), the use of official time is prohibited for internal Union business.

d. Official time is not permissible for EEO complaint cases.

e. Official time may not be used to engage in grassroots lobbying or political activities, i.e., for the purpose of influencing Congress on pending

1. Term Negotiations – to prepare for and negotiate a collective bargaining agreement, in accordance with 5 U.S.C. §7131(a). Official time for these activities will not draw from the Union Bank.

2. Mid-Term Negotiations – To prepare for and bargain over issues raised during the life of a term agreement, in accordance with 5 U.S.C. §7131(a). Official time for these activities will not draw from the Union Bank.

3. Dispute Resolution – to appear in proceedings before the Federal Labor Relations Authority during such time as an employee would otherwise be in a duty status, in accordance with 5 U.S.C. §7131(c). Official time for these activities will not draw from the Union Bank.

4. General Labor-Management Relations – to perform miscellaneous representational activities authorized under 5 U.S.C. §7131(d), subject to availability of hours in the Union Bank, as described below.

5. For activities covered by 5 U.S.C. §7131(d), the Union is authorized up to 1,000 hours of official time per leave year. In addition, the Union is authorized to use up to 300 hours for training purposes. Notwithstanding these

legislation.

Section 4 – Provisions for Official Time

a. Consistent with 5 U.S.C. 71 and this Agreement, Union representatives will be granted official time for representational activities, including:

limitations, the Parties agree that in exigent circumstances, the Union may request an additional allocation of reasonable official time to meet its statutory representational

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b. **Unscheduled Leave Due to Weather –** Unscheduled leave (annual, credit hours, or compensatory time) taken without prior supervisory approval in order to avoid unsafe travel conditions, such as ice and snow. This “liberal leave” policy applies only in situations where adverse weather conditions exist and the liberal leave policy is invoked by Management.

When taking unscheduled leave due to weather, employees must discuss with their supervisors no later than fifteen (15) minutes prior to taking leave. Employees on official leave restriction must follow the procedures outlined in their official leave restriction memorandum. Employees should refer to the Golden Message Center to learn of any additional information regarding office status.

c. **Delayed Start Due to Weather –** When the office is delayed in opening, and commuting employees qualify for Weather and Safety leave. Those teleworking have no delayed start.

d. **Early Release Due to Weather –** If the office closes early due to hazardous weather conditions, those employees who are commuting home qualify for Weather and Safety Leave for commuting time added to their regular commute home. Employees

holiday release.

f. **Office Closure –** If the office is physically closed or inaccessible, employees do not have a “paid day off.” The office is open virtually. All employees must have a telework agreement in place. For Headquarters-reporting employees who are duty-stationed at Golden, the closing of the office at Headquarters has no impact on work status in Golden. If Headquarters is closed, Golden duty-stationed employees should report in accordance with Golden’s operating status.

g. **Advanced Sick Leave –** When an employee has no remaining sick or annual leave balance, they may be eligible for advanced sick leave or for the transfer of annual leave from another Federal employee under the Voluntary Leave Transfer Program (VLTP), and should speak to their supervisor about these programs.

h. **Annual Leave –** Leave that is earned bi weekly, and may be requested for any purpose. Leave accounts are charged in

i. **Award Leave –** leave awarded to an employee for special circumstances outside of the normal leave accrual system. Time-off awards for employees are limited to eighty (80) hours over a 12-month period. Time-off awards must

teleworking that day do not qualify for Weather and Safety leave.

e. Official Early Release for Holiday – An early release in anticipation of a Holiday. Only employees who are at their duty station or teleworking are able to use administrative leave. No other types of leave can be combined with administrative leave to extend

be used within twelve (12) months of issuance or the award is forfeited. If an employee leaves DOE or is terminated, the award leave is forfeited.

j. Employee Assistance Program – Employees wishing to engage the Employee Assistance Program (EAP) during duty hours, may received some free sessions while on duty time and

DOE RICHLAND OPERATIONS OFFICE (HANFORD) AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE)

Article 19 Hours of Work and Schedules

Section 19.01 Policy

A. The Employer will administer hours of work in accordance with applicable laws (e.g. [5 U.S.C. Chapter 61](#)), regulations (e.g., [5 C.F.R. Part 610](#)), rules (e.g., [OPM Fact Sheets](#) and [OPM Handbook on Alternate Work Schedules](#)), policies (e.g., [DOE O 322.1C Chg 1](#), or successor policy, and this article.

B. All employees will be on the basic fixed work schedule unless approved to be on an Alternate Work Schedule (AWS). There are two categories of AWS available to employees: Compressed Work Schedules (CWS) and Flexible Work Schedules (FWS). The availability of AWS will be consistent with the work requirements of the Employer.

C. Employees working AWS may also be approved by their supervisor to telework.

D. An employee will request and establish his or her tour of duty by completing a DOE tour of duty form, or successor form or process, and submit it into his or her supervisor. If denied, upon request, the employee will be provided the reason for the denial in writing.

E. All employees must be in a work, unpaid lunch, or approved absence status during their entire established work schedule (tour of duty).

F. The Employer will ensure that employees are compensated for all hours worked in accordance with applicable law, regulation, rule, policies, and this agreement. Employees will not be expected to work beyond their approved schedule unless overtime or compensatory time is approved in accordance with [Article 26 Overtime, Compensatory Time Off, and Premium Pay](#).

Section 19.02 Basic Work Requirement

A. The basic work requirement of an employee working the basic fixed work schedule is eight (8) hours per day or forty (40) hours per week.

B. The basic work requirement of a part-time employee is between thirty two (32) and sixty four (64) hours in a biweekly pay period, depending on his or her approved part-time schedule.

C. The basic work requirement of a FWS is the number of hours, excluding overtime hours, an employee must work or otherwise account for by paid or unpaid leave or excused time off. A full-time employee on a FWS must work or otherwise account for eighty (80) hours in a biweekly pay period.

D. The basic work requirement of a CWS is the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave or otherwise. A full-time employee is required to work eighty (80) hours in a biweekly pay period. This work must be scheduled for fewer than ten (10) days in a biweekly pay period.

Article 41 Telework

Section 41.01 Agency Policy

A. The Parties agree that employees may telework full days, or portions of days, consistent with the Agency's telework policy (e.g., [DOE O 314.1](#) and successor policies), subject to mission requirements and applicable laws, regulations, rules, policies, this agreement, and supervisory approval.

B. Employee participation in telework is voluntary, subject to supervisory approval. However, during any period that the Employer is operating under a continuity of operations plan (COOP), the COOP shall supersede this article in accordance with [5 U.S.C. § 6504\(d\)](#).

C. An employee will request telework using the Employer's telework agreement. Supervisors will issue a decision on this request within seven (7) days.

D. All employees requesting telework, and supervisors of these employees, are required to complete mandatory telework training.

E. The employer will not provide computer equipment or services (e.g., internet connectivity) for telework. At the supervisor's request, case-by-case exceptions will be considered for employees that have a necessary mission function (as determined by the supervisor and/or AM) and no access to other computing solutions, or other extenuating circumstances. All employees who have been assigned a portable computer and have an approved government property pass may use such computer while teleworking. In the event the COOP has been activated and employees have been mandated to telework, where an employee does not have the necessary computer equipment or services necessary for performing telework, the Employer will provide the necessary resources, as determined by the Employer.

F. Employees will protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, or other unauthorized use.

G. Approval of an employee's request for telework by the Employer shall not become a past practice.

H. When a supervisor, management official, and/or authorized investigator needs to meet with an employee and the employee is entitled to union representation (Weingarten), or AFGE has a right to be present (Formal Discussion), AFGE agrees that it will represent the employee virtually through a videoconference and/or teleconference if an AFGE representative is not available at the worksite (e.g., teleworking, etc.)

I. An employee is not eligible for telework if the employee's performance falls below fully successful. An employee's performance falls below fully successful for the purposes of this article when:

1. The employee is given a Notice of Opportunity to Demonstrate Acceptable Performance as defined in [Article 29, Section 29.05](#) of this agreement;
2. the employee is notified in writing that his/her performance is unsatisfactory, and failure to improve such performance could result in administrative action such as reassignment or other actions up to and including removal from the federal service; or
3. the employee is denied or delayed from receiving a within-grade increase or career ladder promotion.

J. Employees will not be eligible for telework if at any time any of the following criteria apply:

1. The employee has received formal or informal disciplinary action, including counseling, within the last 24 months. If the employee receives formal or informal disciplinary action while on telework, the Agency may revoke the employee's telework agreement at its sole and exclusive discretion and without review by an arbitrator or other third party.

2. The employee is currently under leave restriction procedures.

K. Under no circumstances shall an employee telework at a location outside the normal commuting distance of the employee's official worksite without the express authorization of the Employer.

L. Partial day telework on a regular and reoccurring basis will only be authorized in situations where an employee does not commute to or from the alternative worksite on duty time or Union time. This provision excludes situations where a facility is closed and there is a late start or early release due to unforeseen events (e.g., inclement weather, power failure, gas leak, etc.)

Section 41.02 Definition

The term "telework" or "teleworking" refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

Section 41.03 Benefits of Telework

The Parties recognize that the benefits of telework include:

- helps employees have greater flexibility in accomplishing their work while also meeting personal and community responsibilities
- can help reduce stress by decreasing commuting time, freeing that time up to accomplish family and personal matters
- can help free employees from office distractions, which may be particularly important when working on a complex project
- encourages engagement in your agency - when employees feel they have greater control over their work environment, they tend to feel more committed to their organizations
- helps with recruiting and retaining the best possible workforce
- ensures Continuity of Operations and maintains operations during emergency events - telework is a key component in ensuring the performance of essential Government functions during National or local emergencies such as natural disasters or National security incidents; or other situations that may disrupt normal operations
- promotes management effectiveness by targeting reductions in management costs related to employee turnover and absenteeism, and reduces real estate costs, transit costs, and environmental impact
- enhances work/life effectiveness and balance - telework allows employees to better manage their work and family obligations, thereby retaining a more resilient, results-oriented Federal workforce better able to meet agency mission and goals

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. DEPARTMENT OF ENERGY – RICHLAND OPERATIONS OFFICE AND
OFFICE OF RIVER PROTECTION
AND
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 788
CONCERNING
IMPLEMENTATION OF THE HANFORD SITE TELEWORK/REMOTE WORK
PROGRAM PROCEDURE, DOE-PRO-HR-50572**

This Memorandum of Understanding (“MOU”) constitutes an agreement between the U.S. Department of Energy, Richland Operations Office and Office of River Protection (“DOE,” “Hanford,” or “Agency”) and the American Federation of Government Employees, Local 788 (“AFGE” or “Union”), collectively referred to as the “Parties,” concerning implementation of the Hanford Site Telework/Remote Work Program Procedure, DOE-PRO-HR-50572.

The Agency notified AFGE of the Hanford Site Telework/Remote Work Program Procedure, DOE-PRO-HR-50572, on January 5, 2022. On January 10, 2022, AFGE requested to engage in impact and implementation bargaining. The Agency provided AFGE an update to the subject Procedure on January 14, 2022. On January 15, 2022, AFGE provide initial proposals. The Parties exchanged counter proposals and met to bargain on February 8, 10, and 16, 2022. The parties exchanged further counter proposals and agreed to the following terms:

1. Communications:
 - a. Annually, the Agency shall provide the actual participation rate of bargaining unit employees for telework and remote work.
 - b. If a telework or remote work agreement request is denied by the Agency, the Agency shall provide the reason(s) for denial in writing to the requesting employee, along with the AFGE email address.
2. Workplace Operations:
 - a. Supervisors should initiate discussions addressing telework or remote work options and/or expectations with employees within seven (7) days of concluding this bargaining.
 - b. When an employee declines telework, the employee shall not be required to sign a telework agreement. During an event implementing the continuity of operations plan (COOP), it is recognized by the Parties that telework is not voluntary.
 - c. The Agency shall identify the telework program coordinator on the Hanford Workforce Management website.
 - d. If the telework agreement is revoked, the Agency shall give 45 days’ notice to the employee, except instances where the revocation is due to disciplinary action, in which revocation could happen immediately. The new work schedule shall begin at the beginning of the next pay period.
 - e. Teleworking/remote employees and onsite employees must be treated equally for the purposes of work requirements, performance standards and expectations, periodic appraisals of job performance, training, awards, reassignment, promotion, reduction in grade, retention, and other personnel actions requiring management discretion.

- f. Performance reviews may be conducted via teleconference or in person. Ratings shall not reflect telework or remote status.
 - g. The Parties agree that employees on a Routine Telework agreement may also telework situationally or on an ad-hoc basis with supervisor approval.
 - h. Supervisors shall work with employees and verify correct time coding of telework or remote work codes.
 - i. The CBA takes priority over PM #106 in the case of a conflict. DOE-PRO-HR-50572 implements PM #106 at DOE Hanford. DOE-PRO-HR-50572 shall be used to fill out the forms listed in Section 5.0.
 - j. The Agency shall provide 48 hours' notice to employees for telework inspections. The notice shall include the basis for the inspection. Inspections shall occur during the employees' normal tour of duty hours.
 - k. Initial telework training is available for employees through Learning Nucleus. Employees may take this training annually.
3. DOE-PRO-HR-50572 forms listed in section 5.0 are local copies of forms provided by PM #106.
 4. When either Party becomes aware of a significant unanticipated problem that arises from implementation of the Hanford Site Telework/Remote Work Program Procedure, DOE-PRO-HR-50572, the Parties agree to meet to discuss and attempt to resolve the issue(s) within 3 calendar days of notification by either Party.
 5. This MOU will take effect upon the last signature listed below.

For AFGE:

For DOE:

Kristi Ragsdale Digitally signed by Kristi Ragsdale
Date: 2022.03.24 14:23:07 -05'00'

 Tamara L. Dixon Date
 President, AFGE, Local 788

 Kristi Ragsdale Date
 Labor Relations Specialist

DOE HEADQUARTERS AND THE NATIONAL TREASURY EMPLOYEE UNION (NTEU)

Department of Energy Headquarters / National Treasury Employees Union

Collective Bargaining Agreement

Article 47 - Telework

b. the south side of the Germantown "C" wing entrance.

5. DOE HQ will maintain smoking shelters in the designated Germantown and Forrestal Smoking Areas.

C. Smoking Cessation Programs.

1. Where an Employee's Federal Employees Health Benefits (FEHB) Program does not provide access to smoking cessation programs DOE will make smoking cessation programs available to Employees who wish to stop smoking at no cost to the Employee and no additional cost to Employer.

2. DOE's EAP office shall maintain a list of approved smoking cessation programs and will provide the contact information regarding those programs to Bargaining Unit Employees.

3. Appropriate leave will be granted for Employee participation in such programs in accordance with Article 27.

4. Smoking Cessation Programs are covered under the Federal Employees Health Benefits (FEHB) Program.

D. If complaints are registered concerning smoking locations, the parties will meet to attempt to resolve the complaints.

E. Working conditions and conditions of employment for Employees who choose to smoke will remain the same as those for Employees who choose not to smoke.

Section 47.01. General

A. Telework is a work arrangement that permits an Employee to work at home or at another approved work site away from his or her traditional work site. The Parties are committed to allowing telework as long as it does not adversely affect DOE's mission.

B. Participants may be permitted to telework full days or a portion of a day.

C. Unless specifically changed by the terms of this Article, all other terms and conditions of employment as outlined elsewhere will remain the same for Employees participating in the DOE's telework program.

Section 47.02. Eligibility

A. Employee participation is voluntary and subject to management approval, unless otherwise mandated by law, rule, or regulation (e.g., activation of COOP). An Employee's request for telework will be reasonably considered and consistent with mission requirements.

B. To be considered for a telework arrangement, an Employee must meet the following criteria:

C. The supervisor has had time to assess initial performance;

D. Performance has not dropped below Meets Expectations or equivalent; and

E. Has suitable work to do on telework (work suitable for telework depends on job content rather than job title, type of appointment, or work schedule).

F. At the supervisor's discretion, Employees may not be eligible for telework if subject to any of the following criteria:

Collective Bargaining Agreement

G. Performance falls below Meets Expectations. An Employee's performance falls below Meets Expectations for the purposes of this Article when:

1. Given a performance demonstration period or opportunity to improve his/her performance as defined in government-wide regulations; or
2. Notified in writing that his/her performance is unsatisfactory, and failure to improve such performance could result in administrative action such as reassignment or other actions up to and including removal from the federal service.

H. Received or receives a formal disciplinary/adverse action within the last six (6) months that would impact the integrity of the telework program.

I. The Employee is currently under leave restriction procedures.

J. The Employee fails to complete all telework training as required by law, rule, or regulation.

K. The Employee violates his/her telework agreement within the last six (6) months.

L. Employees may participate in telework for medical reasons, or to care for a family member with a serious health condition, as that term is defined in the Family and Medical Leave Act. In addition to meeting the above conditions, DOE may require that medical documentation be provided in accordance with the procedures specified in Article 27, Section 27.03. Telework granted as a reasonable accommodation is governed by reasonable accommodation procedures and not this Article.

Section 47.03. Employee Telework Plan

A. An Employee requesting a telework arrangement will develop a plan to submit to his or her supervisor that includes such information as the type of work to be done at the telework site, the days to be worked at the telework site, etc. If the supervisor identifies any issues with the plan that would cause the telework request to be denied, the Employee and the supervisor will meet within ten (10) calendar days to work together and develop adjustments to the plan that will mitigate the identified issues. The Employee's plan will be approved if he/she has sufficient work to do at the alternate site, and it does not conflict with a mission necessity or training (e.g., scheduling or skillset needed on site).

B. DOE will approve or deny the Employee's request within fourteen (14) calendar days of a completed submission. Once approved, the Employee and the supervisor will enter into a telework agreement that incorporates the Employee's work plan, organizational and/or team responsibilities and use of designated communication tools. If denied, the supervisor will enter the justification on the Employees telework agreement form. The timeline for filing a grievance under Article 11 will begin to run from receipt of the denial.

C. Any time an Employee believes he or she needs to permanently or temporarily return to work in the office, the Employee will normally provide management with 30 calendar days' notice of the needed change, except in emergency situations.

D. A permanent significant change in the terms of the telework agreement requires a new telework agreement setting forth such changes or termination of the existing telework agreement. Permanent changes include Employee requested changes to the approved telework agreement and/or a

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significant change in duties being performed that impact position eligibility. Absent exigent circumstances, such as an unforeseen change in eligibility due to a position, an Employee's existing telework agreement will not be impacted pending the approval of the new telework agreement. If approved, the Employee will be exempt from taking the required telework training again.

- E. Requests by the participating Employee to change a scheduled telework day(s) in a particular week or biweekly pay period must be submitted in advance, prior to the effective date of the change, in writing, and approved by the supervisor.
- F. For business related reasons, management may amend, alter, adjust, change, remove, or suspend an individual Employee's or group of Employees' participation in the telework program. When such actions are necessary for the efficiency of operations, management will provide as much notice as possible of the action and the projected duration. When normal operations resume, Employees will be able to resume their previously approved telework agreement.
- G. DOE decisions regarding telework may be grieved in accordance with Article 11.

Section 47.04. Telework Responsibilities

- A. Telework home work sites require workspace (a room or a portion of a room which is adequate for the performance of official duties) with adequate light, basic telephone service, power, adequate environmental conditions, internet, smoke alarms, and adequate security. DOE will not pay for any of these requirements.
- B. The Employee will be available at the assigned alternate site unless on pre-approved leave or lunch, or if he/she has given the manager prior notice and has

received permission to modify the workday. The supervisor and the Employee will work out appropriate protocols to ensure Employee availability in accordance with the telework agreement.

- C. DOE is not responsible for paying any extra costs the Employee may incur for working at home (e.g., adding an additional telephone line).
- D. If available for teleworking, DOE may provide the equipment for the Employee to telework. However, if equipment is not available, the Employee will be expected to provide necessary equipment through his/her own means if they choose to telework. If DOE issues equipment and more than one Employee requests for equipment, DOE will consider the Employees need for the equipment to determine which Employee will be issued equipment. If DOE issues required equipment to telework, DOE retains ownership and control of any and all hardware, software, telecommunications equipment and data placed in the alternative work site by the government. This equipment shall be used for official business only.
- E. Employees on approved regular and/or situational telework agreements who are issued laptops may be expected to take them to their telework site under the terms of their individual telework agreements.
- F. Employees will comply with all required security measures and disclosure provisions so that at no time are security or Privacy Act requirements compromised.
- G. Employees will comply with applicable government regulations governing information management and electronic security procedures for safeguarding data and data bases.

Collective Bargaining Agreement

H. To ensure that Information Systems and sensitive information procedures are in place at the alternate work sites, DOE may inspect the Employee's work site with 24-hour notice to the Employee. The notice will include the date and approximate time of arrival, the number of management officials coming to the site, the estimated duration of the inspection, the right to have an NTEU Representative present during the inspection, and other appropriate information. If an Employee requests that an NTEU Representative be present, the NTEU Representative and DOE will work together to schedule the inspection. The NTEU Representative has the discretion to attend the inspection physically or virtually/telephonically.

Section 47.05. Agency Directed Return to Work

- A. Participating Employee(s) must be available to work at the traditional worksite, normally with a one-workday advance notice, when management makes a determination that the Employee's presence is required. The Employee may request to telework on an alternate workday during the same workweek, in cases where he/she is required to report to the traditional worksite on a regularly scheduled telework day.
- B. When a participating Employee is required to return to the traditional worksite on a temporary basis with less than one workday advanced notice, the Employee must report within a reasonable amount of time. Time required to report to the official worksite, including traveling distance and mode of transportation factors, will be taken into consideration in evaluating what is reasonable.
- C. In the event an Employee is removed from telework for cause, the Employee will be expected to return to the traditional worksite on a permanent basis within a reasonable

period of time.

Section 47.06. Conflicts

- A. Conflicts in days worked at the telework site will also be resolved through seniority. However, seniority does not allow a new telework agreement to negate an existing agreement (e.g., a senior Employee may not bump a junior Employee who is on an existing agreement).
- B. For the purpose of this Article, Seniority will be determined by:
 - 1. The total time an Employee has served in his or her office/work unit;
 - 2. In the event it is necessary to resolve ties after (1), the total time an Employee has served in DOE, regardless of position, will be used.
 - 3. In the event it is necessary to resolve ties after (2), the total time in Federal government service (i.e., SCD) will be used.
 - 4. In the event it is necessary to resolve ties after (3), they will be resolved by coin flip.
- C. Total time for less than full-time employment will be credited for seniority purposes based on the Employee's part time hours.

Section 47.07 Teleworking During Weather and Safety-Related Conditions

- A. A "weather or other safety-related condition" is one which is general rather than personal in scope and impact. It may be caused by developments such as terror alerts, heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, air pollution, massive power failure, major fires or serious interruptions to public transportation caused

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by incidents such as strikes of local transit Employees or mass demonstrations that create safety-related conditions consistent with 5 CFR Part 630, Subpart P.

- B. For the purpose of this Section, Telework-ready Employees are Employees with an approved telework agreement (regular or situational) who have the necessary equipment (e.g., laptop, PIV card reader, RSA token) and necessary work files (paper or electronic) at their telework site (or transportable to the telework site) to perform required duties at the telework site at the time of an office closure or at other times as discussed below.
- C. Whenever it becomes necessary to close an office because of a weather or other safety-related condition, reasonable efforts will be made to inform all Employees. Such notice will be made as soon as practicable. All weather-related operation statuses for the National Capital Region are initiated, announced, and maintained by the Office of Personnel Management.
- D. When a closure of a facility is announced, managers may authorize Employees who are not in their facilities to travel on administrative time (duty time) to their facilities to obtain necessary work equipment or files to be able to telework. If the Employee is unable to perform work at a telework site because of failure to make necessary preparations for reasonably anticipated conditions, the Employee is not eligible for weather and safety leave, and the Employee must request other appropriate paid leave, paid time off, or leave without pay.
- E. When an Employee is Telework-ready and a weather or other safety-related condition forces the closure of his/her facility, the Employee is expected to perform work at his/her approved telework site for his/her entire workday. If the Employee is not Telework-ready for all or part of the tour of duty when a weather or safety-related condition forces the closure of his/her facility, the Employee may be granted an equivalent amount of weather and safety leave.
- F. When a teleworking Employee experiences a weather or other safety-related condition that prevents him/her from safely working at his/her telework site, the Employee must contact his/her supervisor as soon as practicable. The Employee will be granted weather and safety leave and may be required to provide reasonably available documentation to support his/her claim for weather and safety leave.
- G. In the event an office has an early departure, Employees who have a telework agreement and who are working in the office are required to take their equipment and work files to their telework site to finish their workday. Employees required to travel to their approved telework site during regular duty hours will be granted weather and safety leave for the time required to travel to the telework site, excluding the time that an Employee would normally be scheduled for his/her unpaid lunch break, if applicable and if normally scheduled during the time of the travel.
- H. Employees who are required to work unscheduled telework due to closure or dismissal under this Section will not have their previous scheduled telework days changed or cancelled.
- I. Employees on a telework Agreement may cancel preapproved leave or paid time off and be granted the same amount of weather and safety leave as other Employees if: (1) the intended purpose of the leave or paid time off is disrupted by the same weather or other safety-related condition forcing the

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office closure (e.g., flight cancelled, doctor's office closed); and (2) the Employees are not Telework-ready. Telework-ready Employees may cancel preapproved leave or paid time off and be expected to telework.

- J. When a young child or other person requiring the presence of a caregiver is present in the home, any time spent providing care to that person would not be considered hours of work. The Employee would be expected to account for work and non-work hours during his/her tour of duty and take the appropriate leave (paid or unpaid) or other paid time off to account for the time spent away from normal work-related duties. DOE should not grant the Employee weather and safety leave for the non-work time. Upon supervisory approval, the Employee may account for hours of work missed by working additional hours outside of his/her normal tour of duty in accordance with Article 25.

Section 47.08. Reporting

Upon request, NTEU will receive information on telework that may include the following information:

- A. Employee name
- B. Employee's telework Site
- C. Date request was submitted
- D. Date of approval/disapproval
- E. Decision: Approved or Denied
- F. Number of telework days requested
- G. Number of telework days approved
- H. Date telework commenced

Section 47.09 Office/Workspace Sharing ("Hoteling")

- A. For the purpose of this section, a singular

working element means a group of Employees consisting of a first-line supervisor and the supervisor's permanently assigned bargaining unit Employees.

- B. Employees whose work schedules (e.g., AWS, FWS) and/or telework agreement results in being out of the office for fifty percent (50%) or more may be subject to office/workspace sharing ("Hoteling"). With the exception of singular working elements provided in Section 47.09.C below, absent a government-wide rule or regulation, DOE order or Headquarters wide policy which do not conflict with the contract and over which all bargaining responsibilities have been fulfilled, prior to any organization implementing a Hoteling arrangement that impacts bargaining unit Employees, the organization's department head, or designee, will provide the appropriate Chapter President with notice and the opportunity to bargain a Hoteling Agreement applicable to the respective organization. Such bargaining will be pursuant to Article 13 of this Agreement. The Hoteling Agreement may change the fifty percent (50%) threshold indicated above but may not supersede any other provision of this Agreement. Unless otherwise expressly agreed to by the parties negotiating the Hoteling Agreement, the term of the Hoteling Agreement will run concurrently with this Agreement.

- C. Absent DOE policy and/or an agreement pursuant to Section 47.09.B above, Employees within a singular working element level, may voluntarily agree to a hoteling arrangement in their respective telework agreements. If any Employee subject to the hoteling arrangement (including Employees detailed outside of singular working element) disagrees with the hoteling arrangement, the hoteling arrangement will be subject to the bargaining requirement in Section 47.09.B.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY, HEADQUARTERS
AND
THE NATIONAL TREASURY EMPLOYEES UNION
CONCERNING
IMPLEMENTATION OF THE TELEWORK/REMOTE WORK PROGRAM**

This Memorandum of Understanding (“MOU”) is between the U.S. Department of Energy, Headquarters (“DOE” or “Agency”) and the National Treasury Employees Union (“NTEU” or “Union” collectively referred to as “Parties”) concerning the implementation of the DOE Telework/Remote Work Program.

On December 14, 2021, the Parties executed, and submitted for Agency Head Review, their 2021 Collective Bargaining Agreement (“CBA”). In the relevant part, the CBA includes Article 47, the agreements between the Parties relating to Telework. On the same day, DOE issued Policy Memorandum # 106, Department of Energy’s Telework/Remote Work Program (“Telework/Remote Work Program”) providing new guidance regarding remote work not considered when negotiating Article 47 of the CBA. Accordingly, this MOU intends to address the implementation of remote work and conform to the CBA accordingly.

In the implementation of the Telework/Remote Work Program, the Parties agree as follows:

1. Application of CBA.

- A. The term “Telework” as used in the CBA includes, where applicable, “Remote Work” (both (“All US”) and (“Restricted”)), “Temporary Remote Work”, “Routine Telework”, “Medical Telework”, “Situational Telework”, and “Telework” as used in the Telework/Remote Work Program.
- B. The Parties recognize DOE categorizes positions into five designations for Telework and Remote work eligibility. Such designations are based on mission necessity and the duties and responsibilities of the position in accordance with Sections B.6 and D.9 of the Telework/Remote Work Program:
 - (1) Position Not Eligible for Telework
 - (2) Telework-Situational to Less than 50% (up to 4 days PP)
 - (3) Telework-50%-99% (5 days to 8 days PP)
 - (4) Full-Time Remote (Restricted)
 - (5) Full-Time Remote (All US)
- C. Except as provided for in this MOU, the processes and procedures for Telework apply for any remote work type under the Telework/Remote Work Program. If the Parties discover any processes and procedures that cannot be reasonably applied,

the Parties will meet pursuant to Section 7 below to reach a written mutual agreement on an alternative process and/or procedure.

- D. Pursuant to Article 47, Section 47.03, if a supervisor identifies a potential issue with an employee's Telework/Remote Work request, the employee and supervisor must meet within ten (10) calendar days to work together to develop adjustments to the plan that will mitigate the identified issues. If the supervisor and employee cannot mutually develop adjustments, the employee may elect to submit the Telework/Remote Work request as originally written for approval and/or denial. If mutual agreement is reached, the employee will amend the Telework/Remote Work request as discussed and submit it for approval pursuant to Article 47, Section 47.03.B.
- E. The process and procedures contained in the Telework/Remote Work Program apply unless otherwise covered, or modified, by the CBA or this MOU.

2. **Remote Work.**

- A. Only employees who occupy positions designated by Departmental Elements as Remote (All U.S) or Remote (Restricted) may enter into the applicable remote agreements.
- B. New employees hired on to a position expected to be performed remotely upon entrance on duty (EOD) will not be subject to temporal eligibility requirements as the employee's ability to work remotely is a condition of employment for the position of record.
- C. For current employees, the ability to work remotely becomes a condition of employment upon approval of the remote work agreement. Any associated expenses (e.g., relocation expenses) will be the responsibility of the employee and will not be funded by DOE.
- D. When a Remote Work employees' performance drops below "Meets Expectations," DOE will consider conducting Article 17 and 45 procedures remotely prior to terminating a Remote Work Agreement.
- E. Remote Work employees will not automatically lose eligibility for remote work based on the leave restriction procedures in Section 47.02(I) or violations of the remote agreement under section 47.02(K). However, methods to correct issues of attendance and/or compliance with a remote agreement may be implemented in accordance with the CBA, DOE Order 333.1, the Telework/Remote Work Program, and applicable law, rule, and regulation.
- F. Failing to maintain any condition of employment, including the ability to work remotely, may result in administrative action, including removal from Federal service.

3. Temporary Remote Work Agreements.

- A. Early termination of the Temporary Remote Work Agreement based on employee performance or conduct issues will be handled in accordance with Article 47.05. As used in section 47.05.C, the term “reasonable time” normally will be in accordance with the notification timeframes provided in Section D.11 of the Telework/Remote Work Program.
- B. DOE provides clear notice to employees in the Temporary Remote Work Agreement they will be required to return to perform work at their official DOE worksite upon expiration, unless an extension is granted in writing by the supervisor.
- C. If DOE determines that it must modify or terminate a Temporary Remote Work Agreement prior to the expiration set forth in the Temporary Remote Work Agreement, the employee’s return to the office will be in accordance with Section D.11 of the Telework/Remote Work Program.

4. Termination/Modification of Remote Work Agreements.

- A. Under Section D.12 of the Telework/Remote Work Program, if after a final decision is rendered by the Agency on any disciplinary, adverse, or performance-based action, it is determined a remote work agreement needs to be terminated/modified to address performance or conduct issues, any associated expenses (e.g., relocation expenses) will be the responsibility of the employee and will not be funded by DOE.
- B. Under Section D.10 of the Telework/Remote Work Program, the clause “chooses to separate instead of accepting the management-directed reassignment” means voluntary resignation.
- C. Employees who accept a management-directed reassignment, unrelated to employee conduct or performance, will be processed under Section D.11 of the Telework/Remote Work Program.
- D. Employee requests to terminate a remote work agreement will be processed under Sections D.14 of the Telework/Remote Work Program.
- E. Employee requests to modify a remote work agreement will be processed under Sections D.15 and D.16 of the Telework/Remote Work Program.
- F. In accordance with Sections D.13 of the Telework/Remote Work Program, employees requesting to modify or terminate a remote work arrangement, including

temporary remote work arrangements, will be responsible for any associated expenses (e.g., relocation expenses) and will not be funded by DOE.

5. **NTEU Representation.**

- A. Unless otherwise determined by the Federal Labor Relations Authority (FLRA), for the purpose of NTEU's Certification as the exclusive bargaining representative for DOE HQ employees, the Parties agree only eligible employees on remote agreements whose worksite is within a county identified by OPM as receiving Washington, D.C. locality pay are appropriately within the NTEU bargaining unit. The assignment to a particular office or workgroup will determine their NTEU Chapter (e.g., offices in Germantown covered by NTEU Chapter 228, offices in Forrestal covered by NTEU Chapter 213).
- B. NTEU representatives on a Telework/Remote Work agreement may perform representational activities from their alternative worksite subject to the provisions of Articles 6 and 7 of the CBA.
- C. Employees who submit a Remote Work Agreement for a work location outside of the Washington D.C. locality pay area (see 5.A above) will be informed that approval of the Remote Work Agreement will impact their locality pay and bargaining unit status. Upon request, employees will be provided contact information and a reasonable time, to consult with their NTEU Chapter President, designee, or representative.
- D. The applicable Chapter President, or designee, will receive notice when an employee returns from a remote work agreement outside of the Washington D.C. locality pay area to back into the Washington D.C. locality pay area, and returns to the bargaining unit. Additionally, the applicable NTEU Chapter President, or designee, may be allotted up to thirty (30) minutes to meet with the employee, subject to mission requirements.

6. **Information to NTEU.** NTEU will be provided a quarterly list of all bargaining unit employees who have telework/remote work agreements.

7. **Interpretation of the MOU.** With the exception of remote specific provisions agreed to within this MOU, all other provisions will be interpreted in a manner that will not conflict with the Parties' CBA.

8. **Significant Problems.** If either party becomes aware of significant unanticipated problems that arise following the implementation of the Telework/Remote Work Program, DOE or NTEU will inform the other, and the Parties will meet to discuss and attempt to resolve them as soon as possible.

9. **Implementation.** The Agency agrees not to implement the proposed initiative prior to the completion of the bargaining process.
10. **Effective Date.** This MOU becomes effective thirty (30) calendar days from this Agreement’s execution date, or upon Agency Head Approval, whichever is earlier and will run concurrently with the CBA.

For NTEU:

Ryan Soon

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Ryan K. Soon, Esq. Date
Assistant Counsel for Negotiations

For DOE:

**Randall K.
Zimmerman**

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Randall Zimmerman Date
Chief Negotiator, DOE HQ

DOE NATIONAL ENERGY TECHNOLOGY LABORATORY (NETL) AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE)

Article 41 Telework

Section 41.01 Agency Policy

A. The Parties agree that employees may telework full days, or portions of days, consistent with the Agency's telework policy (e.g., [DOE O 314.1](#) and successor policies), subject to mission requirements and applicable laws, regulations, rules, policies, this agreement, and supervisory approval.

B. Employee participation in telework is voluntary, subject to supervisory approval. However, during any period that the Employer is operating under a continuity of operations plan (COOP), the COOP shall supersede this article in accordance with [5 U.S.C. § 6504\(d\)](#).

C. An employee will request telework using the Employer's telework agreement. Supervisors will issue a decision on this request within seven (7) days.

D. All employees requesting telework, and supervisors of these employees, are required to complete mandatory telework training.

E. The employer will not provide computer equipment or services (e.g., internet connectivity) for telework. At the supervisor's request, case-by-case exceptions will be considered for employees that have a necessary mission function (as determined by the supervisor and/or AM) and no access to other computing solutions, or other extenuating circumstances. All employees who have been assigned a portable computer and have an approved government property pass may use such computer while teleworking. In the event the COOP has been activated and employees have been mandated to telework, where an employee does not have the necessary computer equipment or services necessary for performing telework, the Employer will provide the necessary resources, as determined by the Employer.

F. Employees will protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, or other unauthorized use.

G. Approval of an employee's request for telework by the Employer shall not become a past practice.

H. When a supervisor, management official, and/or authorized investigator needs to meet with an employee and the employee is entitled to union representation (Weingarten), or AFGE has a right to be present (Formal Discussion), AFGE agrees that it will represent the employee virtually through a videoconference and/or teleconference if an AFGE representative is not available at the worksite (e.g., teleworking, etc.)

I. An employee is not eligible for telework if the employee's performance falls below fully successful. An employee's performance falls below fully successful for the purposes of this article when:

1. The employee is given a Notice of Opportunity to Demonstrate Acceptable Performance as defined in [Article 29, Section 29.05](#) of this agreement;
2. the employee is notified in writing that his/her performance is unsatisfactory, and failure to improve such performance could result in administrative action such as reassignment or other actions up to and including removal from the federal service; or
3. the employee is denied or delayed from receiving a within-grade increase or career ladder promotion.

J. Employees will not be eligible for telework if at any time any of the following criteria apply:

1. The employee has received formal or informal disciplinary action, including counseling, within the last 24 months. If the employee receives formal or informal disciplinary action while on telework, the Agency may revoke the employee's telework agreement at its sole and exclusive discretion and without review by an arbitrator or other third party.

2. The employee is currently under leave restriction procedures.

K. Under no circumstances shall an employee telework at a location outside the normal commuting distance of the employee's official worksite without the express authorization of the Employer.

L. Partial day telework on a regular and reoccurring basis will only be authorized in situations where an employee does not commute to or from the alternative worksite on duty time or Union time. This provision excludes situations where a facility is closed and there is a late start or early release due to unforeseen events (e.g., inclement weather, power failure, gas leak, etc.)

Section 41.02 Definition

The term "telework" or "teleworking" refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

Section 41.03 Benefits of Telework

The Parties recognize that the benefits of telework include:

- helps employees have greater flexibility in accomplishing their work while also meeting personal and community responsibilities
- can help reduce stress by decreasing commuting time, freeing that time up to accomplish family and personal matters
- can help free employees from office distractions, which may be particularly important when working on a complex project
- encourages engagement in your agency - when employees feel they have greater control over their work environment, they tend to feel more committed to their organizations
- helps with recruiting and retaining the best possible workforce
- ensures Continuity of Operations and maintains operations during emergency events - telework is a key component in ensuring the performance of essential Government functions during National or local emergencies such as natural disasters or National security incidents; or other situations that may disrupt normal operations
- promotes management effectiveness by targeting reductions in management costs related to employee turnover and absenteeism, and reduces real estate costs, transit costs, and environmental impact
- enhances work/life effectiveness and balance - telework allows employees to better manage their work and family obligations, thereby retaining a more resilient, results-oriented Federal workforce better able to meet agency mission and goals

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(OPEIU)**

developed. The Employer will first solicit volunteers. If sufficient qualified volunteers are not available, off duty but on-call duty status will be scheduled in a fair and equitable manner among qualified employees. This requirement does not apply to emergency situations or to the emergency response team. If other teams are established which draw members across work units, the Employer will negotiate regarding off duty but on-call status processes.

SECTION 4 PAY AND BENEFITS

The Employer recognizes its obligation to inform employees in the bargaining unit of the benefits for which they may be eligible and to assist them in initiating claims for these benefits. The Employer agrees to take affirmative action to fulfill this obligation through such means as presenting briefings; supplying brochures and pamphlets, and other appropriate information; and identifying websites. Bargaining unit employees may have a Union Representative present during advisory sessions covering pay and benefits, if requested.

SECTION 5 TELEWORK

Bargaining unit employees may choose to work a telework schedule in accordance with the [OPM Telework Guidance](#) and [DOE O 314.1](#). Employee participation in the telework program is voluntary and requires advance supervisory approval.

DOE WESTERN AREA POWER ADMINISTRATION (WAPA) AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE)

14.3.2.4 **Religious Observances:** Time off for Religious Observance will be administered under [5 C.F.R. § 550.1001, Subpart J](#).

14.3.2.5 **Funeral Leave:** Upon request, an employee will be granted up to three (3) workdays of leave without loss of or reduction in pay to make arrangements for or attend the funeral or memorial service of a family member who died as the result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone. The leave need not be consecutive, but the employee will provide the supervisor justification for the requested non-consecutive workdays.

14.3.2.6 **Court Leave:** Under law and regulations, an employee with a regular scheduled tour of duty is entitled to administrative leave/court leave for:

- Jury duty (including time spent waiting to be called or selected, and related travel time) when required by any Federal, State, or local court, in any State, territory, or possession of the United States; or
- Serving as a witness (including time spent waiting to testify, and related travel time) when summoned by a court or authority responsible for the conduct of the proceeding to appear as a witness on behalf of any party when the United States, the District of Columbia, or a State or local government is a party.

14.3.2.6.1 Employees who are normally assigned to evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day, may be scheduled to an eight (8) hour day, 40-hour workweek, to prevent an unscheduled overtime situation.

14.3.2.6.2 If an employee on court leave is excused from court with sufficient time to enable the employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee will return to duty unless granted appropriate leave by WAPA. Employees will request and receive approval before going on leave to the extent practicable, using procedures as set forth above.

14.3.2.6.3 Employees may keep any expense money received for mileage, parking, or required overnight stay, to the extent consistent with law. If the employee receives compensation and the court defines the compensation as an "expense," (i.e., mileage, parking) the employee may retain the monies. If the court defines the compensation as a "fee," (i.e., salary for jury duty) the employee must remit the monies to the Department.

14.3.2.7 **Workplace Closings**

14.3.2.7.1 Whenever it becomes necessary to close a workplace because of inclement weather or other emergency, all employees with a telework agreement in place are required to work from their alternative workplace and non-teleworkers will be granted administrative leave per Department policy. For telecommuting employees, administrative dismissals are based only on the workplace affected by the dismissal.

14.3.2.7.2 If emergency conditions prevent employees from safely traveling to or safely performing work at an approved location due to an act of God, terrorist attack, or other applicable condition, even though the workplace is not closed, the employee will be granted administrative leave for absence from work for a part or all of the employee's workday, unless they have a telework agreement. Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and provide an estimated time of arrival at work. In addition, WAPA may request documentation that the employee made reasonable efforts to reach work but was prevented from timely arrival by emergency conditions. Determinations to grant administrative leave must be approved by a Senior Manager/Regional Manager. The duration of the leave will be uniformly applied to all similarly situated employees within the area affected by the emergency. For telecommuting employees, this section would also apply when they are required to report to the official duty station.

14.3.2.7.3 If the President, the Office of Personnel Management, or other appropriate authority declares a natural disaster area, employees who are faced with a personal emergency caused by that natural disaster may be eligible for a reasonable amount of administrative leave, based on the facts and circumstances of the personal emergency. An employee requesting administrative leave under this Section may be required to provide an explanation and/or documentation in support of their claim.

14.3.2.7.4 An early release from duty may also be provided in non-emergency/hazardous situations at the discretion of an agency or department head. An example of this would be an early release by the Secretary of Energy or the Administrator prior to a holiday. During an early release, employees who have reported to work and non-essential employees may be excused from work for the specified period of time. WAPA will implement administrative leave for early release consistent with its authority under an executive order.

14.3.2.8 **Voting:** An employee will not be denied the opportunity to vote. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, employees may be granted an amount of excused leave to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser time amount. However, if employees can adjust their work schedule for a day, registration may be done online or after hours, and an employee may be able to vote as an absentee voter, administrative leave is normally not needed.

14.3.2.9 **Transfers:** WAPA may authorize up to 16 hours of administrative leave to employees who are transferring to or within WAPA for activities which the employee cannot accomplish during off duty hours.

Section 14.4 Military Leave

14.4.1 As provided in [5 U.S.C. § 6323\(a\)](#), eligible employees may earn fifteen (15) calendar days of military leave per fiscal year for active duty, active-duty training, and inactive duty training. An employee can carry over a maximum of fifteen (15) calendar days into the next fiscal year.

16.1.16 **Variable Day Schedule** means a type of flexible work schedule containing core hours on each workday in the week, and in which a full-time employee has a basic work requirement of 40 hours each week of the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday within the week within the limits established for the organization.

16.1.17 **Variable Week Schedule** means a type of flexible work schedule containing core hours on each workday in the biweekly pay period, and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

Section 16.2 General

WAPA will notify the Union in accordance with the law and this collective bargaining agreement of changes in hours of operation, work schedules or core hours affecting all bargaining unit employees.

16.2.1 Time Keeping

Employees will notify their supervisor of any changes outside of their scheduled tour of duty, as well as any other changes to the normal workday.

16.2.2 Teleworking

Working under a telework agreement under [Article 17](#), Telework will not in and of itself disqualify an employee from working an AWS.

16.2.3 Terminating Alternative Work Schedules

If the head of WAPA finds a particular [AWS](#) schedule has had an “Adverse Agency Impact,” as defined in [5 U.S.C. § 6131 \(b\)](#), WAPA must promptly provide notice to the Union of its desire to reopen this Article to seek its termination. Upon a request to bargain by the Union, the Parties will then negotiate over WAPA’s proposal. If an impasse results, the dispute will go to the Federal Service Impasses Panel. The AWS schedule may not be terminated until agreement is reached or the Panel acts.

Section 16.3 Provisions for administrative employees who are not under a Continuous Duty/Shift work schedule per Section 16.5

16.3.1 The basic workweek is normally Monday through Friday. Exceptions may occur when mission requirements make it necessary to include Saturdays or Sundays as part of the basic workweek for certain employees. Normally, an employee’s workweek must not extend over more than five (5) days of the period Sunday through Saturday or be more than seven (7) consecutive days in a two (2) week period. This does not include overtime. Unless otherwise indicated,

ARTICLE 17 – TELEWORK AND REMOTE WORK PROGRAMS

WAPA and the Union agree that telework and remote work programs are viable options for Bargaining Unit employees at WAPA. Refer to the latest [Memorandum of Understanding \(MOU\)](#) for additional information.

24.7.2 Employees doing hazardous work should be properly trained and should be periodically checked on when working alone.

24.7.3 Employees required to work in hazardous conditions or in confined or enclosed spaces will be trained in and will use the necessary safety equipment.

24.7.4 Employees working in confined or enclosed spaces will monitor vapor levels to ensure they remain within acceptable confined space safety standards.

24.7.5 Only qualified personnel shall perform repair work on or around machines or equipment where there is a substantial risk of injury. When qualified personnel perform maintenance on operating machinery or equipment, all safety requirements will be followed to minimize the hazard.

24.7.6 During the course of any alterations to the worksite, WAPA will ensure all employees are fully protected against safety and health hazards which might result from such alteration/construction. In no event will an employee be required to take any leave while the construction is taking place. If WAPA has no choice but to temporarily displace employees, due to alterations/construction, for the employees' safety, employees will be required to situationally telework or temporarily report to an alternate work location.

24.7.7 Employees will be offered physical exams in accordance with WAPA's Occupational Health Program.

24.7.8 Recognizing the benefits of a physically fit work force, WAPA agrees to allow the use of WAPA's fitness facilities during breaks and lunch periods.

24.7.9 WAPA agrees to provide, at no cost to the employee, administration of common vaccines such as flu shots.

24.7.10 Employees working continuous or repetitive activities, such as keyboards or monitors, should be allowed frequent breaks as prescribed by OSHA.

24.7.11 Within a reasonable period of time after a Continuity of Operations Procedure (COOP) is implemented and the initial emergency has been dealt with, WAPA and the Union will jointly address any change in working conditions expected to continue for the long-term. If a COOP is implemented for a short-term emergency, WAPA and the Union will meet after completion of the emergency and discuss lessons learned to improve the process.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WESTERN AREA POWER ADMINISTRATION
AND THE
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCALS 3807 AND 3824
WORKPLACE AND WORKSPACE POLICIES

This Memorandum of Understanding (MOU) is between the Western Area Power Administration (WAPA) Management and American Federation of Government Employees Locals 3824 and 3807 (AFGE) concerning implementation of the WAPA Workplace and Workspace Policies.

Management agrees to the following regarding the **Workplace Policy**:

- Under 5. WORKPLACE ELIGIBILITY AND DETERMINATIONS, b., (1) Position Eligibility, adds:
 - Power System Dispatcher – Tech Writer and Power System Dispatcher – Trainer positions will remain as eligible for situational telework. Any deviations, employees will need to discuss those with their supervisor.
 - Energy Management & Marketing Specialist (EMMO) positions will remain as eligible for situational telework, given:
 1. All EMMO Specialists in UGP will be required to report to the office during night and weekend shifts. During scheduled day shifts, employees will be allowed to telework unless a business need requires them in the office.
 2. All EMMO Specialists in CRSP, DSW, and SNR will be required to report to the office during their day shifts. During scheduled night shifts, employees will be allowed to telework unless a business need requires them in the office. If an EMMO Specialist is scheduled for relief and not required to work the desk, they will be allowed to telework.
 - The following positions will be eligible for remote restricted:
 1. Architect
 2. Aviation Support Specialist
 3. HQ Engineers and Engineering Technicians in A7900
 4. Project Coordinator
 - Construction Control Representatives remain telework eligible with a required minimum of two (2) days in the office per pay period.
- Under 5. WORKPLACE ELIGIBILITY AND DETERMINATIONS, (3) Other Considerations, (c) Consistency reads as:

Consistency. Eligibility will be applied consistently for similarly situated positions and functions. When denying a workplace flexibility, management must document the reasons for making such a determination and provide a response to employee. Any deviations should be submitted to senior executive team leaders for approval.

- Under 12. DISCONTINUATION OR MODIFICATION OF AN AGREEMENT, a. Telework, (1) reads as follows:
(1) Management may suspend, modify, or terminate a telework agreement in writing at any time with reasonable notice, at least 45 calendar days, in the following situations:
- Under 12. DISCONTINUATION OR MODIFICATION OF AN AGREEMENT, b. Remote Work, (1) reads as follows:
(1) Management has the right to terminate or modify remote work agreements in writing at any time due to business necessity (e.g., increased cost, changing organizational/business needs, workforce reshaping, position abolishment, transfer of function, other reasons unrelated to employee conduct or performance), with at least 60 calendar day notice.
- Table 1 – Remote (CONUS) approval will be delegated to the Executive Vice President and Chief Operating Officer.
- Appendix, Key Terms, LOCAL COMMUTING AREA (LCA), reads as follows:
The 50-mile radius by surrounding the WAPA Worksite or a remote worker’s Official Remote Worksite. (For how mileage is calculated, see: [Title 41 of the Code of Federal Regulations § 301-10.302.](#))
- Denial Appeals Process – This process is in lieu of the grievance process identified in Article 10 of the Collective Bargaining Agreement and waives the Unions right to arbitration over the final decision:
 - Remote (Restricted) Denial:
If an employee’s remote (restricted) application is denied, they may submit an [appeal form](#) written request to the Workforce Relations Branch Chief requesting a secondary review within fourteen (14) calendar days from the date of the denial. The appeal will be reviewed by two (2) members of WAPA’s Senior Executive Team (SET) and one (1) Union representative. The panel will provide a final written decision to the requesting employee within fourteen (14) calendar days.
All members of the SET and one primary and one secondary Union representative are required to attend impartiality training provided by the Department of Energy’s Office of the Ombudsman prior to June 30, 2024.
 - Remote (CONUS) Denial:
If an employee’s remote (CONUS) application is denied, they may submit an [appeal form](#) written request to the Workforce Relations Branch Chief requesting a secondary review within fourteen (14) calendar days from the date of the denial. The appeal will be reviewed by the Administrator and Chief Executive Officer for WAPA who will provide a final written decision to the requesting employee within fourteen (14) calendar days.

Management agrees to the following regarding the **Workspace Policy**:

- Under 5. DEFINITIONS, e. Local Commuting Area (LCA), reads as follows:
The 50-mile radius by surrounding the WAPA Worksite or a remote worker’s Official Remote Worksite. (For how mileage is calculated, see: [Title 41 of the Code of Federal Regulations § 301-10.302.](#))
- Under 6. POLICY, a. WORKSPACE, (4) reads as follows:
(4) Supervisors will provide a minimum of 45 days written (email) notice prior to a change in an employee’s workspace.
- Under 6. POLICY, e. OFFICE FURNITURE & EQUIPMENT, reads as follows:
(1) WAPA-owned office chairs, sit-stand desks, and all other furniture shall remain in WAPA facilities.

(2) Each employee, with a dedicated cubicle or office, will receive the standard furniture (chair, desk, file cabinets, etc.) to perform their jobs while in the office. All hoteling stations will have a chair and desk as standard furniture.

(3) Requests for non-standard furniture and IT equipment for home or office use, or a specific workspace setup may be requested through the Reasonable Accommodation process.

(4) Each employee will receive one set of the standard IT equipment needed to perform their job at their primary workstation (where the employee works at least 50 percent of the time), whether that is at the employees' remote, telework, or WAPA office location. See WAPA's Employee Hardware Standards.

(5) Employees will return WAPA owned items upon separation or when the employee no longer requires the item to perform their job.

(6) IT equipment located in hoteling offices and cubicles may vary based on availability and seating/desk type. For example, hoteling bars will have minimal to no auxiliary IT equipment and will primarily be utilized for collaborative spaces or when a large number of employees are in the building (i.e., all employee meetings and conferences).

(7) Remote (CONUS) employees previously authorized by their supervisor to have WAPA furniture or equipment outside of WAPA facilities will not be required to return the furniture and/or equipment until they separate from WAPA, or the employee no longer requires the item to perform their job.

- Denial Appeals Process:

If an employee disagrees with their workspace determination, they may utilize the grievance process identified in [Article 10 of the Collective Bargaining Agreement](#).

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BERKRAM**

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Shawn Berkram, AFGE Local 3824 President, AFGE

**DAVID
MEIDINGER**

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Donald Gerrish, Labor Relations Director
Power Marketing Administration Shared Service Center

Department of Health and Human Services
Supplemental Documents

Department of Health and Human Services
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL
Department of Health and Human Services
January 26, 2024

HHS is committed to achieving the intent of OMB-M-23-15. Throughout the implementation of OMB-M-23-15, HHS has engaged its Divisions to analyze data, evaluate current and best practices, and continue to refine our policies to reach the intended work environment posture. Below are the answers to the questions requested.

1. Timeline to Reach In-Person Presence Objective

Beginning in December 2021 and through June 2022, HHS initiated a phased approach to return employees to their worksites, that includes opportunities for telework and other workplace flexibilities. In response to OMB M-23-15, HHS again used a phased approach to continue to substantially increase meaningful in-person work at Federal offices, particularly at headquarters and equivalents. Those phases were as follows:

- October 2023 – Phase 1: GS-15 and above managers, supervisors, executives within the NCR increase telework posture to 4-6 days a pay period at minimum.
- December 2023 – mid-January 2024 – Phase 2: GS-15 and above managers, supervisors, executives nationally increase telework posture to 4-6 days a pay period at minimum.

With the addition of these two phases post M-23-15's release, HHS is meeting the balanced in-person presence ask and has turned towards increasing accountability and reporting requirements.

- February 2024*: Put in place new accountability measures for Divisions that will be monitored by Leadership.
- Late Spring 2024*: Complete updates to the HHS Time and Attendance system to enable real time data tracking; Begin using this as a means for tracking presences along with badge swipes.

**These actions are outlined in more detail in subsequent sections below.*

2. Additional Steps to Complete Execution Equitably and Consistently

To complete execution, HHS needs to be able to ensure that staff are complying with stated agency policies on flexibilities. Currently, the three current HHS Time and Attendance systems are not structured to provide telework tracking or real-time reporting. These are the steps HHS is taking to strengthen our overall tracking systems:

- **Immediate Action** [February 2024]: Due to the current Time and Attendance System inability to allow for tracking of real time data, Division leadership must collect, review,

and submit data each pay period on the use of workplace flexibilities, ensuring that the agreed-upon level of work on-site reasonably corresponds with actual work on-site. The Secretary and Deputy Secretary will use their regular check-ins with Division leadership for review of the data and accountability.

- **Short Term Action** [Spring 2024]: HHS is currently prioritizing urgent fixes for our Time & Attendance systems to ensure that the Department advances its organizational health and performance and meets its regulatory and reporting requirements. Barring unanticipated challenges, including necessary union negotiations, we are striving to complete technical fixes, interoperability testing with DFAS, and Department-wide employee training on timekeeping changes, for the first updated Time and Attendance data to be ready late Spring. OMB has been kept abreast of this progress.
- **Long Term Action:** HHS is in process of procuring a new Time and Attendance System that improves employee experience, reduces manual processing, gives access to real time data, and is integrated within a broader human resource system. HHS has completed the initial market research and is moving to assess the technology and budget. The expectation is that acquisition to full deployment will be done over a 3-year period.

3. Approach to Tracking and Ensuring Implementation with Policies

As described above, HHS is increasing our accountability and reporting requirements to ensure implementation and execution. We have broken down our efforts into immediate, short term and long-term actions. Each action will require senior leadership engagement on tracking implementation progress and ensuring staff are complying with their signed policy agreements.

Summary

HHS takes seriously the accountability and reporting measures that ensure the effective implementation of the work environment plans. We continue to welcome the opportunity to brief OMB and OPM as this work progresses.

Update:

The Department submitted its Work Environment Plan update in November 2023. The Department revised the enclosed Workplace Flexibilities Program Policy, Instruction 990-1 in April 2024. The revised policy removes reference to “Local Remote”; identifies Mission Critical Occupations that may be eligible for remote work (identified in Appendix 1 of the policy); and requires Divisions to establish a senior-level review and approval process for use of remote positions to ensure consistency and equity (established upon issuance of the policy), among other enhancements. Although the revised policy removes the definition of “Local Remote,” positions may still be eligible for remote work within or outside the local commuting area. Further, the Department is honoring all bargaining obligations and existing collective bargaining agreements. The updated policy implementation only applies to non-bargaining unit employees until bargaining obligations have been completed.

In addition to the revised policy – and consistent with [OMB M-23-15 on organizational health and performance](#) – on April 20, 2024, the Department updated its Time and Attendance Systems to improve data availability, transmission, and reporting with the Department’s payroll provider. The Department continues to increase onsite presence, which includes shifting employees who had been designated a Local Remote to Telework status, where appropriate. HHS decision-making guidance for position designations and status (remote work or telework) covers organizational, position-specific, and employee-specific considerations. Considerations include, but are not limited to, onsite presence posture, continuity of operations, space utilization, budgetary requirements, union negotiated agreements, mission critical occupation eligibility, and performance, among others. Changes in status may vary by HHS Division, organizational unit, required labor obligations and location. Changes in status may also vary over time in the case of HHS Divisions phasing in changes to its workforce posture. Divisions may also consider any additional factors relevant to its mission, organizational health, and organizational performance, including OMB M-23-15.

Updated HHS POCs

HHS POCs	Title	Email	Phone
Dr. Kimberly Steide	Associate Deputy Assistant Secretary – Human Capital	Kimberly.Steide@hhs.gov	202-240-3130

Department of Health and Human Services
Telework Policy(s)

Instruction 990-1, Workplace Flexibilities

Effective Date: 04/22/2024

Revised: 04/22/2024

Material Transmitted:

Department of Health and Human Services (HHS) Instruction 990-1, Workplace Flexibilities, dated **April 22, 2024**.

Material Superseded:

HHS Instruction 990-1, Workplace Flexibilities, dated February 9, 2022.

Background:

This Instruction establishes the Department of Health and Human Service (HHS) Workplace Flexibilities Program (WFP) and supersedes all previously issued workplace flexibilities policy and guidance.

This policy is effective immediately and must be carried out by HHS Operating and Staff Division HR Centers in accordance with applicable laws, regulations, collective bargaining agreements, and Departmental policy.

W. Robert Leavitt

Deputy Assistant Secretary for Human Resources Chief Human Capital Officer

990-1-00 Sections

990-1-10 Purpose

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990-1-140 Workplace Flexibilities Approval, Denial, Suspension and Termination

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990-1-160 Documentation, Reporting, and Accountability

Appendix – Mission Critical Occupations Eligible for Remote Work Without Board Approval*

990-1-10 Purpose

This Instruction establishes standard agency guidelines for participation in the Workplace Flexibilities Program (WFP). These flexibilities include Routine Telework, Ad-Hoc Telework, Situational Telework, and Remote Work while fostering an environment of meaningful workplace presence at HHS facilities to accomplish the mission.

When this Instruction's provisions differ from changes in applicable law or regulations, the newest legislative change in law or regulation will apply.

990-1-20 Coverage and Exclusions

A. Coverage.

1. The provision of this Instruction applies to all HHS employees as defined in [5 U.S.C. § 2105 - PDF](#). All employees are encouraged to enter a Workplace Flexibility Agreement for telework readiness even if they are not designated as a routine teleworker; this also includes non-Federal employees assigned to the agency under the Intergovernmental Personnel Act (IPA) and Federal employees on detail to the Department.
2. U.S. Public Health Service (USPHS) Commissioned Corps Officers who supervise Federal employees are required to execute the supervisory responsibilities and authorities outlined in this Instruction.

B. Exclusions. This Instruction does not apply to USPHS Commissioned Corps Officers or contractors.

C. Bargaining Unit Employees. The provisions of this Instruction pertaining to conditions of employment of bargaining unit employees are fully negotiable in accordance with [5 U.S.C. Chapter 71 - PDF](#). When the provisions of this Instruction differ from the requirements contained in applicable collective bargaining agreement(s) (CBA), the CBA takes precedence for bargaining unit employees.

990-1-30 Delegation of Authority

The authority to develop and implement the Department-wide Instruction for Workplace Flexibilities is within the delegated authority of the Deputy Assistant Secretary for Human Resources (DAS-HR). See HHS DASHR Memorandum, *Delegation of Human Resources Authorities, dated May 9, 2022*. Human Resources Directors (HRD) are delegated authority to administer a work life program for their serviced Division, including workplace flexibilities in accordance with this policy.

990-1-40 References

- A. [Public Law \(P.L.\) 106-346, Section 359, October 23, 2000 - PDF](#)
- B. [Public Law \(P.L.\) 111-292, H.R. 1722, Telework Enhancement Act of 2010, December 9, 2010 - PDF](#)
- C. [5 C.F.R. § 351.203, Local Commuting Area Definition](#)
- D. [5 C.F.R. § 531, Subpart F, Locality Pay Systems - PDF](#)

- E. [HHS Instruction 610-1, Establishing and Administering Hours of Duty, December 2, 2021](#)
- F. [HHS-OCIO-OIS-02-09-2023, HHS Rules of Behavior for the Use of HHS Information and IT Resource Policy](#)
- G. [HHS Travel Policy - PDF](#)
- H. HHS ASA Memorandum, *Delegation of Human Resources Authorities*, dated October 15, 2019
- I. HHS DASHR Memorandum, *Delegation of Human Resources Authorities*, dated May 9, 2022
- J. [OPM Memorandum to Executive Department and Agencies, 2021 Guidance to Telework and Remote Work in the Federal Government, November 12, 2021 - PDF](#)
- K. [OPM Memorandum, Remote/Telework Enhancement to Enterprise Human Resource Integration Data File, March 7, 2023 - PDF](#)
- L. [OPM Memorandum, CPM 2023-16, Guidance on Hours of Work for Telework and Remote Work Employees, August 21, 2023 - PDF](#)
- M. [OMB M-23-15 Measuring, Monitoring and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments, April 13, 2023 - PDF](#)

990-1-50 Definitions

- A. **Agency.** For the purpose of this Instruction, the organizational components of the U.S. Department of Health and Human Services, Operating Divisions (OpDivs) and Staff Divisions (StaffDivs), are agencies. Using the term “agency” to refer to HHS organizational components does not establish such components as the Executive Agency or infer Executive Agency authorities.
- B. **Agency Worksite.** The official Federal agency location where work activities are based is generally considered a conventional worksite/location of an employee's assigned organization. The term regular worksite is also used to describe agency worksite.
- C. **Alternative Worksite.** A location other than the agency worksite where an employee is approved to work from. Generally, it is considered the employee's approved telework or remote worksite (e.g., an employee's residence or other approved work location). See also [Alternate Worksite Best Practices Checklist - PDF](#)
- D. **Business Communication Tool.** Information Technology communication hardware, software, and services include, but are not limited to, computers, telephones, email, instant messaging, alert services established by the agency.
- E. **Collective Bargaining Agreement (CBA).** A negotiated written agreement between an employer and a union comprised of workers that governs certain terms and conditions of the workers' employment.
- F. **Domestic Employees Teleworking Overseas Agreement (DETO).** Approved telework arrangement authorizing an HHS employee working in a position within the United States to telework from a foreign location for an established period. DETO arrangements are a discretionary workplace flexibility, not an employee entitlement. These telework arrangements must adhere to the HHS Office of Global Affairs (OGA) DETO Policy which covers the requirements in the Department of State's Memorandum, Requirements for Executive Branch Employees Teleworking in Foreign Locations, June

6, 2016, and the international requirements in HHS' Travel Policy. All DETO requests must be routed by the servicing HR Center to OGA for review and approval at os-oga-hhs-globalstaffing@hhs.gov.

- G. **Directed/Emergency Telework.** Scenarios where employees may be directed to work from a location other than the agency worksite pursuant to an agency's Continuity of Operations Plan (COOP) or OPM regulations as applicable. These orders are not under an agency telework program and thus are not dependent upon an employee having entered a telework agreement.
- H. **Intergovernmental Personnel Act (IPA).** A program that provides for the temporary assignment of personnel between the Federal Government, state and local governments, colleges and universities, Indian tribal governments, federally funded research and development centers, and other eligible organizations ([5 U.S.C. § 3371 and 5 C.F.R. Part 334 - PDF](#)).
- I. **Eligible Positions.** Approved positions comprised of portable job duties that can be effectively performed outside the agency worksite without diminishing individual performance or organizational operations.
- J. **Government Furnished Equipment.** Government-owned property, to include but not limited to Information Technology, devices, hardware, equipment, tools, services, licenses, or any other item or thing of value provided as necessary for performing the business of the Government. See also [HHS Policy for Rules of Behavior for Use of Information and IT Resources | HHS Intranet](#) and [Technology Equipment Checklist - PDF](#).
- K. **Local Commuting Area (LCA).** The local commuting area is the geographic area that includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their official worksite of record ([5 C.F.R. §351.203 - PDF](#)), unless the employee is covered under a collective bargaining agreement (CBA), in which case the CBA shall govern. The local commuting area of a remote employee is based on the employee's position of record (see definition of Position of Record. below).
- L. **Medical Telework.** A situational telework short-term workplace flexibility option allowing the employee to telework allows three (3) days of telework per week, for up to two (2) weeks, used as the need arises for individuals with a temporary medical condition or recovering from a medical procedure. This usage requires a note from the caring physician or other appropriate health practitioner.
- M. **Mission Critical Occupations (MCO).** The MCOs in Appendix 1 of this Instruction are eligible for remote work within HHS.
- N. **Mobile Work.** A Mobile Work Agreement (MWA) supports routine and regular travel by an employee to conduct duties outside of their assigned official worksite. The employee must have access to the necessary technology and resources to complete their work assignments. Mobile work may include but is not limited to the following: site audits, site inspections, investigations, and property management while commuting, and travelling between worksites, or while on Temporary Duty (TDY).
- O. **Official Station.** An area defined by the Agency that includes the location where the employee regularly performs their duties. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain where the employee regularly performs their duties. If the employee's work involves recurring travel or varies regularly, the location where the work activities of the employee's position of record are based is considered the regular place of work.

- P. **Official Worksite.** The official worksite, also known as the “position of record,” generally is where the employee regularly performs their duties as determined by the agency. For employees covered by a Workplace Flexibilities Agreement (WFA), the official worksite is determined according to the criteria in [5 C.F.R. § 531.605\(d\) - PDF](#). The city, county, and state where the official worksite is located is documented as the employee’s duty station on the Standard Form 50, Notification of Personnel Action; block 38, “Duty Station Code,” and block 39, “Duty Station.” For a remote worker, the official worksite is generally the alternative worksite to which the employee is assigned or approved to work.
- Q. **Position of Record.** The position of record, also known as the “official worksite,” is where the employee is assigned to perform their duties regularly as determined by the agency. The city, county, and state where the position of record is documented on the Standard Form 50, Notification of Personnel Action, Block 38, “Duty Station Code,” and Block 39, “Duty Station.” This may be further delineated as an address in Block 45 “Remarks.” A position of record may be an address other than the agency worksite when the employee is a remote worker.
- R. **Situational/Ad Hoc Telework.** Workplace flexibility that allows an employee with an approved WFA to request telework as needed. Unlike routine telework, situational/ad-hoc telework occurs sporadically without a regular telework schedule. For agency reporting consistency purposes, situational medical telework should be coded in the time and attendance system as #585 Situational.
- S. **Meaningful In-Person Work.** In-person work performed at an agency worksite that is purposeful, well-planned, and optimized for in-person collaboration.
- T. **Official Travel.** Travel under an official travel authorization away from an employee’s official station or other authorized point of departure to a temporary duty location and return from a temporary duty location between two temporary duty locations or relocation at the direction of a federal agency.
- U. **Remote Work.** Workplace flexibility allows an employee under an approved WFA to work at an approved alternative worksite, with no expectation to report to the agency worksite on a regular or recurring basis within a bi-weekly pay period. Remote work does not include circumstances when an employee’s work situation changes due to permanent agency closure.
- V. **Remote Worker.** An agency employee authorized to work from a position of record that is not the agency worksite. See “Agency Worksite” and “Position of Record.”
- W. **Routine Telework.** Workplace flexibility allows an employee with an approved WFA schedule to telework on a regular and recurring basis for at least two workdays or as designated by the employing OpDiv/StaffDiv per bi-weekly pay period. Routine telework does not change the position of record.
- X. **Telework.** A workplace flexibility arrangement under which an employee performs the duties and responsibilities of their position and other authorized activities from an approved alternative worksite other than the location from which the employee would otherwise work.
- Y. **Telework Limitations.** Limits imposed on telework by law, regulations, policy, collective bargaining agreements, and workplace flexibility agreements. Under HHS policy, WFAs must be reviewed annually. WFAs must include specific work arrangements for participation. Supervisors are responsible for determining continued eligibility after the one-year annual review and for approving, disapproving, or modifying telework

agreements in accordance with agency guidance and CBA requirements, where applicable.

- Z. **Telework Ready.** The capability for an employee to work from an alternative worksite may be required to continue operations through the efficient and effective use of information technology and telecommunication.
- AA. **Workplace Flexibilities Agreement (WFA).** A written agreement between the employee and the Agency that allows employees and supervisors to establish telework or remote work agreements in accordance with this Instruction unless the employee is covered under a CBA with a different requirement, in which case the CBA shall govern. OpDivs/StaffDivs must use [Workplace Flexibilities Agreement, HHS Form 990-1 - PDF](#).
- BB. **Workplace Flexibilities Officer (WFO).** The HHS-level official charged with overseeing the Workplace Flexibilities Program across the Department.
- CC. **Workplace Flexibilities Program Manager (WFPM).** OpDiv/StaffDiv program manager is responsible for the oversight of the Workplace Flexibilities Program within their OpDiv/StaffDiv.
- DD. **Workplace Flexibilities Program (WFP).** A program that promotes telework and remote work to ensure employees' work/life balance.

990-1-60 Responsibilities

- A. HHS Deputy Secretary:
 - 1. Ensures HHS Operating and Staff Division (OpDiv/StaffDiv) Heads monitor and assess the organizational health and performance of the individual major operating units within the Department to strengthen mission delivery.
 - 2. Ensures flexible operational workforce policies are an important tool for talent recruitment and retention, which promotes meaningful in-person work at Federal offices.
 - 3. Determines HHS positions required for onsite presence based on the Department's environment plans, OMB, and OPM reporting requirements.
- B. HHS Assistant Secretary for Administration, Office for Human Resources (ASA/OHR):
 - 1. Establishes Department-wide human resources policy and guidance consistent with HHS and OPM policy and guidance, and all applicable Federal laws and regulations.
 - 2. Designates a Workplace Flexibilities Officer (WFO) to implement and oversee the Department's WFP; manage compliance and accountability including the Department's reporting requirements; provide technical guidance to OpDiv/StaffDiv HR Centers; and incorporate workplace flexibilities into everyday business operations where mission appropriate.
 - 3. Approves the addition of mission critical occupations (MCOs) not listed in Appendix 1 eligible for remote work in the Department.
 - 4. Periodically reviews OpDiv/StaffDiv workplace flexibility procedures and data to ensure compliance with HHS and OPM policies, guidance, and all applicable Federal laws and regulations.
- C. HHS ASA/Program Support Center establishes Department-wide travel and transportation policy consistent with the Federal Travel Regulation and Joint Travel Regulations

D. OpDiv and StaffDiv Heads:

1. Ensures organization compliance with this Instruction and applicable Federal laws and regulations related to workplace flexibilities.
2. Ensures the fair and equitable implementation and use of workplace flexibilities across their organization.
3. Establishes a WFP executive board to monitor or designated Senior Official and assess the organizational health and performance of their Division's WFP and make determinations on their workplace flexibility posture in order to strengthen mission delivery.
4. Ensures their Division's participation in organizational health and performance reviews on the WFP program including submission of quarterly reports to the HHS ASA/OHR on usage, the impact on mission, and any anticipated changes in the organizational posture as it relates to their Division's WFP program.

E. Human Resource Centers (HR Centers) Director:

1. Complies with this Instruction and applicable Federal laws and regulations related to workplace flexibilities.
2. Administers serviced OpDiv/StaffDiv workplace flexibility program in accordance *with* this Instruction and HHS DASHR delegated authority.
3. Designates a Workplace Flexibilities Program Manager (WFPM) for the oversight of the WFP within their OpDiv/StaffDiv.
4. Ensures the employee's locality pay aligns with the employee's official worksite in accordance with [5 C.F.R. § 531, Subpart F - PDF](#).
5. Ensures changes to the official worksite (personnel action requests) are processed in a timely manner, generally within one pay period of receipt of the request, consistent with the applicable restrictions in [5 C.F.R. § 330.502 - PDF](#).

F. OpDiv/StaffDiv Workplace Flexibilities Program Manager (WFPM):

1. Complies with this Instruction and applicable CBAs, Federal laws, and regulations related to workplace flexibilities.
2. Implements the workplace flexibilities program in accordance with this Instruction and ensures proper implementation at the OpDiv/StaffDiv level.
3. Manages compliance and accountability for WFP training requirements for OpDiv/StaffDiv employees.
4. Establishes procedures, in coordination with the HR Center, to ensure each employee's locality pay and benefits align with the employee's official worksite and are appropriately represented on their WFA, in accordance with [C.F.R. § 531, Subpart F - PDF](#).
5. Coordinates with the serviced HR Center, hiring manager, and the WFO to ensure proper implementation and oversight of the OpDiv/StaffDivs WFP.
6. Provides information and data to the WFO upon request.
7. Serves as the OpDiv/StaffDiv subject matter expert and point of contact for addressing employee and supervisor inquiries.
8. Ensures all employee WFAs remain current and accurate.

G. Supervisor:

1. Adheres to this Instruction consistent with Federal laws and regulations related to workplace flexibilities and CBA as applicable.

2. Approves WFAs for regular, situational and ad hoc telework as appropriate based on the position and organizational needs when delegated in writing by the OpDiv/StaffDiv HRD. May also approve remote work for the positions covered in Appendix 1 of this Instruction.
3. Ensures employee position descriptions accurately reflect the employee's duties and responsibilities. Position eligibility is based on the official position description and the eligibility requirements described in this Instruction, Section 990-1-80.
4. Ensures telework participation is documented on the WFA and consistent with the time and attendance system for recordkeeping purposes before verifying the timecard. Reviews, discusses, and updates WFA annually unless the employee is covered under a CBA with a different requirement, in which case the CBA shall govern.
5. Notifies their servicing HR Center of any change to an employee's official worksite that may change the employee's locality pay, at least one full pay period, prior to the change becoming effective. The geographical area of employees appointed via the competitive service cannot be changed within 90 days of appointment consistent with [5 C.F.R. § 330.502 - PDF](#).
6. Ensures compliance with this Instruction and the [Department's travel policy - PDF](#) in managing official travel, local area travel and relocation expenses.
7. Treats all employees equitably regardless of whether they participate in the WFP and ensures they receive the same benefits and opportunities (e.g., work assignments, awards and recognition, development opportunities).

H. Employee:

1. Complies with this Instruction, OpDiv/StaffDiv guidance, procedures, the approved WFA agreement, and any Federal laws, regulations, policies, and, if applicable, CBAs related to workplace flexibilities.
2. Ensures WFA accurately reflects alternative worksite information. Submits timely requests to update a WFA if circumstances change (e.g., supervisor, position, or duty location) and renews the WFA annually, unless the employee is covered under a CBA with a different requirement, in which case the CBA shall govern.
3. Obtains supervisor approval for any change request to the employee's current WFA.
4. Completes mandatory workplace flexibility training in the Learning Management System (LMS) prior to starting a WFA.
5. Maintains a current WFA detailing any emergency responsibilities specified for continuity of operations or another emergency event, as appropriate for the approved flexibilities.
6. Notifies the supervisor in writing of a decision to end participation in the WFP.
7. Notifies supervisor within one (1) hour whenever problems arise that may adversely affect their ability to perform work at the alternative worksite (e.g., power outages, technology issues, sick family members who require substantial attention, or other personal matters impacting their ability to perform their duties) unless the employee is covered under a CBA with a different requirement, in which case the CBA shall govern. Leave should be requested when applicable.
8. Complies with the established security protocols for reporting computer security-related incidents.
9. Adheres to the Standards of Ethical Conduct for Employees of the Executive Branch ([5 C.F.R. § Part 2635 - PDF](#)) and the supplemental standards.

10. Ensures that during the hours they are on duty, regardless of worksite, they are accessible by telephone, email, instant messaging system, or other appropriate communication technology or software, as determined by Department and OpDiv/StaffDiv policy or CBA.
11. Ensures all Government-furnished equipment is used in compliance with Departmental and OpDiv/StaffDiv IT policy. Employees are required to maintain their VPN account by logging on at least once a month to allow access to all Government systems while working at a site other than the agency worksite.
12. It is recommended that employees on situational/ad-hoc telework agreements telework at least once every three months to ensure readiness and to maintain the necessary discipline, approach, and skills.
13. Be familiar with the agency's emergency plans (e.g., Continuity of Operations Plan) and the supervisors' expectations of how work will be performed during emergency events, including timeliness and deadlines for reporting availability status, check-in-schedules, work assignments, or other activities determined continuity of operations.
14. Follows [Department Travel Policy - PDF](#) regarding official travel, local area travel and applicable relocation expenses.

990-1-70 Workplace Flexibilities

Workplace Flexibilities offered by the Department allow for accomplishing an employee's duties at an alternative worksite. Flexibilities offered for each position depend upon limits imposed by law or regulations, the nature of work, and the ability to complete the activity at an alternative worksite. Participation in the WFP is voluntary. An approved WFA is required for participation in the WFP.

- A. **Telework** is a workplace flexibility that allows an employee the flexibility to perform the duties and responsibilities of the employee's position and other authorized activities from an approved alternative worksite. Position eligibility for telework is determined by the nature and portability of the employee's work.
 1. The agency worksite is the official worksite for an employee with a WFA authorizing telework.
 2. Options for telework flexibilities include:
 - a. **Routine telework:**
 - i. Routine telework allows an employee to work from an approved alternative worksite following a regular and recurring schedule each pay period in accordance with an approved WFA.
 - ii. Employees with an approved WFA for routine telework must be scheduled and physically report to the agency worksite at least two (2) days each bi-weekly pay period.
 - iii. Employees with an approved WFA for routine telework may telework on a situational/ad-hoc basis in addition to their scheduled telework day(s) as needed with advance supervisory approval.
 - b. **Situational/Ad-hoc/Unscheduled telework:**
 - i. The terms situational, unscheduled, and ad-hoc telework all refer to the same type of workplace flexibility.

- ii. Situational telework allows an employee with an approved WFA to request telework as needed.
- iii. Telework-eligible employees who do not want a routine telework WFA may need to telework irregularly either for mission needs (e.g., inclement weather) or personal convenience. These employees should request a situational/ad-hoc telework WFA. Supervisors are encouraged to approve situational/ad-hoc telework WFAs and to make reasonable adjustments to allow for situational/ad-hoc telework for eligible employees.
- iv. Employees with situational/ad-hoc telework WFA must receive advance approval before using situational/ad-hoc telework. An employee who fails to obtain advance approval may be disciplined, up to and including removal. Advance approval is not required for unscheduled telework during inclement weather or other similar situation.
- v. Employees with an approved WFA for situational/ad-hoc telework are recommended to telework at least once every three months to maintain telework readiness.
- vi. An employee with an approved WFA for routine or situational/ad-hoc telework is required to work during inclement weather days or emergency events, regardless of whether the employee is scheduled to telework that day, unless the employee is on approved leave or is prevented from working due to conditions outside of their control (e.g., loss of electricity).
- vii. A medical telework option allows three (3) days of telework per week, for up to 2 weeks as the need arises for individuals with a temporary medical condition or recovering from a medical procedure. The agency is committed and dedicated to providing supportive and respectful workplace flexibilities for all individuals. Medical telework is intended to provide short-term telework while the employee recovers and is able to perform their duties. This usage will require a note from the caring physician or other appropriate health practitioner. For a medical condition or recovery period with an anticipated duration exceeding this option, and alternative work arrangements (e.g., reasonable accommodations, use of Family Medical Leave Act, etc.) should be discussed with the supervisor, as needed. If the employee believes they have a qualifying disability, which creates functional limitations, they may request reasonable accommodation.

B. **Remote work** allows an employee the flexibility to work from an approved alternative worksite, which becomes the employee's official worksite, with no expectation to report to the agency worksite on a regular and recurring basis during the bi-weekly pay period.

1. A position may be eligible for remote work, either within or outside of the local commuting area of the agency worksite, if the nature of work requires the employee's onsite presence fewer than two days during a typical bi-weekly pay period.
 - a. For the purposes of this policy, the local commuting area includes any population center (or two or more neighboring ones) and surrounding localities in which people live and can reasonably be expected to travel back and forth to their approved worksite unless the employee is covered

- under a CBA with a different requirement, in which case the CBA shall govern.
- b. An employee's locality area and pay is determined based on the employee's official worksite, in accordance with 5 C.F.R. § 531.604.
2. The official worksite for an employee with an approved WFA for remote work is the approved alternative worksite (e.g., the employee's home) documented in the employee's WFA.
 - a. Changes to the Official Worksite or Alternative Worksite and Locality Pay.
 - i. Employees must request to change the location of their approved alternative worksite in advance. Supervisors are encouraged to be flexible with an employee's alternative worksite, provided it continues to meet the agency's needs and it does not negatively impact the mission or increase expenses for the agency. Hiring officials are advised that the geographical area of employees appointed via competitive service cannot be changed within 90 days of appointment, consistent with the applicable restrictions in [5 C.F.R. § 330.502 - PDF](#). Employees may not begin working at a new alternative worksite until the change has been approved.
 - ii. Any changes to the WFA that impact time and attendance information must be documented in the time and attendance system for recordkeeping and reporting purposes.
 - iii. Employees who request a modification to their WFA are responsible for all incurred expenses associated with the modification (e.g., relocation costs, transport fares, highway tolls).
 - iv. Servicing HR Centers are responsible for determining the appropriate locality pay area and locality pay for employees approved as remote workers, in accordance with [5 C.F.R. § 531, Subpart F - PDF](#). Once the locality area is determined, a Change in Duty Station personnel action must be initiated in accordance with OPM's Guide to Processing Personnel Actions. The new locality pay will only take effect once the Change in Duty Station personnel action (SF-50) is effective. Changes to the official worksite will be processed in a timely manner, generally within one pay period of receipt of the personnel action request, consistent with the applicable restrictions in [5 C.F.R. § 330.502 - PDF](#).
 - v. A remote employee's failure to timely report and obtain approval for a change to the employee's alternative worksite may result in the suspension or termination of the employee's WFA, recoupment for overpayment of locality pay, and/or disciplinary or adverse action.
 - b. Remote employees may be required to report to the agency worksite as directed by the supervisor or if stated in the WFA.
 - c. Travel to the Agency Worksite.
 - i. A remote worker may be directed to travel to the agency worksite.
 - ii. Official travel **must** be approved in advance by the employee's supervisor. Refer to the [HHS Travel Policy - PDF](#) for specific guidance.
 - d. Compensatory Time Off for Travel. Employees should generally be directed to travel within their assigned duty hours. Remote employees

required to perform official travel may be eligible to receive compensatory time off for travel if the approved itinerary requires the employee to be in a travel status when such time is not otherwise compensable. Refer to [HHS Instruction 550-3, Compensatory Time Off for Travel - PDF](#), for specific guidance.

- C. **Mobile Work** allows employees (e.g., healthcare worker, food inspector.) to perform their job duties from a location other than their official work site. This may include working from home, a co-working space, or any other location where the employee can access the necessary technology and resources to complete their work task.

990-1-80 Determining Workplace Flexibilities Eligibility

The HHS WFP defines options for when and where employees may perform work. The Department's recruitment and retention efforts are aided by offering various options for where and when employees may work. Workplace flexibilities help to retain existing talent and increase productivity through employee engagement. These flexibilities benefit the employee by enhancing work/life balance, fostering employee satisfaction and well-being. The ability to participate in the WFP is intended to facilitate, not impede, the successful accomplishment of work.

In alignment with [OMB M-23-15 - PDF](#), WFP participation must support and improve organizational health and organizational performance in support of the delivery of the agency's mission. Consistent with OMB M-23-15, the agency must ensure that all public-facing services meet and exceed customer expectations and needs. Not all positions are eligible for telework or remote work. Participation in the WFP is determined by the OpDiv/StaffDiv Head or designee based on organizational, business, or operational needs.

- A. Position eligibility is based on:
 - 1. The nature of work can be performed by allowing some or all duties to be completed without reporting to the agency worksite. This may include work assignments that involve the physical presence in another location (e.g., court, other federal work site) different from the agency worksite.
 - 2. Each HR Center must assess position eligibility against their business needs, ensuring that the level of participation does not diminish organizational or operational performance, including, but not limited to, the impact on whether telework or remote status would negatively impact the effective accomplishment of agency operations and the work of others.
 - 3. The resources required for the employee to complete the work are available and accessible virtually, including a computer to connect to the virtual private network (VPN) and internet service with sufficient bandwidth.
 - 4. The ability to evaluate the quantity, quality, manner of performance, and timeliness, as appropriate, for the work.
 - 5. Eligibility for remote work within or outside the local commuting area worksite depends on the WFA, position, and organizational needs. As determined by the OpDiv/StaffDiv, a periodic onsite presence may be required.
- B. The Employee:
 - 1. Employee eligibility is based on:
 - a. Employee is not on a Performance Improvement Plan.

- b. Performance is at a fully successful level.
 - c. No official conduct or disciplinary action has been taken against the employee in the last 6 months.
 - d. Employee must maintain ongoing meaningful engagement related to their duties and established work goals.
2. An employee is considered ineligible if they have ever been officially disciplined, (i.e., for the purposes of this Instruction, the term 'official discipline' refers to a disciplinary action that results in the placement of a document in an employee's official personnel file (eOPF)) for the following reasons, in accordance with the Telework Enhancement Act of 2010:
- a. Being absent without leave for more than five (5) days in any calendar year; or
 - b. Violating the Standards of Ethical Conduct for Employees of the Executive Branch ([5 C.F.R. § 2635, Subpart G - PDF](#)) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing Federal Government duties.
3. Individual eligibility may be revoked if:
- a. The employee's performance falls below the fully successful level.
 - b. The employee's behavior warrants official disciplinary action.
 - c. The employee fails to adhere to the requirements of their WFA or the CBA, where applicable.
 - d. It is deemed to be in the best interest of the agency.
 - e. It is deemed necessary following organizational exigencies and other telework provisions as identified in the Telework Enhancement Act of 2010.
 - f. The telework provisions identified in the Telework Enhancement Act 2010.
 - g. Changes in organizational business need to change the portability of work assignments.

C. Requests for Remote Work for Recruitment and Retention.

The Human Resources Director or designee, as delegated in writing, is authorized to:

Review an employee request for the use of remote work to ensure consistency and equity. Routes remote requests for positions not covered in Appendix 1 to ASA/OHR at telework@hhs.gov for approval. Requests must be sent by the servicing HR Center and contain a justification, including position information, and concurrence by the OpDiv/StaffDiv WFP executive board, the employee's supervisor, or the HRD.

990-1-90 Determining the Official Worksite

For employees covered by a WFA, the HR Center must determine the employee's official worksite pursuant to the criteria outlined in [5 C.F.R. § 531.605\(d\) - PDF](#). The official worksite must be documented on the employee's Notification of Personnel Action (Standard Form 50 or equivalent).

A. Telework Employees (Regular, Situational and Ad-hoc).

1. The official worksite is the location of the agency worksite (the place where the employee normally reports for work on non-telework days), provided that the employee is scheduled to report physically to the agency worksite at least twice each bi-weekly pay period on a regular and recurring basis.
 2. For an employee whose work location varies, the employee is not required to work at least twice each bi-weekly pay period at the agency worksite (where the employee's work activities are based) if the employee is regularly performing work within the OPM locality pay area for that worksite.
- B. For remote employees, the official worksite is the approved alternative worksite, typically the employee's home address, provided the employee is not required to report to the agency worksite at least twice each pay period on a regular and reoccurring basis.
- C. Both telework and remote employees may only have one designated alternative worksite of record. Temporary use of another alternative worksite or permanent change to an employee's approved alternative worksite requires prior approval by their supervisor. A request for a permanent change to an alternative worksite must be submitted through a revised WFA.

990-1-100 Work-related Injuries at the Alternative Worksite

- A. All HHS employees are covered under the Federal Employees' Compensation Act (FECA) for work-related injuries or occupational illnesses sustained while performing official duties. Questions should be directed to the HHS ASA/Program Support Center/Federal Occupational Health, [Workers' Compensation Management | HHS.gov](#).
- B. Employees must immediately report any accident or injury at the alternative worksite to their supervisor.
- C. The supervisor must immediately report all reported injuries as claimed by the employee to their servicing Human Resources Center's workers' compensation POC.

990-1-110 Dependent Care

While telework and remote work are not substitutes for dependent care or elder care, they can be a valuable flexibility to employees with caregiving responsibilities by eliminating the time required to commute and expanding employees' WFP options.

- A. The flexibilities in the WFP may be leveraged to assist employees in managing and balancing dependent care responsibilities and job-related responsibilities. However, employees should not engage in dependent care activities when performing official duties.
- B. Employees must request leave or other paid time off to engage in dependent care duties during their workday.

990-1-120 Leave, Early Dismissals and Closure

Employees with an approved WFA are required to telework on days they are regularly scheduled to report to the agency worksite when the Federal Government has announced

unscheduled leave, unscheduled telework, delayed arrival, early departures, or that Federal offices are closed to the public.

- A. Employees with an approved WFA are also required to follow established leave procedures to account for time the employee is not performing work during a scheduled tour of duty.
- B. Employees approved to telework or work remotely are not eligible and do not receive weather and safety leave when a closure is announced. Instead, they must work from their alternative worksite for the entire workday, take leave (paid or unpaid) or other paid time off, or use a combination of work hours and leave or other paid time off unless one of the exceptions discussed further in this section applies.
- C. Weather and Safety Leave:
 - 1. Employees with an approved WFA scheduled to report to the agency worksite will be required to work from their alternative worksite in the event of a weather and safety emergency. If the employee cannot safely perform work (e.g., power outage due to a storm, flooding, local security concerns, or other related emergencies), they must request weather and safety leave.
 - 2. Employees with an approved WFA who may be onsite at the agency worksite during a weather and safety emergency may be required to resume working upon arrival at their alternative worksite and complete their tour of duty.
- D. Work Schedule Changes:
 - 1. When an employee is scheduled to telework at the alternative worksite and, either by their own choice or at the direction of a supervisor, they travel to a different location to work, such as to a meeting, to training, etc., they are not in a telework status. Such situations constitute an extemporaneous work schedule change. They are commuting to the Government's place of business. The rules regarding commuting expenses apply.

990-1-130 Continuity of Operations Plan (COOP)

An OpDiv/StaffDiv Continuity of Operations Plan (COOP) must cover telework and remote work consistent with the HHS [COOP](#) administered by the Administration for Strategic Preparedness and Response (ASPR).

Employees designated as mission critical may be required to report to the agency worksite in the event of the activation of a COOP.

990-1-140 Workplace Flexibilities Approval, Denial, Suspension and Termination

Participation in the HHS WFP is voluntary and extended to provide the flexibility required of a changing workforce. The supervisor or the employee may terminate a WFA at any time. Reasons for termination may include circumstances wherein the arrangement is no longer conducive to the organization's business needs, the employee's performance diminishes, or the employee's circumstances change, and they request an adjustment.

- A. An employee must request approval from their supervisor, consistent with Section 990-1-60, to participate in the WFP.

- B. An employee's request the supervisor must provide the employee a written notice detailing the for workplace flexibilities may be approved consistent with the requirements in Section 990-1-60.
- C. If a request is denied or modified, reason(s) for the decision within five work days of the disapproval or modification.
- D. A WFA must be terminated by the supervisor under these circumstances:
 - 1. If the employee has been officially disciplined for being absent without leave for more than five (5) days in any calendar year. For purposes of this Instruction, the term "official discipline" refers to a disciplinary action that results in the placement of a document in an employee's official personnel file (eOPF).
 - 2. If the employee has been officially disciplined for violations of the Standards of Ethical Conduct for Employees of the Executive Branch ([5 C.F.R. § Part 2635 - PDF](#)) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
 - 3. If telework or remote work continues to diminish employee or agency performance, even after attempts to mitigate such diminishment have been attempted.
 - 4. Where applicable, the employee does not comply with the terms of their WFA or the CBA.
 - 5. If the business needs of the employee's job change and/or the work or some portion is no longer portable or requires in-office presence.
- E. If a WFA is being terminated, the employee will receive a reasonable amount of time to make arrangements to report to the agency worksite daily. At a minimum, this should be a full bi-weekly pay period for telework employees and for remote employees whose alternative worksite is located within the local commuting area of the agency worksite, and two (2) full bi-weekly pay periods for remote employees whose alternative worksite is located outside the local commuting area of the agency worksite.
- F. Suspension of Telework or Remote Work. The agency mission may require a suspension of telework or remote work due to an emergency. Examples may include but are not limited to, a national emergency, a mission-critical-related emergency, a new mission, or program establishment, etc. In these unusual situations, the agency will provide written notice and endeavor to provide the impacted employee(s) with as much advance notice as possible.
- G. Remote Worker WFA Termination
 - 1. If the WFA of a remote worker is terminated because the arrangement no longer meets the agency's business needs, and the remote worker's official station is not within the local commuting area of the agency worksite to which the employee is reassigned, then the employee is entitled to mandatory relocation expenses as might be prescribed by the Federal Travel Regulation and Department Travel Policy.
 - 2. When a remote worker's official station is within the local commuting area of the agency worksite, relocation is not authorized or allowable, including upon termination of a WFA.
 - 3. If a WFA for remote work is terminated for cause such as poor performance or conduct violations, and the supervisor elects to reassign the employee to the agency worksite, the employee is not entitled to relocation reimbursement,

regardless of whether the remote worker's official station was within the local commuting area of the agency worksite.

990-1-150 Training Requirement

All HHS employees are required to complete annual workplace flexibilities training (available in the HHS Learning Management System) to participate in the WFP and to ensure the readiness of the HHS workforce to telework in the event of an emergency or continuing operations environment.

990-1-160 Documentation, Reporting, and Accountability

- A. Documentation. Records associated with personnel actions, including WFA's and documentation sufficient for third-party reconstruction purposes, must be retained according to the National Archives and Records Administration (NARA), [General Records Schedule \(GRS\) 2.3, Item 040, Employee Relations Programs' Administrative Records - PDF](#). Generally, all records created each year must be retained until replaced or cancelled, or one (1) year after the end of the employee's participation in the program, whichever is sooner. Records involved in litigation and grievance processes may be destroyed only after official notification from OPM, the Department of Justice, the courts, the Office of the General Counsel, etc., that the matter has been fully litigated or resolved and closed.

Designation of workplace flexibility status must be documented within the HHS time and attendance system as OPM reporting requirements require, in accordance with HHS Timekeeping Guide.

- B. Accountability.
1. Each OpDiv/StaffDiv shall identify a Workplace Flexibilities Program Manager (WFPM) whose responsibilities shall include, but are not limited to:
 - a. Ensuring their servicing OpDiv/StaffDiv is adhering to the requirements in this Instruction.
 - b. Establishing annual goals in coordination with the Department's WFPO for participation in each program area (e.g., remote work, routine telework, situational telework, and flexible work schedules) and outcomes in productivity, employee engagement, and recruitment and retention.
 - c. WFP agency data is required for agency reporting via the time and attendance system to HHS leadership, Congress, OMB, OPM, etc. Reporting data includes the number of employees approved as designated for participation in positions eligible for remote work, hours worked at the agency worksite, etc.
 - d. Conducting an annual evaluation of the WFP to determine the impact on organizational performance, employee engagement, and recruitment and retention.
 - e. Ensuring all training requirement for the program are met and have successfully been completed.

2. ASA/OHR will conduct periodic accountability reviews to analyze compliance with this Instruction, OPM policy guidance, and applicable Federal laws and regulations.

C. Reporting.

HHS is required to report agency WFP participation data annually to OPM. ASA/OHR collects relevant data quarterly from OpDiv/StaffDivs to meet OPM's annual reporting requirements. WFPMs are required to submit a WFP report at Telework@hhs.gov upon request of ASA/OHR. Reporting elements include:

1. The number of employees participating in the WFP.
2. An assessment of progress in optimizing the WFP and other goals relating to:
 - a. Emergency readiness
 - b. Energy use
 - c. Recruitment and retention
 - d. Performance productivity
 - e. Employee attitudes and opinions regarding remote work
 - f. Best practices in OpDiv/StaffDiv remote work program

Contact telework@hhs.gov for additional questions.

Appendix – Mission Critical Occupations (MCO) Eligible for Remote Work Without Board Approval*

Government-wide MCO	HHS-specific MCO
Economists – 0110	Social Scientist -0101
Human Resources – 0201	Grants Management – 1109
Telecommunications (Cyber) – 0391	Mathematical Statistics – 1529
Computer Engineer (Cyber) – 0854	Statistics – 1530
Electronic Engineer (Cyber) – 0855	Attorney – 0905
Contracting Officer – 1102	Auditing – 0511
Computer Science – 1550	Data Science – 1560
Information Technology - 2210	Criminal Investigator – 1811

*OpDiv/StaffDiv

Department of Health and Human Services
Collective Bargaining Agreement(s) –
Telework Provisions

ARTICLE 35 - TELEWORK / REMOTE WORK

Section 1. Purpose

The Parties recognize the mutual benefits of a telework and remote work program to the Employer and its employees. Balancing work and family responsibilities, as well as meeting environmental, financial, and commuting concerns, are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Employer to accomplish its mission. The telework and remote work program will be governed by applicable laws, and Government-wide rules and regulations. Any telework and remote work program established will be a voluntary program, which permits employees to work at home or at other approved sites away from the office for all or a part of the workweek. Management and the Union strongly encourage supervisors to be creative in considering the use of telework and other workplace flexibilities.

Section 2. Eligibility

Participation in the Employer's telework and remote work programs is highly encouraged for those positions deemed eligible. Eligibility depends on job content (work to be performed) rather than on job title, grade level, type of appointment, or work schedule. An employee whose job is suitable for working from an alternate site and who meets the criteria in the CDC workplace flexibility policy is eligible to apply for telework or remote work.

Qualified employees who wish to telework or have a remote work arrangement must follow the Employer's policy and apply to do so using the workplace flexibility management system and complete the appropriated sections related to their request. Teleworkers must submit renewals on an annual basis.

Section 3. Implementation

An employee participating in workplace flexibilities must have an approved Workplace Flexibility Agreement and Home Safety Checklist. The parties agree to operate in accordance with the CDC Workplace Flexibilities policy, as revised 04/11/2022.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Centers for Medicare and Medicaid Services (Agency or CMS) and the American Federation of Government Employees, Local 1923 (Union), collectively referred to as the "Parties," pursuant to the statutory authority of the Federal Service Labor-Management Relations Statute (FSLMRS), Chapter 71 of Title 5 of the United States Code.

In response to the April 13, 2023, Office of Management and Budget MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES - Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments, the Parties desire to quickly and efficiently negotiate the impact and implementation of CMS' increased onsite presence initiative for all bargaining unit employees since leaving its offices on March 16, 2020, due to the COVID-19 pandemic. To that end, the Parties agree to the following:

1. Effective March 10, 2024, employees will start returning to the workplace (a CMS office location (e.g., headquarters, regional or satellite office)) if they reside within the locality pay area defined by the Office of Personnel Management (OPM).
 - a. The position designation of employees who live within the locality pay area of an Agency office location will be changed to telework and they must report to the office two days per pay period. In accordance with Article 29, Section 9 of the 2023 CBA, their Workplace Flexibilities Agreement will be updated to reflect the two (2) days that they will report to the office.
 - b. The Agency agrees to provide written guidance and training on the use of its on-line space reservation system at least two full pay periods before the return to the workplace date.
2. The position designations of employees who were designated as remote-outside the commuting area (R-O) and were approved by their manager to relocate to a location in another locality pay area, or were hired into another locality pay area, will remain remote and will not have their position designations changed to telework.
 - a. Employees whose position designations will remain remote may be required to report to an Agency office location for such things as collaboration, training, meetings with contractors, etc., as determined appropriate by their manager. All travel expenses will be paid in accordance with Article 8 of the 2023 CBA.
 - b. Employees who were previously approved for the Fulltime Telework Program (FTP) contained in Article 29, Section 12 of the 2017 Master Labor Agreement (MLA) and were approved to move to a location in another locality pay area, will have their position designation remain as remote and they will not be asked to relocate.


- c. All employees who perform survey duties, including Life Safety Code Officers, more than 70% of their total duty hours will have their position designated as remote.
- 3. Employees who have their position designations changed to telework and experience a personal hardship can submit a hardship request in accordance with Article 26, Section 10.C. of the 2023 CBA or apply for a reasonable accommodation if appropriate. The Agency agrees to waive the requirement that employees be employed by CMS for 1-year prior to being eligible for a hardship.
- 4. The Agency agrees to adhere to guidance and/or protocols related to employee health and safety (e.g., providing hand sanitizer and sanitizing wipes) issued by the Center for Disease Control and Prevention (CDC), the Department of Health & Human Services (HHS), the Safer Federal Workforce Taskforce, and/or other government agencies in connection with the COVID-19 pandemic.

This MOU is effective upon the signing of both Parties.

For the Union:

For the Agency:

Anita Marcel Autrey Date
President
AFGE Local 1923, AFL-CIO

 12/5/2023

John Czajkowski Date
Deputy Chief Operating Officer

Article 29: Workplace Flexibilities Program

Section 1. Workplace Flexibilities Program

The Workplace Flexibilities Program (WFP) promotes the use of telework and/or remote work to provide work/life balance for employees.

Section 2. Definitions

- A. Telework - Telework is an arrangement in which an employee, under an approved Workplace Flexibilities Agreement (WFA), is scheduled to perform work at an alternative duty station (ADS) on a regular, recurring, or episodic basis, as approved by their manager. The Agency has three types of telework programs: (1) Episodic Telework; (2) Scheduled Telework; and (3) Medical Telework.
- B. Remote Work - Remote work, a form of telework, is an arrangement in which an employee, under a WFA, is scheduled to perform their work at an ADS and is not expected to perform work at an Agency worksite on a regular and recurring basis. A remote worker's ADS may be within or outside of the commuting area, as approved by their manager. The ADS is typically the employee's home address.
- C. Workplace Flexibilities Agreement (WFA) - A written agreement between an employee and the Agency that allows an employee and their supervisor to establish a telework or remote work arrangement in accordance with this Agreement.
- D. Agency Worksite - The official Agency location to which an employee is assigned and normally performs their work activities. The term regular worksite is also used to describe the Agency worksite.
- E. Alternative Duty Station (ADS) - An employee's approved telework site, or for a remote worker, the approved remote worksite (e.g., an employee's residence).
- F. Commuting Area - The geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which an employee lives and can reasonably be expected to travel back and forth daily to the Agency worksite.
- G. Episodic Telework - A workplace flexibility allowing an employee with an approved WFA to request to telework on an as needed basis. Unlike scheduled telework, episodic telework occurs sporadically on an irregular basis.
- H. Medical Telework - A workplace flexibility in which an employee performs work at their ADS for a specified period of time if they suffer from a temporary (generally lasting no more than 3 months) personal injury or illness that prevents the employee from commuting to the official duty station or that would make it difficult or impossible for the employee to perform an entire day's work at the official duty station, but that would not preclude the employee from performing their official duties at an ADS.
- I. Official Duty Station - The official duty station (ODS) is generally the Agency worksite for most employees, including those who telework. For a remote worker, the ODS is

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generally the ADS to which the employee is assigned and documented in Item 39 on the employee's Notification of Personnel Action, Standard Form (SF) 50.

- J. Scheduled Telework - A workplace flexibility in which an employee, under an approved WFA, is scheduled to perform their work at an approved ADS on a regular and recurring basis.

Section 3. General Telework & Remote Work Provisions

- A. The Workplace Flexibility Program (WFP) is designed to promote improved morale, organizational effectiveness, and provide employees the ability to balance work and family responsibilities. Available workplace flexibilities are a privilege and not a right.
- B. CMS supports workplace flexibilities to promote the Agency's mission and strategic goals, improve costs, increase productivity, reduce environmental impacts, decrease commuting costs, improve employee turnover and absenteeism, and create a flexible work environment to increase the efficiency and effectiveness of Agency operations.
- C. Decisions concerning employee participation in the Agency's WFP will be based upon such business-related factors as portability of work, individual performance, and productivity, efficiency and effectiveness, and impact on performance of the Agency's mission.
- D. The Agency retains the authority to review and change an employee's continued participation in the WFP, consistent with the provisions of this Article.
- E. The tour of duty for the Agency's WFP will be the same as that established in accordance with Article 10, Hours of Work, of this Agreement.
- F. Full-time and part-time employees on any of the Agency's flexible or compressed work schedules are eligible to participate in the WFP, subject to the eligibility criteria and conditions set forth in this Article.
- G. Employees on a flexible work schedule may earn credit hours while working at an ADS, subject to the requirements in Article 10, Section 6 of this Agreement.
- H. Participation in the program is voluntary and an employee may withdraw their WFA at any time through the Agency's WFP system.
- I. Employees who are regularly scheduled to be out of the office 2 days or more per week for any reason(s) except official travel (e.g., telework/remote work, part-time schedule, alternative work schedule), do not have guaranteed assigned space. Employees who do not have an assigned space will utilize CMS' reservation system to reserve a cubicle, collaboration space, offices and/or conference rooms and may be required to use hoteling stations, hot desks, or work from an alternative location at any time.
- J. When an employee is approved to participate in the Agency's WFP, that approval is based on the employee's current position and duties, and approved ADS location on the WFA.
- K. Employees must have an approved, accurate, and up-to-date (e.g., correct ADS location, etc.) WFA prior to working in any of the Agency's WFPs.

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1. In the event an employee's position or ADS address changes, their WFA is automatically terminated and the employee must submit and obtain approval for a new WFA.
 2. A WFP participant should confirm if a new position is eligible for the desired flexibility before accepting it.
 3. An employee should recognize that there is no guarantee that they will be approved for a change in their ADS, and must obtain approval for any change in an ADS *prior to* planning any move.
 4. Employees and managers will meet each year, in January, to review the employee's WFA to ensure it is still accurate, valid and supports the mission of the Agency. A WFA may be denied by the manager and the employee may be required to report to the Agency worksite for failure to comply with the WFA, meet any of the eligibility criteria, to adhere to required responsibilities, or to comply with other provisions of this Article, including those reasons listed in Section 9.
- L. During periods when the employee's Agency workplace is undergoing construction or renovation, the Agency may require employees with a WFA to work from an approved ADS location.
- M. For employees participating in the WFP, the address on the WFA is their ADS. Employees may not work at any other ADS without prior management approval. Employees may request approval from their first-line manager to work at an ADS within the same locality pay area. On rare occasions, but no more than three times per year, at the second-level manager's discretion, employees may be approved to work from another ADS location outside of their approved locality pay area, which will normally last no more than 2 weeks. Approval can be granted via email and does not require changing an employee's WFA.
- N. For employees participating in remote work, the address on their WFA becomes their official duty station and will determine their locality pay.
- O. Employees that participate in the Agency's WFP who do not receive advance approval for changes to their ADS or duty station location are subject to removal from the WFP.
- P. Prior to participating in the WFP, an employee must complete workplace flexibilities training, as directed by the Agency. The Agency will send out a Broadcast to all employees to inform them of the training requirement and to provide the link to employees.
1. Training will be provided to all participants. Training will address workplace flexibility guidelines, participant responsibilities, strategies for working successfully at a remote location, and IT equipment and support.
 2. Participants and managers may be required to attend additional in-person and web training to support the success of the WFP.
 3. Prior to implementation, the Union will be given the opportunity to review the training materials for all courses and provide input. The Agency will give consideration to the Union's input before the course material is finalized.

- Q. While working from an ADS, employees are still considered on duty time; therefore, in case of an injury, Worker's Compensation rules may still apply. Liability will not be assumed by the Agency for damage or repair of personal items owned by the employee while working from home.
- R. Upon request to the Agency's Labor Relations Officer or their designee, the Agency will provide the Union with a copy of WFP reports.

Section 4. Episodic Telework Program

- A. Episodic telework may be approved for regular work or special assignments on a short-term basis that can be performed at the ADS, as determined appropriate by the manager, or during inclement weather. The address on the WFA will be the ADS location where the work is performed.
- B. Requests for episodic telework must meet the eligibility conditions, criteria, and factors listed in Section 6 of this Article.
- C. In accordance with Article 26, Section 10.C. of this Agreement, extended episodic telework up to 90 days may be an option for employees experiencing a personal hardship.
- D. All tasks proposed for episodic telework must be able to be performed seamlessly at the ADS (e.g., without interruption due to lack of access to specific CMS systems or resources). A request for episodic telework must be made to the manager within a reasonable time in advance, but normally no later than the day before the requested episodic telework.
- E. Employees must submit separate requests for each occasion for which the employee is requesting to participate in episodic telework using the Agency's online WFP system. If the system is not available, the employee may request episodic telework by contacting their manager via email. If the manager grants approval, the employee will complete the form in the system no later than close of business the day of their return to the office.
- F. Episodic telework requests will be approved or denied within a reasonable time, normally no later than 1 day prior to the requested episodic telework. If a request for episodic telework is denied, the manager will note the reason(s) for the denial in the WFP system.
- G. Additional days of episodic telework are permitted due to inclement weather. In such cases, employees do not have to change or cancel their scheduled telework day.

Section 5. Scheduled Telework Program

- A. Scheduled telework is one of the Agency's telework programs under which an employee may request to work from an ADS 1 or more days of the week on a recurring, regular weekly basis. The manager will assess the extent of the portability of the work, which will determine, among other factors, the maximum number of appropriate scheduled telework days for the requesting employee. Consistent with provisions of this Article, the manager retains the authority to review an employee's participation in STP at any time.
- B. Employees that elect to work the 8 ½-hour flexible schedule may request up to 8 days of scheduled telework per pay period. Employees that elect to work the 9 ½-hour

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compressed schedule may request up to 7 days per pay period and employees on the 10 ½-hour compressed schedule may request up to 6 days per pay period.

Section 6. Criteria for Participating in and Remaining Eligible for the Workplace Flexibilities Program

- A. The employee's most recent performance rating of record must be, at a minimum, a rating of "Achieved Expected Results (AE)" and the employee must maintain at least that level of performance throughout the period in which the individual is participating in the WFP. An employee rated Partially Achieved Expected Results can request that their performance be re-assessed after a minimum of 30 calendar days to determine if their performance has increased to AE.
- B. The employee must not have been disciplined for being Absent Without Leave (AWOL) for more than 5 days in any calendar year.
- C. The employee must not have ever been officially disciplined for downloading, viewing, or exchanging pornography, including child pornography, on a Federal government computer or while performing official government duties.
- D. The employee must not have been issued any disciplinary or adverse action (other than a reprimand) within the previous 12-months. However, at the manager's discretion, an employee may continue to participate in the WFP after being disciplined.
- E. If an employee wants to change their WFA, they must ensure that they receive approval for the change and that the Agency's WFP system reflects their revised WFA.
- F. If an employee is suspended or removed from the WFP, they may not request or be considered for the WFP for a minimum of 1 year from the date of their removal, except in accordance with Section 6.A. above. However, at the manager's discretion, an employee may be approved to resume participation after 6 months.
- G. The employee must meet the criteria for participation, including their manager's expectations, to retain telework/remote work privileges, such as responsiveness (e.g., to emails, phone calls, or other collaboration tools such as Zoom or Zoom chat, Slack), working only from an approved ADS, flexing in and out only with notice, etc.

Section 7. Remote Work

- A. Remote work allows an employee the flexibility to work from a single approved ADS within or outside the local commuting area of the Agency worksite.
 - 1. Positions may be designated as remote inside the local commuting area of the Agency worksite if there is some frequency with which the position requires collaboration or other onsite presence. For these positions, employees must have an ADS within the local commuting area.
 - 2. Positions may be designated as remote outside the local commuting area of the Agency worksite if the position requires a less frequent onsite presence, e.g., one or two times per year. For these positions, employees are not required to have an ADS within the local commuting area. However, they must reside within the United States or its territories.

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B. The official duty station for an employee with an approved WFA for remote work is the employee's approved ADS. The approved ADS will determine the employee's locality pay.

1. Employees must submit a new WFA any time there is a change to their ADS. Employees may not begin working at a new ADS until it has been approved by their manager.
2. Any change to an employee's locality-based pay will take effect the first full pay period following approval of the new ADS.
3. An employee's failure to report a change to their ADS may result in the suspension or termination of the employee's WFA.

C. Employees with a WFA for remote work may be required to report to their official Agency worksite, as determined appropriate by their manager. When such determinations are made, employees will be required to report and travel expenses will be paid in accordance with Article 8 of this Agreement.

1. Employees who are designated as remote and live less than 50 miles from the Agency worksite will not be eligible for travel reimbursement when commuting to and from the Agency worksite.
2. If the employee lives more than 50 miles from the Agency worksite or is required to be in a travel status for 12 hours or longer, the employee is entitled to per diem in accordance with Article 8 of this Agreement.
3. If the Government Services Administration issues new travel regulations or HHS updates the HHS Travel Policy Manual, the Agency will provide notice to the Union, and upon request, bargain in accordance with Article 4 of this Agreement and to the extent required by law.

D. Compensatory Time Off for Travel

Remote employees required to travel away from their ADS may receive compensatory time off for travel if the travel requires the employee to be in a travel status and such time is not otherwise compensable.

E. Relocation Expenses and Reimbursements

Participation in the WFP is voluntary. Employees are responsible for any and all expenses that may be incurred due to their voluntary relocation or change in ADS.

F. Termination of Remote Work

An employee's WFA may be terminated for failure to meet any of the eligibility criteria, to adhere to required responsibilities, to comply with the provisions of this Article, or the employee may terminate their WFA at the end of any pay period.

1. When a manager terminates an employee's WFA that is designated as remote outside, they will have up to 90 working days from the date of official written notification to relocate. Employees may request an additional 30 working days, if needed. Employees designated as remote inside will be given one pay period to report to the office. This time period may be extended by the manager for an

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additional pay period. Managers will consider an employee's input when deciding to which office the employee must report.

2. When the WFA is terminated by the supervisor for an employee designated as remote outside because the arrangement no longer meets the business needs of the Agency, and the supervisor requires the employee to relocate to the Agency worksite or another official Agency worksite, the employee is entitled to relocation expenses in accordance with Article 8 of this Agreement and applicable Federal travel regulation.
3. An employee may terminate their current remote work WFA and submit a WFA requesting telework at any time, i.e., an employee may request to change from remote work to telework, provided they meet the requirements of this Article. Employees may request to change their WFA up to two times per year.

Section 8. Workplace Flexibilities Requesting Procedures

- A. Before submitting a WFA, the employee and their manager will meet to discuss the Agency's WFP requirements and the provisions of this Article, including the eligibility criteria, the terms and conditions for participation, and employee responsibilities. At this meeting, the employee and their manager will also discuss the requirements contained in the WFA that the employee will finalize and submit online for final review and adjudication.
- B. Employees are not eligible to participate in the WFP without an approved WFA. Requests to participate in the WFP will be made using the Agency's online WFP system.
- C. Individual employee participation will be decided on a case-by-case basis. If an employee's request to participate in a WFP is denied, the manager will indicate the reasons for disapproval within the Agency's online WFP system. Requests will be approved or denied within 10 working days of submission online.

Section 9. Employee Responsibilities & Terms and Conditions

The employee must adhere to the following while working at their ADS under any of the WFPs defined by this Article:


1. The employee will follow Agency time and attendance and leave policies at the ADS as though they were at the Agency office location.
2. The employee will inform their manager, within 30 minutes, whenever problems arise that adversely affect their ability to perform work at the ADS.
3. The employee will adhere to the Standards of Conduct for Executive Branch Employees and any other Agency policies while working at the ADS.
4. The employee will not request others who remain physically in the office to accomplish tasks which are the responsibility of the employee.
5. The employee will not engage in any non-governmental activities while in an official duty status at the ADS. This includes caring for a child, assisting a child with their home schooling and/or virtual learning, providing elder care, or

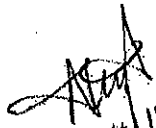
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conducting personal business, except as provided for in Section 14.D. of this Article.

6. The employee will keep their WFA up to date, including providing the Agency with the approved ADS address, and will not change the ADS location without advance management approval.
7. The employee understands that if they are designated as a remote worker, their approved ADS is their official duty station and their locality pay will be set based on the address listed on the WFA and may be more or less than their current locality pay.
8. The employee may be required to report to an Agency office location, as instructed by their manager, for such things as collaboration with coworkers and customers, strategy sessions, face-to-face meetings, etc.
9. The employee may not travel outside of the United States and its territories with any government-furnished equipment (GFE), e.g. laptop or mobile device, without proper written approval and authorization from the Office of Information Technology's International Travel Team (International@cms.hhs.gov).
10. The employee may not utilize any GFE or any personal device to connect to CMS networks or perform any type of work on behalf of CMS while traveling outside of the United States and its territories, without proper written approval and authorization from the Office of Information Technology's International Travel Team (International@cms.hhs.gov).
11. The employee understands that their manager has the discretion to revoke their approval to participate in the WFP if they do not adhere to the requirements of their WFA and/or this Article.
12. The employee will check in/check out via email, or other CMS-approved software determined appropriate by their manager (e.g., Slack, Zoom, Zoom chat, etc.), using their government-issued laptop at the beginning/end of the workday with their manager while working at the ADS. If such technology is not available due to technical issues, the employee must contact their manager via telephone. If earning credit hours at the ADS, the employee will also check in/check out at the beginning/end of the credit hour period.
13. The employee will keep their Outlook calendar current and up to date so that their availability is shown on the Scheduling Assistant for anyone trying to arrange a meeting. Employees may also be required to use shared calendars or other technology required by their manager to document their work schedule and/or any time out of the office, e.g., leave, training, etc. Managers may not require employees to share the type of leave being used and/or the reason the employee will be out of the office.
14. The employee will provide a designated work area at the ADS adequate for the performance of their official duties which they certify to be a safe working environment, free from any hazards or obstacles. The employee will also confirm that their workspace contains a smoke detector.


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15. Employees will be provided a Zoom soft phone to be used for all official government business. Employees must not use a personal phone number for official government business. Employees' Zoom phone numbers will be uploaded to the Agency's Global Address List and given to internal and external customers so that during regular working hours, they are fully accessible.
16. The employee must maintain appropriate internet access to enable seamless use of Agency technologies.
17. Communication with external partners must be seamless. All employees are responsible for making arrangements to be responsive to external partners at no additional cost to the Agency.
18. The employee will respond to phone calls and emails in a timely manner and consistent with normal office practices and workload.
19. The employee will furnish and maintain all equipment deemed necessary by the manager to perform at the ADS.
20. The employee must use their Agency-assigned laptop at the ADS for the completion of work.
21. The employee will permit the Agency to inspect the ADS during the employee's regular working hours to ensure compliance with the WFA, proper maintenance of Government-owned property, and/or conformance with safety standards.
22. The employee will assure that if any Government-owned equipment is used at the ADS, it will be used only for authorized purposes.
23. The employee will follow standard security procedures when removing official records from the official duty station. The employee will assure that records and files are secure in order to protect against unauthorized access or disclosure.
24. The employee will be liable for damage to any Government-supplied property, including equipment at the ADS, in the same way the employee may be held liable at the official duty station. If Government-supplied property is damaged at the ADS, the employee will return it to their official duty station for repair or service.
25. The employee is responsible for all operating costs, home maintenance, and any other incidental costs (e.g., utilities, internet, cellular, long distance costs) associated with the use of the home for business purposes.
26. The employee will safeguard Agency equipment, and sensitive, Privacy Act, or proprietary information that is accessed from the ADS. Sensitive, Privacy Act or proprietary information includes, but is not limited to, individually identifiable information such as names, addresses, social security numbers, and health insurance claim numbers of Agency beneficiaries, medical or other personal Agency beneficiary information, personnel information, and individually identifiable financial information.
27. As specified in Article 35, employees are required to use specific technology and/or software (e.g., software for collaboration and communication, such as

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video, instant messaging, document sharing, etc.), as directed by the manager, to perform Agency work, participate in training, and/or attend meetings.

28. The employee will be responsible for returning all government-issued equipment and property if their employment with CMS ends, including but not limited to, laptops, iPhones, PIV cards, etc. All such items must be brought or mailed to the nearest Agency office location. The employee understands that CMS may pursue debt collection procedures against them if they fail to return Agency-provided equipment.
29. The employee understands that their WFA will be reviewed annually by their manager, in January of each year, and at any other time necessary (e.g., a change to their ADS or position, a change in work assignments, failure to meet eligibility requirements, etc.). If an employee's WFA is revoked, the employee understands that they may be required to return to an Agency office location. Managers will consider an employee's input when deciding which office the employee must report.
30. The employee understands that if they are designated as remote and live less than 50 miles from the Agency worksite, they will not be eligible for travel reimbursement when commuting to and from the office.
31. If the employee has an approved reasonable accommodation which allows them to participate in the WFP, the approved Reasonable Accommodation WFA will supersede the Agency's WFA.

Section 10. Changes to, Suspension of, and/or Removal from the Workplace Flexibilities Program

- A. A manager may change an employee's WFA arrangement (frequency or days) based on:
 1. Changes to the portability of the work;
 2. Operational needs;
 3. Documented concerns with the employee's performance of assigned work; or
 4. The criteria listed in Section 6.
- B. A manager may temporarily suspend telework or remote work for individual employees or groups of employees when they determine that operational needs or work requirements necessitate such action for a specified period of time (e.g., due to meetings, training, conferences, mission-critical projects, etc.). If the circumstances requiring such action permit, the manager will provide the employee(s) with advance notice of at least 2 weeks and will limit this change to as short a time as necessary to meet operational needs or work requirements.
- C. The Chief Operating Officer may change, suspend, or terminate any employee WFAs due to a decline in Agency productivity or core mission failures.
- D. The reason(s) for the change to, suspension of, or removal from an employee's approved workplace flexibilities arrangement will be provided in writing, if requested by the employee.

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E. These situations are all distinct from Call Backs in Section 11.

Section 11. Call Backs from Telework and Remote Work

- A. Any employees on telework or remote work may be called back from their ADS when, due to an urgent and/or unforeseen circumstance, the Agency determines the employee must report to their Agency worksite for a meeting or to perform work that management determines cannot otherwise be performed at the ADS.
- B. If the Agency determines that the employee needs to report to their Agency worksite due to a business exigency, the employee will report generally within 3 hours of notification, or as soon as practical based on the location of the ADS. If the call back occurs at the end of the employee's workday, the employee must report no later than the next business day. If the employee is designated remote outside, travel, if necessary, will occur after a travel order is approved in the Agency's electronic travel system (ETS) or by the Travel Management Center (TMC) and the employee is issued a cash advance, if authorized, or Government contractor-issued travel charge card if they do not have one.
- C. When the Agency calls an employee back, the time spent in travel to return to the Agency worksite from the ADS is considered duty time.
- D. Employees approved to work at an ADS in a geographic area outside of their Agency worksite are not subject to the call back provision defined in this Section.

Section 12. Medical Telework Program

- A. An employee may request to work at an ADS for a specified period of time because of a temporary personal injury or illness of the employee. This type of episodic telework, which is distinct and fully separate and apart from episodic telework in Section 4, is known as the Medical Telework Program (MTP).
- B. An employee may request to perform work at home for a specified period of time if they suffer from a temporary (generally lasting no more than 3 months) personal injury or illness that prevents the employee from commuting to the Agency worksite or that would make it difficult or impossible for the employee to perform an entire day's work at the Agency worksite, but that would not preclude the employee from performing their official duties at home.

Note: In emergency situations, episodic telework may be granted by the manager to allow the employee time to obtain and submit the medical documentation required to process a medical telework request.

- C. The employee must submit a written request to their manager using the Agency's Medical Telework Program (MTP) form (Form CMS-20025).
- D. The employee must also obtain administratively acceptable medical certification in support of the request. Employees may use the MTP Form CMS-20025Q, or obtain their own certification, which will, at a minimum, specifically provide:
 - 1. The specific nature of the illness or injury;
 - 2. The anticipated beginning and ending dates of the incapacitation;

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3. The anticipated date that the employee is able to begin working in the MTP;
4. The specific reason(s) why the employee is incapable of commuting to the official duty station and/or performing their duties at the official duty station for an entire day; and
5. A statement that the employee is capable of working at home, subject to any specific limitations.

NOTE: The above medical documentation is not submitted to the employee's manager. See Section I below.

- E. Based on the individual circumstances, the Agency may require additional medical certification deemed necessary to support the medical telework request.
- F. In determining whether the employee can effectively perform their work responsibilities at home, the manager also will consider all of the criteria for telework/remote work.
- G. Individual employee participation will be decided on a case-by-case basis.
- H. Generally, within 3 working days of receipt of an employee's medical telework request (Form CMS-20025 only), the employee's immediate manager will make a determination as to whether the employee's work is sufficiently portable to support the medical telework request, including any reasons for denial (if applicable), and provide a copy to the employee.
- I. The employee will send the completed medical telework form and their medical certification or Medical Certification Questionnaire (Form CMS-20025Q) to the medical telework resource box (MedicalFlexiplace@cms.hhs.gov), or send it via facsimile (410-786-9549) or mail (mailstop N3-21-07).
- J. Within 3 working days of receipt of the required medical telework forms and sufficient documentation, the CMS designated management official will render a decision on the medical telework request and provide a determination to the employee's manager.
- K. The employee's manager will furnish to the employee a copy of the determination within 2 working days of the decision. If the request is denied, a reason will be provided.
- L. Employees working medical telework must comply with all provisions and employee responsibilities contained in this Article.

Section 13. Accountability

- A. The Parties agree that employees participating in the Agency's WFP perform the same duties as their counterparts working in the office. The Agency will use the same performance standards for employees working outside of the Agency worksite as are used for employees who perform the same work at the Agency worksite.
- B. While not required, at the end of the workday, managers may exercise the discretion to obtain from employees a brief summary description of the employee's work performed while teleworking or working remotely.

Section 14. Emergency Closing/Late Openings/Early Dismissals

This Section governs all employees with WFAs, whereas, Article 31, Section 11 applies to employees who do not have a WFA.

- A. Participation in the WFP is voluntary. Employees with a WFA are required by the Agency to work at an approved ADS in case of:
 - 1. A full day building closure;
 - 2. An early building closure; or
 - 3. A delayed opening (inclement weather or in other emergency situations).
- B. Employees who have an approved WFA are not eligible to receive administrative leave, except as described in Section 14.E. They will be expected to either take approved (liberal) leave or complete their entire tour of duty at their ADS, or a combination of both. In the case of a delayed opening, employees can complete their full day from the ADS or start the day from the ADS and complete their tour of duty from the building, once open.
- C. Employees who would otherwise be required to work under this Section, but were previously scheduled to take leave on the affected day, are not entitled to any administrative leave for the day.
- D. In the case of a pandemic event, building closure, or an emergency situation, eldercare or childcare restrictions may be waived for employees who are working from an ADS.
- E. On a case-by-case basis, the Agency may excuse an employee from duty during an emergency situation or weather-related building closure if the employee faces a personal hardship that prevents them from working successfully at the ADS (e.g., disruption of electricity, loss of heat, etc.) or if the employee's duties are such that they cannot continue to work without contact with the regular worksite.
- F. When a Continuity of Operations Plan (COOP) or national emergency is declared for the Agency, it supersedes this Article for the impacted location(s). For instance, the Agency may require employees to work at an ADS when a COOP is in effect or there is a pandemic.

Section 15. Supplies and Correspondence

- A. Components are encouraged to provide supplies to remote work participants. Appropriate supplies would include paper, folders, pens, and pencils. Office furniture and equipment (e.g., printers and printer cartridges) are not considered supplies under this Agreement and will not be provided by the Agency.
- B. Remote work participants may order supplies through their components' regular supply requesting procedures. CMS may ship supplies to an employee's approved ADS.
- C. In accordance with Article 35, employees must only use government furnished technology, such as equipment, software, applications, and online services to conduct Agency business. Employees have further responsibilities to use technology consistent with Section 9 of this Article. However, under this Article, to the extent required to perform their work, employees must furnish their own printers and other equipment

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provided the employee obtains approval (via a request to the IT Help Desk) to use such equipment.

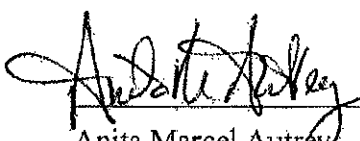
- D. All official government mail must be processed through the CMS mailroom and is the property of CMS.
1. Employees may not have official government documents mailed directly to their ADS. Additionally, no original hard copy records may be stored at the ADS. All official government records must be maintained in accordance with CMS' Policy for Records & Information Management.
 2. Employees may not mail official government documents from their ADS to a third party.

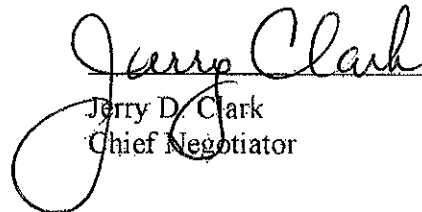
Section 16. IT Support

- A. Employees will use CMS-issued IT hardware (i.e., laptop computer) and software (e.g., software for printing), and be provided with support through the IT Help Desk in the same way as if they were in the office.
- B. If an employee has an IT issue that cannot be resolved remotely, an employee whose ADS is less than 80 miles from an Agency office location will be responsible for bringing the equipment in for resolution. Time spent in travel is considered duty time.
- C. If the employee's ADS is 80 miles or more to an Agency office location, the hardware must be mailed in to the closest CMS office for repair or replacement at the Agency's expense (CMS will provide postage paid packaging). To ensure a continuous workflow during the repair of an employee's equipment, the Agency will ship replacement hardware overnight to the employee's ADS. If the employee does not have work that can be accomplished at their ADS, they may be required to take leave while waiting for the replacement equipment to arrive.
- D. CMS will not provide on-site or at home technical support other than telephone technical guidance.

For the Union:

For the Agency:

 April 14, 2023
Anita Marcel Autrey Date
Chief Negotiator

 4/18/23
Jerry D. Clark Date
Chief Negotiator

- A. Names of members for whom deductions are made, and amounts;
- B. Total number of members for whom dues are withheld;
- C. Total amount withheld; and,
- D. Amount remitted.

8.7 Extension of Dues Withholding Provisions

If the parties are negotiating a new Agreement at the time this Agreement would otherwise terminate, the dues withholding provisions contained in this Article shall be extended until a new Agreement is reached.

Article 9. Equal Employment Opportunity

The Agency recognizes and agrees to adhere to its obligations under Title VII of the Civil Rights Act (29 CFR 1614), the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, and all applicable laws, regulations, Executive Orders, and CDC policies to promote equal employment opportunity and prohibit discrimination, harassment, and retaliation.

Article 10. Reasonable Accommodation for Employees with Disabilities

The Agency recognizes and agrees to adhere to its obligations under applicable federal law to provide reasonable accommodations to an otherwise qualified individual with a disability. All requests for reasonable accommodation shall be processed in accordance with applicable laws (e.g., Rehabilitation Act, ADAAA), regulation (e.g., 29 CFR 1614.203 and 29 CFR 1630), EEOC guidance, and CDC policy (CDC-GA-2001-06).

Article 11. Tours of Duty/Hours of Work, Alternative Work Schedules, and Telework

The Agency recognizes and agrees to adhere to its obligations under the applicable regulations (e.g. 5 CFR 630), Departmental instruction (e.g. the HHS Guide to Timekeeping and HHS Instruction 630-1), and CDC policy (CDC-HR-2018-01 and CDC-HR-2003-03).

Article 12. Regular, Irregular, or Occasional Overtime

Subject to existing regulations (e.g. 5 CFR 550), OPM guidance, and Departmental instruction (e.g. HHS Timekeeping Guide), the Agency may assign overtime among eligible employees and provide reasonable notice as possible. It is agreed that all employees may be required to accept overtime work on short notice in cases of emergency or unusual circumstances. Any hours in excess of the basic work requirement that management requires an employee to work must be compensated as either compensatory time or overtime.

Article 13. Holidays

The Agency recognizes and agrees to adhere to its obligations under the laws, regulations (5 CFR 550), applicable Executive Orders, and CDC policy (CDC-HR-2018-01) regarding holidays and holiday pay.

Article 14. Leave Administration

The purpose of this article is to prescribe the policies covering the different types of leave pertinent to all employees in accordance with applicable law and regulation. All leave and absence procedures shall be administered in accordance with 5 USC 63, 5 CFR 630, the applicable Departmental instructions (e.g. HHS

ARTICLE XXVIII
TELEWORK PROGRAM

Section 1
About the Program

The Parties recognize the mutual benefits of a telework program to the Employer and its employees. Balancing work and family responsibilities, as well as meeting environmental, financial, and commuting concerns, are among its advantages. In recognizing these benefits, both Parties also acknowledge the needs of the Employer to accomplish its mission. The Telework Program will be governed by applicable laws and Government-wide rules and regulations. The CDC “Telework Policy for Civilian Employees,” CDC-HR-2003-03, was established in cooperation with the CDC Labor/Management Cooperation Council to implement a telework program across CDC. This program allows civilian employees (noncommissioned corps) to perform duties from their home or other approved work sites. Employee participation is voluntary and subject to supervisory approval. When CDC policies specifically conflict with the terms of this Agreement, the Agreement will govern.

The terms telecommuting, telecommuter, flexiplace, telework, teleworking, and teleworker are used interchangeably.

Section 2
Position Eligibility

Upon request, Management shall provide to the Union a listing of all jobs as identified by law/policy/procedure that are eligible for telework.

Section 3
Denials

A denial at any level of authorization requires a written justification. The Employer will provide copies of denied requests to the Union, removing all personal identifiers. For denied requests, employees have the right to share copies with their Union representative. Upon request, a list of all approved teleworkers will be provided to the Union.

Section 4
Confidentiality Requirements and Restrictions

Employees will protect Government/Agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a, PHS 308(d), PHS 306, PHS 301(d), 42 U.S.C. 242m, 42 U.S.C. 242k, 42 U.S.C. 241, and CIPSEA.

Work including documents or files containing identifiers for persons or entities (e.g., survey participants and hospitals) cannot be removed from the official duty station, either in hard copy or through telecommunication.

Employees will take precautions to maintain confidentiality of data while teleworking and will protect all government records and data against unauthorized disclosure, access, and destruction. Employees will complete the annual Confidentiality training and certification.

Article 16: Telework

Preamble

The National Institute of Environmental Health Sciences (NIEHS) regards Employees' health and welfare as critically related to their ability to contribute to the Institute's mission. The Agency recognizes that telework can help NIEHS achieve its mission by reducing facility and energy costs, promoting operational efficiencies, reducing pollution, saving resources, increasing Employee morale, enhancing retention and recruitment, and improving the quality of life for our Employees.

Significant reasons for teleworking are to promote the NIEHS as an employer of choice; enhance the Agency's efforts to employ and accommodate people with disabilities, including Employees who have temporary or continuing health problems, or who might otherwise have to retire on disability; reduce office space, parking facilities, and transportation costs, including costs associated with payment of the transit subsidy; and improve the recruitment and retention of high-quality Employees through enhancements to their quality of life.

The Parties agree that the NIEHS telework program is intended to promote and maximize the effective use of telework. The Agency agrees that telework requests and approvals will be handled in a fair, equitable, and consistent manner.

Section 1.0 Policy

- A. For purposes of this Agreement, telework refers to an Employee's performing assigned duties at a location other than the official duty station. Such an alternative duty station (ADS) can include a government or private telework center, or the Employee's home, to name a few.
- B. Employees of the Agency may participate in telework to the maximum extent possible without diminished Employee performance. Optimizing telework to suit the needs of the Employee and Agency are expected and should be in compliance with this Article.
- C. Telework is a voluntary activity and Employees shall not be forced to telework.
- D. Eligible Employees, who have been approved to telework, may work a maximum of full-time or nearly full-time work schedule via telework. Employees may be allowed to work full or partial days on telework.
- E. When teleworking, the Agency shall treat Employees no differently than when they are working onsite.
- F. Any denials whatsoever of telework requests must be based on good business reasons and will be provided to the Employee and Union in writing with explicit reasons for their exclusion.
- G. The Union may dispute any Management determination under this agreement through grievance, ULP, EEO, or other appropriate methods.
- H. The Government will not be liable for damages to an Employee's personal or real property during the course of performance of official duties or while using Government equipment at the Employee's

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ADS, except to the extent the Government is held liable by [Federal Tort Claims Act](#) claims or claims arising under the [Military Personnel and Civilian Employees Claims Act](#).

- I. The Employee is covered under the [Federal Employees' Compensation Act](#) if injured in the course of actually performing official duties at the ADS. Any accident or injury occurring at the ADS must be brought to the immediate attention of the manager. Because an employment-related accident sustained by an Employee during a Telework Program assignment will occur outside the premises of the official duty station, the Agency must investigate all reports immediately following notification. The provisions of [Section 6.0 of Article 30, Workers' Compensation](#), of the Collective Bargaining Agreement (CBA), apply to all ADS-related on-the-job injuries.

Section 1.1 Eligibility

The Parties agree that an eligibility determination is a prerequisite for telework. Employees deemed eligible may apply for telework and, with Agency approval, may participate. The terms of participation are covered below in [Section 2.0](#).

All positions will be considered eligible to telework unless:

1. The Employee has been officially disciplined within the past two years for being absent without permission for more than five (5) days in any calendar year. The Agency may remove this restriction for an Employee if the terms of the discipline have been satisfied.
2. The Employee has been officially disciplined for violations of Subpart G of the [Standards of Ethical Conduct for Employees](#) of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

The Agency shall notify Employees of their eligibility status. For any position deemed ineligible, the supervisor shall provide a clear explanation in writing. Any positions in dispute shall be assessed as soon as possible and any changes will be made promptly and communicated to the Employee. Upon request, the Agency shall provide the Union with the current list of ineligible Employees.

Section 1.2 Definitions

- A. *Alternate Duty Station (ADS)* is the established and documented site from which the Employee will work remotely.
- B. *Approving Official* refers to an official within an institute/center (IC) who has delegated authority to approve (or deny) telework requests (may be someone other than the Employee's supervisor).
- C. *Ad Hoc-Situational-Episodic-Non-Regular-Intermittent Telework* refers to non-routine, non-regular arrangements. These telework periods occur on an as-needed basis or may involve tasks that are short-term or temporary in nature or may also involve recurring tasks that may not lend themselves to a regular telework schedule. . They may involve projects or infrequent, sporadic tasks. Special reports or analyses, one-time research projects, etc., are common examples.
- D. *Hoteling* refers to office space that has been designed to support multiple, transient workers who are not present in the office enough to require dedicated individual or shared office space.
- E. *Medical Telework* is regular, episodic, or ad hoc-situational telework done on a temporary basis while an Employee is recovering from an injury or illness.

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- F. *Official Duty Station* is the Employee's desk or the place where the Employee normally performs his or her duties.
- G. *Portable Work* is defined as official duties that may be done in a telework status without diminished performance. Portable work may involve partial or full day work.
- H. *Reasonable Accommodation Telework* may be regular, episodic, or ad hoc-situational telework, as appropriate.
- I. *Regular Telework* is the traditional arrangement where a regular, consistent number of days (for example, two days per week) are set for performing work at a location other than the Employee's official duty station. Routine tasks are accomplished at the alternate worksite and an established schedule of telework days allows for predictability.
- J. *Supervisor* is the immediate supervisor of record for the Employee.
- K. *Telework* is a voluntary program that enables Employees to perform their duties at an alternative work location (not their regular duty station) through an approved agreement.
- L. *Telework Coordinators* at the IC level are individuals responsible in each IC for keeping telework records and reports and gathering data to report back as requested by the IC and as required to the NIH Telework Coordinator. At the NIH level, the individual responsible for gathering information from the IC coordinators for reporting to HHS, OPM, and other entities as necessary; coordinating NIH-wide communications and outreach efforts, and acting as a consultant to the IC coordinators.
- M. *Telework Schedule* is the actual days of the week and/or hours of the day that the Employee will be performing his/her official duties at the alternate worksite.
- N. *Work Supplies* are defined as property the IC provides to an Employee to enable him/her to perform his/her official duties. These supplies may include, but are not limited to, computer and related items, printers, pens, pencils, paper, printer cartridges, diskettes, etc.

Section 2.0 Participation

All Employees who meet the following criteria are eligible to participate in Telework.

1. The Employee is not on a Performance Improvement Plan (PIP).
2. The Employee is not on leave restriction.
3. The Employee occupies a position that meets the eligibility criterion in [Section 1.1](#) of this Article.
4. The Employee has the work space, utilities, and equipment suitable for the work to be performed at the designated ADS as specified in the Telework Application and Agreement (see [Appendix 3](#)).
5. The Employee is willing to sign and abide by the Telework Program Application and Agreement "terms and conditions" except where there is conflict or confusion with this Article or CBA, in those cases the CBA language would take precedence.
6. Some parts of the work must be portable, i.e., it must be work that the Employee can reasonably complete at an alternate site.

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7. Does not involve continuous, direct handling of secure materials determined to be inappropriate for telework by the Agency head.
8. Does not require frequent and continuous supervision from a supervisor.
9. Does not require frequent and continuous face-to-face interaction with coworkers and/or customers.

Section 2.1 Probationary Employees

Employees serving in a probationary period or formal training period may be limited in participating in the telework program. In such cases, they may participate in telework subject to supervisory approval on a case-by-case basis. They may telework a maximum of two (2) days per pay period.

Section 3.0 Application and Approval

- A. Employees may request to perform telework at any time. Agreements will be renewed every year, and renewal will be simple and easy.
- B. Requests will be made through an online application form. If the request is denied, the supervisor will respond in writing and include explicit reasons for the denial.
- C. Telework applications shall be promptly approved, disapproved or returned for revision and resubmission. The supervisor will normally respond within seven (7) calendar days of an application.
- D. Employees may request to telework on a regular (recurring, set schedule) or on a non-regular (varying, ad-hoc or episodic) basis.
- E. Scheduling requests for non-regular telework and schedule adjustments to regular telework will be made via email or similar, easy-to-use means. For such requests an Employee must already be approved to participate in telework. Supervisors shall promptly respond to such scheduling requests and give reasons for any denials.
- F. Telework applications or changes that must be approved at higher than first-line supervisory levels will be acted upon in a timely manner normally within fourteen (14) calendar days. Upon request, the higher-level manager shall provide any reasons in writing with specificity as to why the approval is taking longer than the normal timeframe.
- G. Requests that are denied or returned for revision will be accompanied by a specific written description regarding the denial or the need for changes.
- H. The Agency agrees that telework schedules will not arbitrarily be set at some maximum level, e.g., one day per week. Instead, the approving official shall consider the Employee's job and aspects outlined in [Section 1.0](#), [Section 1.1](#), and [Section 2.0](#) above. To the extent possible, the approving official will make decisions that promote and maximize the effective use of telework.
- I. Approved teleworkers shall not be required to provide detailed work plans in order to schedule ad hoc, non-regular, or episodic days. In cases where an explanation of non-routine telework is justified, supervisors should request summary or general work descriptions in order to keep the process of telework scheduling simple and easy.

Section 4.0 Evaluation of Work

- A. Any Employee who is teleworking will have their work evaluated in the same fashion as an onsite Employee, or how the Employee has historically been evaluated while at their regular onsite duty station.
- B. Employees will communicate and complete work in a telework status as they would in their onsite duty location.
- C. Employees will not be requested to provide summaries of their work, deliverables, and-or work products to their supervisor or to their supervisory chain of command, based solely on their status as teleworkers.

Section 5.0 Call Backs

- A. Employees may be required to report to their official duty station for previously scheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods. Employees will be given advance notice of such events and will have appropriate time to report to their duty station in no cases less than an hour unless an emergency occurs.
- B. Employees may also be required to report to their official duty station for emergency operational exigencies to perform Agency work which cannot otherwise be performed on another workday, at the ADS, via telephone or other reasonable alternative methods. In such cases, Employees will be provided reasonable advance notice and be provided a reasonable time to report. Employees should make every effort to report as soon as possible. With good and sufficient reason, the Employee will be permitted up to two (2) hours to report.
- C. If a teleworker is directed to travel to their duty station or main office during his or her regularly scheduled basic tour of duty - for instance, for an unplanned meeting, or an emergency at the duty station - the teleworker's travel hours must be credited as hours of work. If the teleworker is directed to travel back to the main office before or after his or her regularly scheduled basic tour of duty for irregular or occasional overtime work, the Employee is entitled to at least two (2) hours of overtime pay under the "call back" rules. (See [5 C.F.R. 550.112\(h\)](#) and [551.401\(e\).](#))

Section 6.0 Removal

- A. The Agency may remove an Employee from the Telework Program due to one or more of the following:
 - 1. The Employee is placed on a leave restriction. The Employee is eligible to reapply for participation upon lifting of the leave restriction.
 - 2. The Employee is placed on a Performance Improvement Plan (PIP). The Employee is eligible to reapply for participation thirty (30) days after successfully completing the PIP.
 - 3. The Employee's failure to adhere to the requirements specified in the Telework Program Agreement "Terms and Conditions" (see [Appendix 3](#)) – except where there is conflict or confusion with this Article or CBA, in those cases the CBA language would take precedence.
 - 4. The Employee has demonstrated inability to adhere to the provisions of the agreement, regular non-responsiveness to email and telephone calls, non-availability, or working at the ADS has proven to place an undue burden on other office staff.

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5. Any removals from telework will be provided in writing to the Employee with specific details that clearly explain why the Employee is being removed. In addition, if the Union wishes to see such removal letters they will be provided upon request.
- B. Normally, Employees will not be removed from participation for single or minor infractions of Telework requirements. In such cases, managers will make a bona fide effort to counsel Employees about specific problems before cancelling an Employee's participation in telework. The counseling will be confirmed in writing.
 - C. For those Employees who office-share or "hotel" with other Employees, their removal from the telework program shall be for more significant matters and, with the exception of egregious violations, the Employee and manager shall work in a diligent and prompt manner to address and resolve any problems before the Employee is removed from the program.

Section 6.1

When a decision is made to remove an Employee from the Telework Program, the Employee must be given written notice indicating the explicit reason(s) for removal. Unless otherwise specified, the Employee may reapply for Telework Program participation thirty (30) calendar days after removal from the Program, provided that her/his performance is at least Level 3: Achieves Expected Results (AE), or an equivalent ratings level.

Section 7.0 Problems Affecting Work Performance

Employees will promptly inform managers whenever any problems arise at the telework site which adversely affects their ability to perform work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc. In such cases, the Employee may request annual leave or report to the regular work place.

Section 8.0 Hours of Work and Leave

Employees performing work at the ADS are subject to the same workday requirements regarding hours of work and leave as they would be if they were performing work at the official duty station.

Section 8.1

When Employees do not telework their usual telework day Management will coordinate with them to find another mutually acceptable day.

Section 9.0 Travel Reimbursement

Employees will be reimbursed for official travel as if working at their official duty station.

Section 10.0 Emergency Closing-Late Openings-Early Dismissals

Section 10.1 Discretionary Closures

When Employees are released from duty for all or part of the day at the onsite work place as a discretionary benefit, such as closing early before a holiday, Employees who are teleworking that day will be released from duty for the same amount of time.

Section 11.0 Additional Requirements

Employees participating in the Telework Program will be required to:

1. Observe existing policies for requesting leave, in accordance with current agreements and-or past practice;
2. Utilize any government owned-leased equipment for official purposes only and safeguard government data-documents as currently required at their official duty station; and,
3. Adhere to applicable security protocols governing information management and electronic security procedures for safeguarding data.

Section 12.0 Equipment and Support

The Parties agree that a robust and successful telework program is greatly dependent upon adequate technology, equipment and support for teleworkers. Consequently, the Agency will ensure that Employees have proper equipment, resources, and technology that allows Employees to maintain their productivity and work performance compared to their official duty station.

Section 12.1

Employees are to use government equipment appropriately and for authorized use only. Employees are permitted limited personal use of authorized government property if the use (1) is incidental and involves minimal additional expense to the government, (2) does not interfere with staff productivity, the NIH mission or operations, (3) is not used to misrepresent oneself or NIH, (4) does not compromise the integrity of any NIH system or system security safeguards, and (5) does not violate federal laws.

Section 12.2

To the extent possible and budget permitting, the Agency shall provide appropriate resources and services for Employees to telework without diminished performance or productivity. Employees are not expected to incur personal expenses associated solely with their telework status.

- A. As a voluntary workplace option, the Parties agree that telework can benefit both the Employee and the Agency.
- B. Employees will typically provide their own space, furniture and utilities.
- C. The Employee's supervisor, in consultation with the Employee will determine the government equipment needed for telework.
- D. The Agency shall provide computer equipment, software, appropriate supplies, and other equipment necessary for an Employee to perform assigned duties at the ADS. The Agency will also make full use of surplus equipment and supplies to support telework needs.
- E. The Agency will ensure fair and equitable distribution of equipment and software for teleworkers. Any denials shall be provided in writing to the Employee with explicit reasons for the denial.

Section 12.3

Employees will normally provide their own internet (data) connections. If an Employee does not have an internet connection and one is required for the Employee to perform assigned duties at the ADS, budget permitting, the Agency will provide internet connections through government devices or services (e.g., wireless router or air card).

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The Agency will only reimburse an Employee's costs for personally-acquired internet services if no equivalent alternative exists.

Section 12.4

The Employee will be responsible for home maintenance, or any other incidental costs (e.g., electricity) associated with the use of the ADS. The Agency will be responsible for the maintenance and repair of government owned equipment (e.g., a government owned computer). The Employee does not relinquish any entitlement to reimbursement for authorized (in advance, if appropriate) expenses incurred while conducting business for the Agency as provided for by law and implementing regulations.

Section 12.5 Offsite Computer Support

Teleworkers will use government-supplied computers, typically portable models, at the alternate duty station (ADS) except in instances where exceptions have been obtained. Computers will be set-up for remote use by Institute support personnel before they are taken to the ADS. The Agency will provide technical support by phone, email or other easy to use method to resolve problems that may arise at the alternative worksite. If this remote assistance does not resolve issues, teleworkers are expected to bring malfunctioning equipment to the official worksite for problem diagnosis and repair.

Support personnel may be dispatched to the teleworker's ADS only in special cases. Offsite visits to the ADS are considered a last resort in resolving a problem. The Parties agree that every effort to resolve a problem will be made prior to sending support personnel to the ADS for offsite support.

Support personnel will assist only with problems that could not be resolved remotely or by having the Employee bring the equipment to NIEHS facilities. Support personnel will assist only with government-provided equipment or software. If there is no NIH tag or federal property documents there will be no support – all such information must be provided in advance of a visit.

Offsite computer support will be provided only during normal NIEHS business hours and during a telework day scheduled in coordination with the teleworker. Teleworkers are expected to provide a safe and business-like environment for support personnel. When the ADS is in a home, the teleworker must ensure that homeowner or renter liability insurance is provided.

To the extent possible, male support personnel will not make offsite visits alone with only a female staff member present at the ADS, and vice versa.

Any offsite support will be provided strictly in accordance with rule, regulation, and law.

BUEs will not be required to provide offsite computer support for teleworkers.

Section 13.0 Offices and Office-Sharing

As public servants, the Agency and Employees share a responsibility to be good stewards of public resources including office space and associated maintenance and utilities. The Parties further agree that telework, when optimized, offers an opportunity to improve the efficiency of federal space management. Specifically:

1. The Agency will provide appropriate office space to teleworkers when they are working onsite, consistent with [Article 43, Office and Other Space](#).

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2. Employees who are regularly scheduled to be out of the office three (3) or more days per week may be required to share space, use hoteling or use smaller workspaces. The regular absence from the onsite office may include only telework or may be a combination of telework and alternative work schedules.
3. Employees who modify their telework schedule (to fewer than three days per week) or discontinue telework will be given offices or workstations comparable to those they occupied previously. However, the Agency will not guarantee an Employee's return to the exact office or workstation previously occupied.
4. Upon an Employee's request, the Agency will agree to a ninety (90) day trial period for an Employee to telework with three or more days per week out of the office. During this trial period, the Agency would exempt the Employee from sharing, hoteling and size alternatives described above. This approach is intended to allow both the supervisor and the Employee to gain confidence that the expanded telework arrangement is a good long-term solution.
5. The Agency agrees that an Employee may choose to discontinue telework at their discretion or to modify their telework schedule upon request and approval. Employees shall not be coerced to telework or looked upon unfavorably if they do not telework.
6. The Agency shall ensure that teleworkers who share offices or hotel have adequate space and resources on those days when office meetings occur or when otherwise are in the office.
7. Within ninety (90) days of the effective date of this Agreement, the Parties agree to develop a pilot approach for telework office sharing, hoteling and alternative sizing per [Article 12, Mid-Term Bargaining](#). The Agency and Union will jointly develop the pilot approach, duration and evaluation factors. All findings will be shared between the Parties and the results of the pilot will be used by the Agency, in cooperation with the Union, to develop ongoing approaches.

Section 14.0 Staff Coverage

Coverage requirements will be determined on a case-by-case basis. When Employees are working at an ADS, this does not necessarily detract from coverage requirements. On the contrary, Employees working at an ADS with e-mail capability enhance coverage requirements. The Agency will make every effort to maximize telework privileges and work with Employees to ensure adequate coverage through a range of options that include but are not limited to, flexible work schedules, phone, email, etc. Telework will be provided fairly and equitably among staff.

Section 15.0 Power Failure at ADS

Employees may be excused by their supervisor for a power or equipment failure that affects the ADS, but not the official work site. If the Employee can continue to perform work which is not affected by the failure, he or she is expected to do so. Further, if a power failure starts before the work period begins and is expected to continue for all or most of the work schedule, the supervisor may grant the Employee annual leave, change the tour of duty, or have the Employee report to the official work site as based upon discussions with the Employee.

Section 16.0

The Parties agree that telework arrangements should not have negative impacts on the work of other members of the work group (e.g., co-workers, supervisors). By definition such an effect would be a significant disruption of work or ongoing frequent requests by a teleworker that would adversely affect office or group operations. Regarding such disruptions the Employee should first be counseled in an informal manner and should such disruptions continue may be removed from the telework program.

Section 17.0 Unscheduled Telework

The Agency will make every effort to permit Employees to telework to the maximum extent possible on unscheduled telework when such conditions warrant. The Parties agree that an Employee must be approved to telework to use unscheduled telework. An Employee shall, to the extent practicable, notify their supervisors that they are taking the unscheduled telework option. If an Employee's request is denied then the supervisor must provide the specific reasons in writing and in a timely fashion to the Employee.

In emergency situations, if an Employee has made a good faith effort to reach his or her supervisor for telework approval, but is unable to obtain advance approval, then the Employee should proceed according to his or her best judgment. The Employee will then follow normal procedures for telework scheduling and leave requests as soon as conditions permit.

Section 18.0 Official Time for Union Representatives

The Agency and Union agree that Union representatives may use official time in accordance with the Official Time Article while in a telework status. Union representatives must be on an approved telework agreement for such official time to be approved.

Section 19.0 Telework Application Telework Agreement

The Agency agrees to ensure that its telework application is simple and easy-to-use. The telework application will only ask questions or require responses pertaining to necessary information that must be collected by the Agency in order to promote and maximize the effective use of telework.

The Agency will not require any special safety or work conditions at the telework location or ADS that differ from what is required at the regular duty station.

The Agency agrees to a webpage that would provide definitions and other information for teleworkers who are completing the telework application and agreement.

Teleworkers will be able to log-on to a webpage that will provide their status as a teleworker and, if necessary, change information that will be sent to their supervisor regarding their telework status. Cancellation of a telework agreement shall be made in accordance with this Article and CBA.

Whenever the Agency modifies the telework agreement they shall provide the Union with sufficient notice and opportunity to bargain in accordance with the [Article 12, Mid-Term Bargaining](#).

In the telework application, the Agency agrees to include that the Employee's participation is voluntary, the Employee may withdraw from the program at any time, and that all Parties will adhere to the applicable policies outlined in [Article 16, Telework](#), of the Collective Bargaining Agreement.

The Employee must ensure that they can be contacted without delay while teleworking, preferably by forwarding their office phone to their personal phone. Providing personal information such as personal phone number or email address is voluntary. Use of NIEHS or government email is normally the primary (but not the only) means of communication while teleworking.

An Employee's time and attendance for work performed at the ADS will be recorded in the same manner as is used to record the performance of work at the official duty station. Specifically, while the Agency's timekeeping system may be used to schedule and record telework, it will not be used to log

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Employees in and out while teleworking unless the Employee is required to do so at the official duty station.

ARTICLE 19

TELEWORK

SECTION 1.

The Parties recognize the mutual benefits of a telework program to the Employer and its employees. Balancing work and family responsibilities, as well as meeting environmental, financial, and commuting concerns, are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Employer to accomplish its mission.

SECTION 2.

The benefits of telework include:

- A) Improve the quality of work and increase productivity because employees can concentrate on the project itself with less distraction from the office environment,
- B) Improve morale and reduce stress by giving employees more options to balance work and family demands,
- C) Impact environmental issues, including traffic congestion, air quality, and energy issues,
- D) Improve parking and workspace availability, and
- E) Maintain continuity of operations in an emergency situation.

SECTION 3.

The Parties agree to encourage employees and supervisors to explore options and opportunities offered by the telework program.

Eligibility to participate in the telework program depends on job content (work to be performed) rather than job title, grade level, type of appointment, or work schedule. An employee whose job is suitable for working from an alternate site and who meets the criteria in the policy is eligible to apply for telework. Employees who wish to telework must follow the Telework Request/Agreement Form requirements and submit renewals on an annual basis. Telework training must be completed as required by the policy before a Telework Request Form can be submitted.

SECTION 4.

An employee must request telework via completion of all required forms, for example: the Telework Request Form, Employee Telework Agreement, and Home Safety Checklist. The parties agree to operate in accordance with the [CDC telework policy](#) CDC-HR-2003-03, as revised 04/29/2019.

ARTICLE 23

FLEXIBLE WORK PLACE ARRANGEMENT PROGRAM

SECTION 1

The Flexible Work Place Arrangement Program (FWAP) is a program that permits employees to work at home or at other approved locations remote to the conventional office site. For purposes of this Agreement, the terms “FWAP”, “flexiplace” and “telecommuting” are synonymous and include working at home or in satellite office sites or other approved flexiplace work sites. The HHS and HRSA FWAP (or “Telework Program”) policies and applications are hereby incorporated by reference. To the extent that there is a conflict between the policies and this Article, the policies shall prevail. (Appendix 3)

SECTION 2

The Parties anticipate that this program will result in increased productivity, improvements in employee morale, job satisfaction, and reduced absenteeism. Participation in flexiplace is not an entitlement nor is it an accommodation for dependent/family care. The Employer retains the right to determine the appropriateness and approval of any flexiplace arrangement. The Employer has the right and responsibility to administer the flexiplace program so as to ensure that it supports the accomplishment of the agency’s mission, including the provision of high quality (i.e., responsive, accurate, uninterrupted, seamless, transparent) service to internal and external customers and maintenance of the coverage management reasonably determines to be necessary during hours of operation.

SECTION 3

Situations appropriate for flexiplace depend on the specific nature and content of the job, rather than just the job series and title.

- A. A flexible work place arrangement may be used when there is recurring opportunity to perform work at an alternate site. For example, the work does not require interaction and collaboration with customers or peers on a daily basis, it does not require specialized equipment, systems, or reference materials unavailable except at the conventional office, and the employee’s work habits are such that once an assignment is given, it can be accomplished without further oversight or supervisory consultation.
- B. A flexible work place arrangement may also be used on an occasional or episodic basis, for individual days or hours within a pay period, or for a special assignment or project on a short term basis (two consecutive weeks or less). For example, such work tasks may include: data analysis, reviewing grants/cases, writing decisions or reports; telephone intensive tasks such as obtaining or collecting information, following up on participants in a study or setting up a conference; and some computer oriented tasks such as programming, data entry and word processing. Typically, such tasks require uninterrupted concentration and result in measurable work outputs or products.-

SECTION 4

- A. Flexible work place arrangements must be consistent with maintaining adequate physical office coverage during hours of operation.
- B. The Parties agree that specific individual participation in flexiplace must be considered on a case by case basis.
- C. Each employee must meet the following criteria to be considered eligible to participate in the flexiplace program.
 - 1. The employee has held her/his current position for at least six (6) months;
 - 2. The employee's current supervisor has been her/his supervisor in that position for at least six (6) months, unless otherwise agreed to by the supervisor and the employee;
 - 3. The employee's latest rating of record is not below "Achieved Expected Results" or better, and there is no reasonable cause to believe this level of performance will drop;
 - 4. The employee is not on leave restriction;
 - 5. The employee is not on a performance improvement plan (PIP);
 - 6. The employee has not received any disciplinary or adverse action in the last twelve (12) months;
 - 7. The employee has demonstrated the ability to initiate his/her own work, to work without direct supervisory oversight, to recognize when supervisory or other assistance is needed on a project;
 - 8. The employee's fully successful performance of the work does not require:
 - a. Daily and frequent use of specialized equipment or technology that is available only at the official duty station;
 - b. Daily and frequent face to face contacts with co-workers, managers and/or customers;
 - c. Daily and frequent access to confidential or sensitive data and/or information (not attainable from home) such as personnel and/or payroll records or proprietary information protected from unauthorized disclosure by the Privacy Act of 1974 and its implementing regulations;
 - 9. Employees participating in the Employer's flexiplace program and using their primary personal residence (or any other approved site not fully-equipped with these items) may be required to provide at their own cost all equipment, supplies, and/or services necessary for working at the alternate duty station. This includes appropriate furniture for the work station, a computer capable of operating with all necessary software to perform official duties, a printer, telephone service (including a second line, DSL, or a cell phone to enable continuous accessibility while working at the computer), and any other equipment required by the Employer for performance of official duties in a seamless and transparent manner.
 - 10. The employee has received prior training on the eligibility, responsibility and other prerequisites for participation and/or continued participation in the Telework Program or FWAP as prescribed by this Agreement and the Telework Enhancement Act (TEA) of 2010 (Public Law 111-292). In accordance with the TEA, employees who have been teleworking prior to December 9, 2010 are grandfathered in, and are not required to take the training. All new employees and those employees who began any telework assignments after December 9, 2010, must take the required training.

SECTION 5

- A. To apply to participate in a FWAP, an employee must submit his/her request to the DNHDP Director or designee through his/her immediate supervisor using telework the form. If a request to work a flexiplace is denied, the Employer will explain the reason(s) for the denial to the employee in writing, upon request.
- B. Approved flexiplace agreements/plans will be reviewed at least every 90 days and when employees are placed in positions in different organizational units/offices. These reviews are intended to address any problems or concerns, and to ensure that flexiplace agreements/plans are accurate and continue to meet the criteria in Section 6.
- C. New supervisors or supervisors assigned to new units should review all existing flexiplace agreements to become familiar with them.
- D. The supervisor may modify (including temporary suspension of) the employee's flexiplace agreement/plan for such reasons as workload or office coverage needs, emergencies, or other work exigencies. Upon modifying an employee's flexiplace agreement/plan, the supervisor will notify the employee at least seven (7) days in advance of implementation of the modification.
- E. In some circumstances, the need to maintain adequate staffing levels in the traditional office worksite for such purposes as telephone coverage or immediate customer service may result in conflicts among flexiplace participants regarding scheduling of days to be worked on a flexiplace arrangement. If such conflicts occur, the supervisor(s) and the affected employees will attempt to resolve the conflict in a manner which is satisfactory to the supervisor(s) and affected employees. If such discussions do not result in a satisfactory resolution, the following tiebreaker formula will apply.
 - 1. The flexiplace arrangements and preferences of employee(s) that are already participating in the program shall take precedence over the preferences of new applicants. If the conflict is between employees who are already participating, or between two or more new applicants, the tiebreaker shall be by seniority (high seniority). Seniority shall be determined by employees' Service Computation Dates (SCDs).
 - 2. The above tiebreaker language is intended to apply to situations when it is necessary to limit the total number of flexiplace absences to the extent required to maintain adequate coverage in the traditional office worksite so that the mission of the Employer is not impaired.
- F. Flexiplace arrangements (agreements) are between the employee and the DNHDP. Employees who are detailed or permanently assigned to another organizational unit of the Employer, under another supervisor, must re-apply for flexiplace participation, execute a flexiplace program agreement with their new supervisor, and be approved by the DNHDP Director or designee in order to continue working at an alternate site.

SECTION 6

- A. Participation in the FWAP is voluntary. However, the Employer may require employees to work at an alternate site in case of emergency situations.
- B. Participants in the flexible work place program shall be permitted as part of a flexiplace arrangement to continue to work any AWS schedule they may already be working. Employees who work approved flexible work schedules and vary their start times are required to inform their supervisors, prior to commencement of their tours of duty, of their start times and end times for those days they work at an alternate site pursuant to this article.

- C. The official duty station of an employee participating in the flexible work program is the conventional worksite.
- D. Employees on a flexible workplace arrangement are required to report to the official duty station according to the schedule determined by the Employer. Employees on continuing flexible work arrangement should expect to report to the conventional work site a minimum of four days per week (for employees on a compressed work schedule, the employee's regular day off will count as a day away from the conventional work site for the purpose of this requirement). The Employer may approve deviations from this minimum weekly requirement for days at the official duty station, but any such deviations shall be at the sole discretion of the Employer and shall not be subject to the grievance procedure of Article 38. In addition, the Employer reserves the right to require more frequent days at the conventional work site for situations deemed appropriate by the supervisor.
- E. The Employer will make reasonable efforts to provide alternative methods, such as teleconferencing, use of fax and e-mail, and/or other methods to avoid unplanned situations requiring the employee to report to the conventional work site. However, when situations occur that require the employee to return to the conventional office, travel to and from the office is normal commuting time and as such is not considered hours of duty.
- F. As a minimum level of accessibility, the employees in the flexible work place program are expected to be as available to managers, co-workers and customers by telephone, e-mail, voice mail or other communications media during their scheduled daily tours of duty as when working at the official duty station.
- G. Overtime and credit hours worked must be approved in advance by an authorized official. For employees on flexible schedules, work that is ordered and approved in advance which is in excess of eight (8) hours per day, forty (40) hours per week, or eighty (80) hours per pay period, is considered overtime work. For employees on compressed schedules, work that is ordered and approved in advance which is in excess of the number of hours worked daily on the compressed schedule is considered overtime work. Compensatory time may be substituted for overtime pay in accordance with law, regulation, and Article 22, Overtime, Compensatory Time, and Holidays, of this Agreement. Nothing in this Article diminishes an employee's FLSA rights as provided for by law and regulation.
- H. Policies and practices for requesting and using leave remain unchanged, except as provided in the applicable articles of this Agreement.
- I. For purposes of timekeeping, participants will certify each pay period indicating hours worked or any exceptions to the scheduled tours of duty specified in their flexible work place program agreements. Falsifying time reports is cause to terminate participation in the flexible workplace program and may be grounds for other adverse or disciplinary action.
- J. The Employer has the legal obligation and right to be provided with reasonable assurance that employees are working at alternate sites when scheduled. Means of obtaining such reasonable assurance may include occasional supervisor telephone calls, occasional visits by the supervisor to the employee's alternate site (with twenty-four (24) hours notice), and determining the reasonableness of work output for the amount of time worked at the alternate site. The Employer will require employees to provide information, including periodic reports, concerning work accomplished at alternate sites.

SECTION 7

- A. A flexible work place arrangement may not be feasible where there is a prohibitive cost to duplicate the same level of confidentiality or security as exists in the employee's official duty station.
- B. Flexiplace home sites must have adequate workspace, lighting, residential telephone service, power, smoke alarms and adequate security.
- C. The Employer has the right to inspect the home work site at any time to ensure its suitability.
- D. Employees must comply with all security measures and disclosure provisions, including password protection and data encryption so that the Privacy Act or other security standards are not compromised.
- E. Employees must protect all government records and data against unauthorized disclosure, access, mutilation, obliteration and destruction.
- F. Employees must ensure that government provided equipment and property is used only for authorized purposes. Reasonable care should be used in operating all equipment. The servicing and maintenance of government owned equipment is the responsibility of the Employer.

SECTION 8

- A. The Employer may terminate an employee's participation in the program for cause, such as:
 1. Failure to continue to meet the criteria listed in Section 4 above;
 2. Failure to adhere to the provisions of the Agreement;
 3. Failure to accurately and truthfully report time worked;
 4. Organizational exigencies that impact on the mission of the Employer, and require the employee to perform work at the official duty station;
 5. For misconduct in connection with the employee's obligations under the flexible work place program; and
 6. Verifiable information that has been shared with the employee indicating customer dissatisfaction with the employee's performance or conduct.

SECTION 9

- A. Employees participating in the flexible work place program will not be excused from work because workers at the official duty station are dismissed or not required to work due to an emergency if the emergency does not impact the work being performed at the alternative work site. If an emergency occurs at the flexiplace work site that impacts on the employee's ability to perform official duties, the employee will immediately notify the Employer. The Employer will direct the employee to another work site, grant excused absence, or allow the employee to request appropriate leave, e.g., annual leave or LWOP.
- B. The Employer will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the flexiplace work site.
- C. The employee is covered under the Federal Employees Compensation Act if injured in the course of performing official duties at the alternative work site.

- D. The Employer will not be held liable for damages to the employee's personal or real property during the performance of official duties or while using Employer equipment in the alternative work site, except to the extent the Employer is held liable under the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claim Act.

ARTICLE 24

PERFORMANCE MANAGEMENT APPRAISAL PROGRAM

SECTION 1

- A. The purpose of the Performance Management Appraisal Program (PMAP) is to improve employee and organizational performance. It encourages continuous communication between employees and supervisors, provides a mechanism to evaluate employee performance and identify strengths and weaknesses, and provides a mechanism to address deficient performance effectively through such activities as increased communication, coaching, training, and if necessary, through appropriate personnel actions. Feedback and ratings under the PMAP system will be provided in a fair, consistent, constructive and equitable manner. This Article is intended to be used in conjunction with the Department of Health and Human Services PMAP document (Appendix 4) issued August 11, 2011. To the extent that there is a conflict in this article or contract with the PMAP policy or other management-issued performance documents, the parties' collective bargaining agreement governs. In the event the Department promulgates a new PMAP during the duration of this Agreement, this Article is subject to being reopened.
- B. The Employer and Union agree that the effectiveness of this program will be evaluated within six (6) months from the end of the performance period by a joint labor-management workgroup. There will be equal numbers of AFGE representatives and management officials.

SECTION 2

The objectives of the PMAP are to:

- A. Improve employee and organizational performance by defining critical aspects of employee performance and assessing results achieved;
- B. Communicate and clarify organizational goals and objectives to employees;
- C. Facilitate evaluation of employee performance;
- D. Encourage communication between supervisors and employees;
- E. Identify good employee performance for recognition;
- F. Address deficient performance effectively through such things as increased communication, coaching, training and if necessary, through appropriate personnel actions; and
- G. Provide uniform and consistent evaluation of performance for all covered employees.

ARTICLE 15

WORKPLACE FLEXIBILITIES

The CDC Workplace Flexibility Program includes remote work and telework options. Employee participation is normally voluntary, subject to supervisory approval.

The Employer and the Union agree to encourage and support the CDC Workplace Flexibility Program at Cincinnati Operations.

An employee whose position and job functions are suitable for working from an alternate site and meets the policy criteria is eligible to apply for a workplace flexibilities option. Eligibility depends on position and job functions rather than on job title, grade level, type of appointment, or work schedule. Employees who wish to participate in the workplace flexibility program must follow the workplace flexibility agreement requirements.

An employee whose job has been determined by management as eligible for remote work, local or outside the commuting area, may apply for remote work. Employees must complete the training requirements and submit a request for remote work through the Workplace Flexibility Management System.

If an employee's application for participation in the workplace flexibility program is not approved, the employee will be informed in writing of the reason for the determination in a timely manner (ideally within 5 workdays).

When more than de minimis changes occur in the CDC Workplace Flexibilities Policy, the Employer agrees to provide informational seminars addressing the updated information. These seminars should occur as soon as practicable, but no later than one year, following the policy changes.

The Employer may require employees to use webcams for individual or group meetings, including training, where face-to-face meetings are appropriate but impractical. When employees are required to use the web camera the Employer will consider employee concerns regarding bandwidth problems or other circumstances that impact the employees use of the camera.

ARTICLE 10

FLEXIPLACE

Definition – An arrangement in which an employee works at an approved site other than the employee’s official duty station.

Section 1. Purpose

The parties jointly recognize the mutual benefits of a flexible workplace program to the Employer and its employees. Balancing work and family responsibilities, assistance to the elderly or disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing this benefit, both parties also acknowledge the need of the Employer to accomplish its mission.

Any Flexiplace program established under this Article will be a voluntary program subject to Employer approval, which permits employees to work at an approved site other than the employee’s official duty station in accordance with Part 7, Chapter 6, Indian Health Manual, Flexible Workplace Arrangement Program and all applicable laws, rules and government-wide regulations.

Section 2. Types of Arrangements:

- a. Long-term arrangements (more than 2 consecutive workweeks) require a written agreement between the Employer and the employee as specified in Part 7, Chapter 6, IHM, FWAP.
- b. Short-term arrangements are ad hoc or episodic in nature for short periods of time (two consecutive workweeks or less). These arrangements, which are reached informally between the Employer and employee, are not regular or recurring, and also require a written agreement.

Section 3. Eligibility for the Long Term Program

Consistent with the parties’ goals of fostering a family-friendly workplace, all employees are eligible to participate in the Flexiplace program if the following criteria are met:

- a. A sufficient amount of the employee’s work, in fact, can be performed at an alternate worksite. It is understood that the accomplishment of the Employers’ mission is paramount.
- b. The employee will be available and accessible to supervisors, co-workers, and customers at all times while performing work at an alternate worksite.
- c. The employee has demonstrated an ability to work alone without onsite supervision while maintaining satisfactory performance.
- d. There are not conduct problems that would cause management to be concerned about the employee’s trustworthiness or dependability.
- e. Coverage of office functions (see Section 4).
- f. Costs of such an arrangement: The parties recognize that costs or cost savings in technology, equipment, and telecommunications are considerations in decisions regarding participation in

Flexiplace arrangements. While it is expected that Flexiplace will require some costs, the costs involved may be too much to finance an employee on Flexiplace.

g. Technology/equipment needs: The parties recognize that existing and evolving technology (ies) may allow or prevent an employee from participating in the Flexiplace program. The employee may need access to specific equipment and/or will use the telephone extensively on Flexiplace days. Such technology/equipment may include:

- Long distance telephone
- Telephone usage (other than long distance)
- High speed telephone usage
- Computer or typewriter assigned to the employee's home
- Computer software
- Modem and possible additional computer usage
- Modifications to the central computer to allow employees to dial in
- Equipment maintenance and repair
- Remote technical assistance
- Replacement of damaged or lost equipment
- Fax capability
- Internet service provider

Section 4. Coverage of Office Functions

- a. The Employer will continue to have responsibility for seeing that the mission of the Agency is carried out. Each office will determine adequate coverage during official hours for the purpose of assuring that the functions of the office are fulfilled.
- b. When coverage requirements are established, all employees are obliged to meet coverage requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the Employer.

Section 5. Time Frames

- a. Upon receipt of a request for Flexiplace, the Employer and the employee will meet to discuss and review the request. The Employer's decision should be provided to the employee within 15 calendar days of the request. The time frame may be extended by mutual agreement of the employee and supervisor.
- b. If disapproved, the employee will be advised in writing with the reason(s).
- c. If approved, the specifications of the arrangement will be worked out, reduced to writing, and signed by both the Employer and the employee. The employee will begin working at the alternate work site within 30 calendar days after completion of the Flexiplace agreement unless circumstances dictate otherwise.

Section 6. Operating Principles

- a. For employees who are approved to be on Flexiplace, the employee may be eligible to work an AWS.

- b. The governing rules, regulations, and policies concerning time and attendance, overtime, and leave are unchanged by participation in Flexiplace. Employees will not perform overtime or night work without written approval in advance.
- c. Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.
- d. The government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities). Employees on Flexiplace are entitled to reimbursement for authorized expenses while conducting government business.
- e. For employees who are approved to be on Flexiplace, the following applies with respect to equipment.
 - 1. If the employee uses government equipment, the employee will use and protect the equipment in accordance with applicable laws, rules, and government-wide regulations.
 - 2. Employer-owned equipment will be serviced and maintained by the Employer.
 - 3. If the employee uses his/her own equipment, the employee is responsible for its service and maintenance.
 - 4. Employees will normally be given a minimum of 24 hours advance notice regarding management service or maintenance of government-owned property. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise.
- f. Employees on Flexiplace are obligated to ensure a safe and healthy work environment and to apply necessary safeguards to protect government records from damage or unauthorized disclosure.

Section 7. Recall

Employees participating in Flexiplace programs must be accessible and available for recall to their regular offices for work needs that cannot be performed at the alternate worksite. Examples are training, meetings, work requirements, and emergencies. These examples are for illustrative purposes and are not meant to be all encompassing. Management will provide reasonable advance notice of all recalls if possible. Where practicable, not less than 24 hours advance notice will be given but there may be times when advance notice cannot be given.

Section 8. Termination

- a. Supervisors may terminate an agreement whenever:
 - 1. There is a change in work requirements or the arrangement no longer supports the mission.
 - 2. The employee has not demonstrated an ability to work alone without onsite supervision or does not maintain satisfactory performance.

3. The employee has demonstrated conduct problems to the extent that he/she should be removed from the program.
 4. Costs of the agreement are no longer affordable.
 5. Technology changes require return to the regular office.
 6. Employees do not conform with the terms of their agreement.
- b. When terminating a Flexiplace arrangement, the following must occur:
1. The Employer will provide appropriate advance notice of the termination of any agreement. Normally, the notice will be five (5) work days prior to the effective date of the termination of the agreement.
 2. The Notice of Termination must be in writing and indicate the reason(s) for termination.
- c. Removal from Flexiplace does not prevent an employee from reapplying as soon as the Section 3 criteria can be met.
- d. The Union retains the right to negotiate to the full extent of the law if flexiplace arrangements are changed or to grieve the denial or termination of flexiplace.

Section 9. Pre-Existing Flexiplace Arrangements

Pre-existing Flexiplace arrangements must be brought into conformance with this Article.



DEPARTMENT OF HEALTH & HUMAN SERVICES

PUBLIC HEALTH SERVICE/INDIAN HEALTH SERVICE

Claremore Indian Hospital, 101 S. Moore Ave., Claremore, Oklahoma 74017 (918-342-6200)

Memorandum of Agreement between Indian Health Service (IHS),
Claremore Indian Hospital, and American Federation of Government Employees
(AFGE), Local 3601
On
Demand to Bargain – HHS Workforce Flexibilities Policy

The American Federation of Government Employees (AFGE), Local 3601, hereafter referred to as the “Union”, and the Indian Health Service (IHS), Claremore Indian Hospital, hereafter referred to as “Employer” or “Agency”; hereby enter into this Memorandum of Agreement on Union Demand to Bargain on the HHS Workforce Flexibilities Policy. The parties recognize that the agreement is for this issue only, with the understanding that both parties retain all rights for future negotiations consistent with the Collective Bargaining Agreement between AFGE and IHS, Claremore Indian Hospital.

1. Status quo until all negotiations are completed including any Federal Impasses proceedings.
2. The Employer will ensure all employees are treated in a fair and equal manner whether on a WFP agreement or not.
3. When administrative leave for holiday early dismissal is approved for the facility, it will be fair and equitable to all employees.
4. Employee will notify supervisor within one (1) hour whenever problems arise that may adversely affect the ability to perform work at the alternative worksite (e.g., power outages, technology issues, sick family members who require substantial attention, or other personal matters impacting their ability to perform their duties). If incapacitated, employee will notify their supervisor as soon as possible.
5. If a supervisor is considering terminating an employee’s telework agreement, WFP under HHS-990-1-140 Section D, the employee will be given opportunity to state the reason or explanation why the WFP should not be terminated.
6. If an employee telework agreement (WFP) for remote work is terminated by the supervisor because the arrangement no longer meets the business needs of the organization, and the supervisor reassigns the employee to the agency worksite or other official worksite, the employee is entitled to relocation reimbursement.

If an employee telework agreement (WFP) for remote work is terminated for cause such as, diminished performance or conduct violations, and the supervisor elects to reassign the employee to the agency worksite, the employee is not entitled to relocation reimbursement.

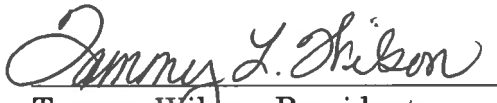
Employee will be reimbursed for travel in accordance with Indian Health Manual Travel Policy.

7. When an employee working under a remote or teleworking agreement is required to report to the worksite, they will be reimbursed for travel expenses in accordance with the Indian Health Service Manual.
8. The Agency will follow all steps in the CBA, as required for disciplinary action and/or performance – based actions prior to termination of WFP agreement.
9. If Agency terminates a WFP due to the employee’s performance, the reasons for the action will be substantiated.
10. Either party may request a meeting within 120 days after completion of the negotiations. Either party may submit proposals within 21 business days of the meeting for negotiations by the parties.
11. The Union reserves the right to add to these proposals.

ACCEPTED AND AGREED THIS 24th DAY OF FEBRUARY, 2023.

AFGE, Local 3601


Claremore Indian Hospital, IHS OKC Area



Tammy Wilson, President

 02/24/2023

CAPT Jodi Tricinella,
Ambulatory Care Director



Ruth A. Bilder, SHRM-SCP
Labor Relations Specialist

ARTICLE 40 - FLEXIBLE WORKPLACE

SECTION 40.1: The parties agree that the policy contained in the Indian Health Manual, Part 7, Chapter 6, Flexible Workplace Arrangements Program, (FWAP) will be adhered to. Any Billings Area IHS FWAP policy is subject to Council negotiations.

SECTION 40.2: The parties agree that all flexible workplace agreements will be in writing. The parties also agree the Local Union President will be afforded the opportunity to review all agreements for bargaining unit employees and will indicate their concurrence by signing the agreement.

ARTICLE 26: TELEWORK AND REMOTE WORK

SECTION 1: General

- A. This article addresses telework and remote work as flexible work arrangements. HHS and NTEU jointly recognize the mutual benefits of a flexible workplace program to the Agency and its employees. Balancing work and family responsibilities and meeting environmental, financial, and commuting concerns are among its advantages. This article controls over any conflicting terms of the HHS Workplace Flexibilities Policy.
- B. Telework is a voluntary program that permits employees to work at home or at other approved alternative location(s) to the conventional office site. For purposes of this Agreement, the terms telework, teleworking, “telecommuting” are synonymous and include working at home or at an approved alternative work site.
- C. Remote work is an alternative work arrangement that involves an employee performing their official duties at an approved alternative worksite away from an agency worksite without returning to the agency worksite twice a pay period on a regular and recurring basis to perform work. The Parties recognize that the use of remote work has the potential to improve and increase productivity and morale, improve employee engagement, maintain talent, and to provide the public with greater service.
- D. Participation in telework and remote work is voluntary. Participation in telework and remote work is not an entitlement nor is it a substitute for dependent/family care.
- E. Management may utilize flexible work arrangements incorporating telework and remote work for employees with dependent care responsibilities as part of an overall strategy to meet the agency’s mission, enhance employee work/life balance and facilitate an employee’s ability to manage both work and dependent care.
- F. While telework and remote work are not substitutes for dependent care, these programs can be a very valuable flexibility to employees with caregiving responsibilities, by eliminating time required to commute and expanding employees’ choices as to dependent care. There is no bar on telework or remote work while there are dependents in the home. However, employees may not telework or remote work with the intent of or for the sole purpose of meeting their dependent care responsibilities while performing official duties. Employees must use approved leave or other non-duty time to attend to dependent care responsibilities. While performing official duties, teleworkers and remote workers are expected to arrange for dependent care just as they would if they were working at an agency worksite; however, telework or remote work may be used as part of a more flexible work arrangement.
- G. The Parties anticipate that the telework and remote work programs will result in increased productivity, improvements in employee morale, talent recruitment, development and retention, job satisfaction, and reduced absenteeism. The Employer will identify barriers to implementing telework and remote work and take action to increase the opportunities for employees in suitable positions to participate in the program.

- H. Employees will be treated equitably with respect to appraisals of job performance, training, awards, reassignments, promotions, changes in grade, work requirements, approval for overtime work, and alternate work schedules, without regard to their participation in telework and remote work. The employee's performance will be evaluated against performance elements and standards contained in the employee's performance plan. Management and the employee understand there will be no distinction in the performance standards for remote workers, teleworkers, non-teleworkers, and non-remote workers.

SECTION 2: Telework and Remote Work Options

Situations appropriate for telework and remote work depend on the specific nature and content of the job, rather than just the job series and title. Participants may be permitted to telework for full days or a portion of a day. The following types of telework and remote work options are available:

- A. **Routine Telework.** This type of telework arrangement may be used when there is a regular and recurring opportunity to perform work at an alternate site. For example, the work does not require face-to-face interaction and collaboration with customers or peers on a daily basis, it does not require specialized equipment, systems, or reference materials unavailable except at the conventional office, and the employee's work habits are such that once an assignment is given, it can be accomplished without further oversight or supervisory consultation at the official duty station. Regular and recurring telework may be performed for up to eight (8) days per pay period (e.g., Monday-Thursday of each week), unless the employee is approved for remote work. Employees on routine telework must normally report to the official duty station (ODS) at least twice per pay period, pursuant to [Section 6E](#) below.
- B. **Episodic or Ad hoc Telework.** Telework arrangements may also be used on an occasional or episodic basis, for individual days or hours within a pay period, or for a special assignment or project on a short-term basis (as determined by the Employer). For example, such work tasks may include: data analysis, reviewing grants/cases, writing decisions or reports; telephone intensive tasks such as obtaining or collecting information, following up on participants in a study or setting up a conference; and some computer oriented tasks such as programming, data entry and word processing. Typically, appropriate assignments include, but are not limited to, activities that require uninterrupted concentration and result in measurable work outputs or products.
- C. **Remote Work.** Remote work allows an employee the flexibility to work from an approved alternative worksite within or outside the local commuting area of the agency worksite (i.e., a 45-mile radius) with no expectation to report to the agency worksite on a regular bi-weekly pay period basis.
 - 1. A position may be eligible for remote work (within or outside of the local commuting area) if the duties require less than 16 hours per bi-weekly pay period at the agency worksite.
 - a. Positions should be designated as "remote within the local commuting area of the agency worksite," if there is some regular and recurring frequency with which the position requires work to be performed at an agency worksite each month, but less

than 2 days per bi-weekly pay period. For these positions, employees should have an official worksite/alternative worksite within the local commuting area.

- b. Positions should be designated as “remote outside the local commuting area of the agency worksite,” if the position requires little to no onsite presence (e.g., once annually, quarterly). For these positions, employees are not required to have an official worksite/ within the local commuting area.
- c. The designation of a position as “remote outside the local commuting area” will not preclude an employee from requesting a remote work location within the local commuting area.

2. Commuting Area and Locality

- a. Employees under a WFA for remote work will be eligible for travel reimbursement subject to supervisory approval on days they are required to report to work. Employees who are required to report to the employer’s worksite within the local commuting area (i.e., within 45 miles of the employee’s official worksite), will be reimbursed for Employer authorized reasonable travel expenses (e.g., mileage in accordance with the GSA mileage reimbursement rate).
- b. Although remote workers are not required to routinely report to the traditional worksite on a pay period basis, the Agency may require a remote employee to travel to an agency worksite for a circumstance requiring the employee’s physical presence where the specific duties cannot be performed at the remote worksite (e.g., mandatory in-person training/meetings). The Employer will provide reasonable advance written notice to the remote worker of any requirement to travel to an HHS worksite, normally at least 24 hours in advance for remote employees in the local commuting area and five (5) workdays in advance for remote employees outside of the local commuting area and shall include the reason(s) why the employee’s physical presence is required. Employees under a WFA for remote work will be reimbursed for authorized travel expenses and may be entitled to per diem in accordance with the [FTR](#) for expenses resulting from the employee’s travel to the agency worksite outside the local commuting area (i.e., more than 45 miles outside the employee’s official worksite). All travel costs for required travel to the official worksite will be reimbursed by the Agency, consistent with this Article, the [Federal Travel Regulations \(FTR\)](#) and [Article 42 \(Travel\)](#) of this Agreement.

- 3. An approved WFA for remote work will result in a change in the employee’s official duty station. The Agency will provide the employee with proper notice of the change in duty station.

D. Reasonable Accommodation. When a temporary disability that formed the basis for a telework or remote work reasonable accommodation no longer exists, the telework reasonable accommodation must be reviewed and may be modified or terminated as appropriate, consistent with this Article. Telework and remote work arrangements may be appropriate to reasonably

accommodate an employee with a temporary or permanent illness or disability, when the employee's medical condition meets the Reasonable Accommodation requirements under applicable law and regulation, including the [Rehabilitation Act of 1973 \(29 U.S.C. § 791\)](#), as amended, if the job can be accomplished at an alternate worksite. Such requests should be handled in accordance with the applicable laws and regulations, and the HHS Reasonable Accommodation Policy.

- E. Temporary Workplace Flexibility. Employees with a temporary illness or physical incapacitation or assisting with the care of a family member recovering from an illness or physical incapacitation, may be granted temporary WFA with appropriate supporting documentation (e.g., telework, or an exception to reporting to an agency worksite) for up to six (6) months, unless extended. The procedures in [Articles 38](#) and [51](#) will apply. The authorization to work at an alternate worksite under this subsection is intended to be temporary while the employee or the family member recovers from the illness or incapacitation. Examples of temporary illness or physical incapacitation include, but are not limited to, temporary infectious illnesses, recovery from surgery, temporary but recurring medical treatments such as chemotherapy, and other medical conditions which impair the mobility of the employee.
- F. While particular positions may be designated as presumptively eligible for telework or remote work, there is no presumption against eligibility as long as the employee's position meets the eligibility criteria set forth in this Article. Decisions on an individual employee's eligibility for telework and remote work will be made on a case-by-case basis consistent with this Article. Either party may initiate bargaining consistent with [Article 3](#) of this Agreement over designating positions as presumptively eligible for telework or remote work.

SECTION 3: Telework and Remote Work Eligibility and Approval

- A. To participate in telework and remote work an employee must demonstrate that they meet the eligibility requirements set forth in this [Article](#), and must continue to meet them throughout the eligible period. In addition, the employee's duties must be portable, and the assignments must be appropriate for telework. A determination that a position is eligible for telework and/or remote work is made based on the specific nature and content of the job, and the employee's actual duties, rather than just the job series and/or title. The positions are comprised of job duties that can be effectively performed outside the agency worksite without diminishing performance or agency operations.
- B. Telework arrangements must be consistent with maintaining adequate office coverage. Adequate office coverage varies from location to location and is not necessarily a specific percentage of employees. It is determined by the specific needs of a location.
- C. The Parties agree that specific individual participation in telework and remote work must be considered on a case by case basis and applied in a manner consistent with this Article, and applicable laws. In making telework decisions, supervisors must take into account the work unit as a whole when considering whether or not a specific telework request will impact the ability of the unit to accomplish its mission and goals. The decision will not be made in an arbitrary and capricious manner. The Employer will administer the telework and remote work program in a

fair and equitable manner. Consistent with the provisions of this Article, the supervisor retains the authority to review, determine, and approve participation in this program.

- D. For an employee to be eligible for telework or remote work, the employee must have adequate internet access if the work being performed at the telework/remote work site requires HHS network connectivity, and the resources required for the employee to complete the work are available/accessible at the telework/remote work location including, but not limited to, a computer (if necessary) to connect to the virtual private network (VPN), and the Voice over Internet Protocol (VoIP) or other capability to make and receive calls (e.g., cell phone or other technology).
- E. Telework Eligibility Criteria. Each employee must meet and maintain the following criteria to be considered eligible to participate in the telework program.
1. The employee's latest rating of record is "fully successful" (currently Achieved Expected Results) or better, and there is no reasonable cause to believe this level of performance will drop; If the employee does not have a rating of record, they may be presumed to be "fully successful" for the purpose of telework eligibility;
 2. The employee is not on a leave restriction;
 3. The employee is not on a Performance Improvement Plan;
 4. The employee has not been officially disciplined for being absent without permission for more than 5 days in any single calendar year or for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
 5. The employee has not received any disciplinary or adverse action which has a nexus to the integrity of the telework program within the last six (6) months;
 6. The employee has demonstrated the ability to initiate their own work, work without direct supervisory oversight and recognizes when supervisory or other assistance/guidance is needed on a project;
 7. The employee has completed the Employer's required telework training, or will complete training prior to starting telework;
 8. For an employee applying for telework for the first time in an OPDIV/STAFFDIV, the employee must have held her/his current position for at least three (3) months, unless otherwise agreed to by the supervisor; and
 9. The employee's fully successful (currently Achieved Expected Results or its equivalent) performance of the work does not require:
 - a. Daily and frequent use of specialized equipment or technology that is available only at the official duty station;

- b. Daily and frequent face to face contacts with co-workers, managers and/or customers (except where such contact can be otherwise accommodated); and
 - c. Daily and frequent access to confidential or sensitive data and/or information (not attainable from home) such as personnel and/or payroll records or proprietary information protected from unauthorized disclosure by the [Privacy Act of 1974](#) and its implementing regulations.
- F. In some circumstances, the need to maintain adequate staffing levels in the traditional office worksite for such purposes as telephone coverage that cannot be accommodated on telework or immediate face-to-face customer service may result in conflicts among telework participants regarding scheduling of days to be worked on a telework arrangement. If such conflicts occur, the supervisor(s) and the affected employees will attempt to resolve the conflict in a manner which is satisfactory to the supervisor(s) and affected employees. If such discussions do not result in a satisfactory resolution, the following tiebreaker formula 3G will apply.
- G. The telework preferences of employee(s) that are already participating in the program shall take precedence over the preferences of new applicants. If the conflict is between employees who are already participating, or between two or more new applicants, the tiebreaker shall be by seniority (high seniority). Seniority shall be determined by employees' federal Service Computation Dates (SCDs).
- H. Remote Work Eligibility Criteria.

1. Employees are eligible for remote work when:

- a. The employee's duties require less than 16 hours per bi-weekly pay period at the agency worksite;
- b. The employee has a performance plan in place and is performing at least at the fully successful level or its equivalent and participation is not expected to cause an adverse impact on organizational productivity; and
- c. The employee has not been officially disciplined for being absent without permission for more than 5 days in any single calendar year or for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

2. Examples where remote work would be appropriate include (but are not limited to) the following:

- a. The employee's position does not require regular face-to-face interaction with other employees or stakeholders at a specific HHS office location; or
- b. The employee is impacted by an office closure and there is still an identified business need to perform work in that geographic pay area.

3. An employee is considered ineligible if:
 - a. The employee has been officially disciplined for being absent without permission for more than 5 days in any single calendar year; or
 - b. An employee has been officially disciplined for violations of the Standards of Ethical Conduct for Employees of the Executive Branch ([5 CFR § 2635, Subpart G](#)) for viewing, downloading, or exchanging pornography, including child pornography on a Federal Government computer or while performing Federal Government duties; or
 - c. The employee's performance during the performance year falls below the fully successful level.
4. Employees hired in positions that were advertised as remote have no additional eligibility requirements beyond those identified in Section 3H3(a) and (b) above.
5. In determining whether to grant requests for remote work by individual employees, if the requesting employee has been working full-time from an alternate worksite in their current position per [Article 26](#), currently or at any time in the past, there will be a presumption that the request should be granted if the eligibility criteria in this Article are met. This presumption does not apply to full-time telework that was the result of (1) a formal reasonable accommodation, or (2) the pandemic emergency, or (3) a temporary accommodation for health or personal reasons.
6. The Employer has determined it will consider budget, including travel, when considering remote work requests, particularly requests in which the employee would be required to be approved for TDY when traveling into a facility.
 - a. Before denying a remote work request based on budget, the Employer will notify the requesting employee of the specific impact on budget, and attempt to find a resolution (e.g., the parties could agree to limit any required travel to a TDY).
 - b. If the Employer denies a remote work request for budgetary reasons, it will provide the specific budgetary reasons for its decision to the requesting employee. Denials may be grieved.

SECTION 4: Telework and Remote Work Application Process

- A. Eligible employees may submit a completed Workplace Flexibilities Agreement (WFA) for telework or remote work through their Office or OpDiv system to their immediate supervisor or management official designated by their Office or OpDiv. The WFA for telework or remote work serves as the employee's application/request form that may be accessed through the HHS Office or OpDiv Intranet. A copy of the WFA is attached as [Appendix 26-1](#).

- B. Within ten (10) calendar days of submission, the employee's supervisor will approve or disapprove the employee's request in writing. If the request is disapproved or modified, the employee will be notified in writing stating the reasons for that action.
- C. If an employee's request for a remote work arrangement is approved, the Agency will complete an SF-52 and notify the employee if a change in duty station may impact the employee's locality pay. The employee will be given five (5) workdays from the date of notification to advance or withdraw the WFA for remote work. If the Agency provides notice to an employee under this section while the employee is on leave, the employee will be given five (5) workdays from their return from leave to advance or withdraw their WFA for remote work.
- D. If the employee decides to advance their approved WFA for remote work, the employee's WFA for remote work becomes effective and implemented on the date mutually agreed upon between the employee and supervisor. An employee's official duty station will be updated on the SF-50 as soon as administratively feasible but no later than two full pay periods from the WFA effective date. The SF-50 effective date will be the date the WFA is signed and dated by the employee and the employer.
- E. If a WFA for telework is approved, the employee may begin teleworking on the first day of the pay period after approval, unless an earlier start date has been approved.
- F. If an employee's request for telework or remote work (i.e., initial request, modification request, or termination request) is disapproved or modified, within five (5) workdays of disapproval, the employee will be advised in writing with the reason(s) for disapproval. Managers shall not unreasonably or arbitrarily deny an employee's request. The Union may file a grievance in accordance with [Article 45](#) of the parties' National Agreement.
- G. Employees may submit a written request to their immediate supervisor to modify or terminate their WFA for telework or remote work. Requests to modify a WFA for remote work must be made at least 60 workdays prior to the intended relocation and shall include the proposed alternative worksite. The Agency will provide a written response to the requesting employee within ten (10) workdays of the request submission. In instances where employees request to terminate their remote work agreement, the employee may assume moving cost expenses.

SECTION 5: Equipment and Technology

- A. Teleworking and remote working employees must use HHS approved technologies and methods to access all HHS networks and systems. Employees will be provided with government furnished equipment necessary to perform their assigned duties at the alternate or remote worksite, and they will be required to use that equipment. This will include a government issued laptop equipped with a camera and technology for remote network access. The use and availability of technology, equipment, and data will be governed by Agency policy where not in conflict with this Agreement. Agency equipment issued to remote workers and teleworkers is for official use, and the Employer is responsible for its repair and maintenance. Employees are responsible for maintaining and repairing personally owned equipment. The Employer will make available necessary office supplies.

B. Employees who telework less than fifty percent (50%) of their bi-weekly work requirement may, subject to the availability of funds, be provided with the following equipment:

1. a computer monitor;
2. a keyboard and mouse;
3. a docking station or similar device, as necessary;
4. the capability to print, scan, fax and/or copy if the Employer determines it is needed for the employee to perform their job duties while teleworking; and

In addition, for communications, employees will be provided with the capability to make outgoing and receive incoming calls via software on the employer-provided technology.

C. Remote workers and routine teleworkers who telework fifty percent (50%) or more of their bi-weekly work requirement will, subject to the availability of funds, be provided with equipment similar to non-teleworkers, which will include the following:

1. a computer monitor, if necessary to perform their job duties;
2. a keyboard and mouse;
3. a surge protector, if required by the division;
4. a docking station or similar device, as necessary;
5. lockable storage, if necessary;
6. the capability to print, scan, fax and/or copy if the Employer determines it is needed for the employee to perform their job duties while teleworking; and
7. for communications, employees will be provided with the capability to make outgoing and receive incoming calls via software on employer-provided technology.

The Employer is responsible for the repair and maintenance of any equipment it provides. Nothing in this section precludes employees from requesting additional equipment, subject to the availability of funds.

SECTION 6: Work Schedules, Official Duty Station, Reporting and Recall to the Office

A. Participants in the telework program shall be permitted as part of a telework arrangement to continue to work any AWS schedule they may already be working or for which they are approved under [Article 25](#). Employees who work approved flexible work schedules and vary their start times will accurately record all hours worked. An employee's scheduled day off on an approved AWS schedule is not considered a teleworkday.

- B. The official duty station means the official worksite of an employee for purposes of locality pay.
1. The official worksite of an employee participating in the telework program is the conventional work site for purposes of travel reimbursement.
 2. The official duty station for an employee with an approved WFA for remote work, whether it is in the local commuting area or outside of the local commuting area, is the approved alternative worksite (e.g., the employee's home).
- C. Changes to the Official Worksite/Alternative Worksite.
1. Employees must request to change the location of their official worksite/alternative worksite in advance. Supervisors are encouraged to be flexible with a remote employee's official worksite/alternative worksite, provided it continues to meet the agency's needs and does not negatively impact the mission including, increase expenses for the agency. Employees may not begin working at a new official worksite/alternative worksite until it has been approved.
 2. Upon approval of a new official worksite/alternative worksite for a remote employee, the employee must submit a new WFA for remote work with the new location.
 3. Employees, whose WFA for remote work is modified at the request of the employee, are responsible for all expenses that may be incurred associated with the relocation.
- D. Employees who work approved flexible work schedules and vary their start times may be required to inform their supervisors, of their start and end times for those days they work at an alternate site, consistent with [Article 25](#).
- E. Employees on a routine (regular and recurring) telework arrangement are required to report to the official duty station (ODS) as listed in their approved schedule that must include at least two (2) days each pay period (full or partial days) for, and may be removed from Telework if they fail to do so. Employees can take non-duty time or leave to return to their telework location. Managers have discretion to waive the reporting requirement for Teleworkers in accordance with [5 CFR § 531.605\(d\)\(2\)](#). Such a waiver will be in writing. Mobile workers (e.g., FDA Inspectors) who regularly perform work within the locality pay area meet the reporting requirement. If an employee is on an approved absence for all of the day on which they would otherwise have to report to the ODS, the requirement to report is satisfied. An employee who has reported to their ODS for less than their full TOD to the extent they are on approved leave has met the requirement.
- F. The Employer has the right to direct Telework employees to report to the office on their scheduled telework day due to special circumstances, including, but not limited to, office assignments, meetings, absence of other employees, emergency situations, or training classes. These should be planned to give the employee notice in time to travel to the official duty station during their regular commute time. Time spent traveling will not be considered hours of work if it is commuting. When the employee is scheduled for a full day tour of duty (TOD) at the Telework site and receives notification to report to the official duty station after the start of the

workday or too late to travel during the employee's normal commute time, the reasonable time needed to travel to the office will be during duty hours.

- G. The Employer will make reasonable efforts to provide alternative methods, such as virtual meetings teleconferencing, use of fax and e-mail, and/or other methods to avoid unplanned situations requiring the telework or remote work employee to report to the conventional work site. However, when situations occur that require a teleworking employee to return to the conventional worksite, travel to and from the office is normal commuting time and as such is not considered hours of duty, except as provided in subsection 6F above. For remote workers with an alternative worksite outside of the commuting area of the conventional work site, the Employer will generally provide at least five (5) workdays advance notice of the need for the employee to report to the agency worksite.
- H. Compensatory Time Off for Travel. Remote employees required to travel away from their official worksite/alternative worksite may be afforded compensatory time off for official travel, if the approved itinerary requires the employee to be in a travel status, when such time is not otherwise compensable.
- I. As a minimum level of accessibility, the employees in the telework and remote work program are expected to be as available to managers, co-workers and customers by telephone, E-mail, voice mail, virtual platforms (e.g., Microsoft Teams, Microsoft Lync or Skype, if available) or other communications media during their scheduled daily tours of duty as when working at the official duty station. An individual's availability as indicated by this technology is not a reliable record for purposes of employee tracking or determining if an employee is engaged in official Agency business. These tools merely indicate user availability as interpreted by the tool. More specifically, monitoring an employee's availability utilizing technology cannot be used as evidence of the employee's time worked or used as proof to demonstrate an employee's failure to work. Accordingly, this information should not be used as a basis or justification for any adverse employment action.

Teleworking and remote work employees will make their telework contact information readily available.

Where face-to-face meetings are warranted but impractical, employees will be notified in advance (normally at the time the meeting is scheduled) of the requirement when there is a particular need for the employee be visually seen (e.g., including but not limited to, the employee is presenting to the meeting, for purposes of introducing the employee to others). In those situations, the employee may be directed to turn their camera on for the meeting or relevant portion thereof, provided the employee has the necessary working equipment. Employees who are directed to use the camera feature may discuss the requirement with their supervisor and may be exempted from the requirement for good cause (e.g., reasonable accommodation, recovering from an injury). Employees may blur background or use another appropriate backgrounds when using virtual platforms.

If there is a business need for management to record a meeting (e.g., for training purposes), management will notify the participants in advance and identify whether use of the camera is optional. No other recordings (video and/or audio) are permitted. Nothing in this provision

waives the Union's right to bargain over new technology when required by law, rule, or regulation.

- J. Overtime and credit hours worked must be consistent with [Articles 22](#) (Overtime) and [25 \(AWS/Hours of Work\)](#) of this Agreement. Compensatory time may be substituted for overtime pay in accordance with law, regulation, and [Article 22](#), Overtime, Compensatory Time, and Holidays, of this Agreement. Nothing in this Article diminishes an employee's [FLSA](#) rights as provided for by law and regulation.
- K. Policies and practices for requesting and using leave remain unchanged, except as provided in the applicable articles of this Agreement.
- L. For purposes of timekeeping, participants will certify each pay period indicating hours worked or any exceptions to the scheduled tours of duty specified in their telework agreements. Falsifying time reports is cause to terminate participation in the telework program and could be grounds for other adverse or disciplinary action.
- M. The Employer has the right to be provided with reasonable assurance that employees are working at alternate sites when scheduled. Supervisors may also require that employees update work calendars to show their availability to schedule meetings. Employees are required to respond to Supervisors' messages to them.
- N. Employees may switch their scheduled teleworkday(s) with prior supervisory approval. If an employee's request is denied, the reason(s) for the denial shall be provided to the employee in writing if requested. Managers shall not unreasonably or arbitrarily deny an employee's request.
- O. Employees who participate in the Telework Program may be required to share office space with their co-workers or via hoteling, hot desking, desk sharing, or other means. When the Employer determines that there is a need for sharing of office space in any post of duty, it will provide advance notice to NTEU consistent with [Article 3](#) of this Agreement, and bargain to the extent required by law and this Agreement.

SECTION 7: Alternative Worksite Requirements

- A. Employees are only authorized to telework from their approved location and need supervisory approval to change locations.
- B. A telework arrangement may not be feasible where there is a prohibitive cost to duplicate the same level of confidentiality or security as exists in the employee's official duty station.
- C. Telework home sites must have adequate workspace, lighting, residential telephone service, power, smoke alarms and adequate security.
- D. The Employer has the right to inspect the home work site at any time to ensure its suitability. The Employer will provide not less than three (3) workday's notice in advance of the inspection and the Union shall have a right to be present.

- E. Employees must comply with all security measures and disclosure provisions, including password protection and data encryption so that the [Privacy Act](#) or other security standards are not compromised.
- F. Employees who telework from home must keep Government property and information safe, secure, and separated from their personal property and information. Employees must protect all government records and data against unauthorized disclosure, access, mutilation, obliteration and destruction. Employees must comply with all required information technology security measures, including password protection and data encryption, and disclosure provisions so that the Employer's security or [Privacy Act](#) requirements are not compromised.
- G. Employees must ensure that government provided equipment and property is used only for authorized purposes. Reasonable care should be used in operating all equipment. The servicing and maintenance of government owned equipment is the responsibility of the Employer.

SECTION 8: Termination and Suspension of Telework and Remote Work

A. Telework.

1. The Employer may terminate, suspend, or modify, an employee's participation in the telework program for cause, such as:
 - a. Failure to meet or continue to meet the eligibility criteria for telework in this [Article](#);
 - b. Failure to adhere to the provisions of the telework agreement in the [Workplace Flexibilities Agreement \(WFA\)](#) and/or of this [Article](#);
 - c. Failure to accurately and truthfully report time worked;
 - d. Organizational exigencies that impact on the mission of the Employer, and require the employee to perform work at the official duty station;
 - e. For misconduct in connection with the employee's obligations under the Workplace Flexibilities telework or remote work programs as set forth in this [Article/Workplace Flexibilities Agreement \(WFA\)](#).
2. Prior to terminating, temporarily suspending or modifying an employee's Workplace Flexibilities Agreement (WFA) for telework, the supervisor will notify the employee in writing at least seven (7) calendar days in advance of the change. All such notices will identify the reason(s) for the change and the duration of any temporary suspension or modification. A temporary suspension or modification will end once the need for it has abated. Decisions on termination, suspension or modification of workplace flexibility arrangements for telework are grievable.
3. If a telework agreement is cancelled or terminated, within the first sixty (60) days of the employee's return to the traditional workplace the Employer will make reasonable efforts to return the employee to the same or a comparable work situation that they had prior to

beginning the telework arrangement. After sixty (60) days, the Employer will restore the employee to the same or comparable work situation of other similarly situated employees.

B. Remote Work.

1. The Agency may terminate or modify an employee's remote work arrangement (unless the employee was hired as a remote worker) for cause, for the reasons described Section [3H3](#) of this Article. When deciding to terminate a remote work agreement, the Employer will document and be able to demonstrate the reasons for the termination. Notice to terminate or modify an employee's remote work arrangement will be provided to the employee in writing at least thirty (30) days in advance of the effective date. The Union or employee may file a grievance over termination or modification of remote work in accordance with [Article 45](#) of this Agreement.
2. For cause termination or modification will be based on one of the following:
 - a. the employee is no longer eligible for the reasons cited in subsections [3H3](#) above;
 - b. the employee does not comply with the terms of the written WFA for remote work ([5 U.S.C. § 6502\(b\)\(3\)](#)); or
 - c. circumstances in which work is no longer portable.
3. An employee whose WFA for remote work is terminated will be assigned to an Agency worksite. An "Agency worksite" shall be defined as a work location within the budgetary control of the division within which the employee is assigned. Subject to workload considerations, the Agency will make every reasonable effort to reassign the employee to a duty station within the employee's Office's workspace located within the employee's local commuting area. Where the Agency offers the employee a choice of several official worksites, the employee may select a post of duty closest to the employee's remote work duty station. Upon completion of a change in duty location, the employee's SF-50 will be updated accordingly.
4. If remote work is terminated because the work is no longer portable pursuant to subsection 8B2(c) above, the employee is entitled to relocation reimbursement. If remote work is terminated for cause pursuant to subsection 8B2(a) or (b) above, or if the employee voluntarily terminates the remote work arrangement, the employee is not entitled to relocation reimbursement.

SECTION 9: Employee General Responsibilities and Liabilities

- A. The Employer will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the telework work site. The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Employer as provided for by law and regulations.

- B. When a teleworking or remote employee experiences a condition that prevents them from working at the telework/remote work site and which is not otherwise covered under the weather and safety leave provisions in [Section 11](#) of this article (e.g., power outage, loss of internet), the employee must contact their supervisor as soon as practicable. The employee may be directed to travel to their assigned duty station (teleworkers) or an agency worksite within their local commuting area (voluntary remote workers) provided they may safely travel under the circumstances to complete their workday. If directed to travel during regular duty hours, the employee will receive duty time to do so. If the employee is not directed to report to an agency worksite, the employee may be asked to perform other duties or granted administrative leave.
- C. The employee is covered under the [Federal Employees Compensation Act](#) if injured in the course of performing official duties during their official tour of duty at the alternate work site.
- D. The Employer will not be held liable for damages to the employee’s personal or real property during the performance of official duties or while using Employer equipment in the alternative work site, except to the extent the Employer is held liable under the [Federal Tort Claims Act](#) claims or claims arising under the [Military Personnel and Civilian Employees Claim Act](#).
- E. WFAs for telework and remote work are between the employee and their supervisor. When employees are detailed or permanently assigned to another organizational unit of the Employer and under another supervisor, the employee and supervisor will discuss the continuation and/or necessary modifications to the existing agreement, consistent with this [Article](#).
- F. Workplace flexibility agreements do not expire; however, managers and employees may review workplace flexibility agreements on an annual basis; this process is not a re-application process. Updates to an agreement may be made at the request of an employee and/or must be consistent with the provisions of this [Article](#).

SECTION 10: Reports to OPM

The Employer will provide the Union with copies of any reports on telework usage provided to OPM within fifteen (15) days of submission of the report to OPM. If not provided in the report to OPM, the Employer will provide the Union with the following information, broken down by OpDiv: (1) the number of employees eligible to participate in the telework program; and (2) the number of employees participating in the telework program (including name, location, series, grade, and the type of telework arrangement).

SECTION 11: Leave, Early Dismissals, Closures and Weather and Safety

- A. Whenever it becomes necessary to close an office because of a weather or other safety-related condition, reasonable efforts will be made to inform all employees by private or public media, including email, and other methods as appropriate and available.

Consistent with [5 CFR Part 630, Subpart P](#), a “weather or other safety-related condition” is:

- 1. An act of God (e.g., heavy snow or severe icing conditions, floods, earthquakes, avalanches, hurricanes wildfires or other natural disasters, and pandemics);

2. A terrorist attack; or
 3. Another condition that prevents an employee or group of employees from safely traveling to or safely performing work at an approved location (e.g., power failures and other events beyond the control of the employee).
- B. For the purpose of this Section, Telework-ready employees are employees with an approved WFA Agreement for telework who have the necessary equipment (e.g., laptop) and necessary work files (paper or electronic) at their Telework location (or transportable to the Telework location) to perform required duties at the Telework location at the time of an office closure or at other times as discussed below.
- C. When an employee with an approved WFA for telework may reasonably anticipate that a weather or other safety-related condition may force the closure of their HHS facility (e.g., forecasted snow storm), the employee must take reasonable steps (within an employee's control) to become Telework-ready – i.e., take necessary work equipment and necessary work files to their Telework location – for the anticipated day(s) the facility may be closed. In such circumstances before the weather or other safety-related condition occurs, managers may authorize employees who are not in their agency worksite/official duty station to travel on duty time (i.e., excluding overtime) to their agency worksite to obtain necessary work equipment or files to become Telework-ready.
- D. The Employer reserves the right to direct employees to report to an alternate work location, which could be their home, in emergency or catastrophic situations that disrupt agency operations, and results in the invocation of an agency's Continuity of Operations Plan pursuant to [5 U.S.C. § 6504\(d\)\(2\)](#).
- E. When an employee is Telework-ready and a weather or other safety-related condition forces the closure of their HHS facility, the employee is expected to perform work at their approved Telework location for their entire TOD, unless they take approved leave. Where the employee's telework site is also impacted by the same weather or safety-related condition (e.g. hurricane, wildfire, flood, evacuation) as the agency worksite/official duty station and the condition prevents the employee from safely working (e.g., power outage, evacuation order), the employee may be granted weather and safety leave that is granted to other employees in the office. If the employee is not Telework ready for all or part of the tour of duty when a weather or safety-related condition forces the closure of the HHS facility, the employee may be granted an appropriate amount of weather and safety leave.
- F. When a teleworking employee experiences a weather or other safety-related condition that prevents them from safely working at their Telework site, the employee must contact their supervisor as soon as practicable. The employee may be directed to travel to the employee's regular worksite – provided they may safely travel under the circumstances – to complete their workday. If directed to travel during regular duty hours, the employee will receive duty time to do so. If the employee is not directed to report to their regular worksite, the employee will be granted weather and safety leave that is granted to other employees in the office.

- G. In the event the office has an early departure, employees who have a Telework agreement and who are working in the office are required to take their equipment and work files to their Telework location to finish their TOD. Employees required to travel to their approved telework location during regular duty hours will be granted weather and safety leave for the time required to travel home. However, if the employee's telework site is also impacted by the emergency condition (e.g., hurricane, wildfire, flood, evacuation) and the condition prevents the employee from safely working (e.g., power outage, evacuation order), the employee may be granted an appropriate amount of weather and safety leave. Where an early departure has been authorized, teleworkers on a flexible work schedule may request and may be authorized to depart prior to the scheduled early departure time to complete their TOD from the telework location.
- H. In the event the office has a delayed opening, telework ready employees who were scheduled to report to the office may request to use unscheduled telework for their entire tour of duty or arrive at the delayed opening time to complete their tour of duty in the office.
- I. Unscheduled Telework hours worked due to a weather or safety-related office closure or unscheduled Telework announcement will not count against the employee's maximum number of hours permitted under the Telework Agreement.
- J. Employees who are required to work unscheduled Telework will not have their previously scheduled Telework days changed or cancelled.
- K. Employees on a Telework agreement may cancel pre-approved leave or paid time off and be granted weather and safety leave as other employees when its intended purpose is frustrated by the same weather and safety-related condition forcing the office closure, and the employee is not Telework-ready. The manager may request information or documentation to show that granting weather and safety leave is appropriate.
- L. In cases where weather and safety leave is granted for consecutive days, the employee must be reachable by the Employer via telephone or email, provided such services are available. If so, the employee must respond to attempts to communicate within twenty-four (24) hours.

Department of Homeland Security
Supplemental Documents

Department of Homeland Security
January 2024 Submission



**Homeland
Security**

**Department of Homeland Security
Work Environment Implementation Data Call
January 26, 2024**

Via this document, the Department of Homeland Security (DHS) submits its response to the Office of Management and Budget's (OMB) Organizational Health and Performance Memorandum (M-23-15) "Work Environment Implementation Data Call."

DHS fully supports the implementation of M-23-15, and we believe the actions DHS has taken and proposed meet the spirit and intent of the memorandum while ensuring our ability to meet performance and mission objectives. DHS remains committed to increasing in-person work hours through robust engagement with our Components. Specifically, we have provided guidance to the workforce on the proper coding of telework and remote work to ensure timely and accurate data; issued policy implementation guidance and discussed it at senior leader forums; tracked and evaluated our telework posture by reviewing and analyzing employees' time and attendance entries as compared to their telework/remote work agreement status; and actively monitor and improve telework data reporting to support compliance with communicated policies.

Since the beginning of Fiscal Year 2024, excluding priority mission critical occupations and law enforcement, 62% of hours were worked in-person across all of DHS's headquarters-equivalent employees (within and outside of the NCR). Headquarters-related personnel in the NCR conducted in-person work at an average of 42%. DHS will continue to review strategies to ensure in-person hours of HQ personnel in the NCR both support mission accomplishment and align with the minimum goal of 50% in-person presence.

The following submission reflects DHS's ongoing efforts to increase our in-person posture by providing additional guidance to maximize opportunities for meaningful in-person work.

1. Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

- August 29, 2023 – DHS employees received a communication on telework and remote work, which stated: *"The Department's leadership believes that continuing to increase meaningful in-person work is essential to further strengthening our organization."* Additionally, employees were directed to do the following which DHS continues to track each pay period:
 - Ensure their timecard accurately reflects where their work duties are performed (i.e., in-person at the agency worksite, teleworking from an alternate location, or remotely).
 - Ensure their telework or remote work agreements have been approved and the duty station matches the agreement.

- October 1, 2023 – Employees that were in a telework status resumed the in-person requirement to report to their respective agency worksite in accordance with their approved telework agreement and the DHS Telework and Instruction or their Component/office policy.
- February 5, 2024 – Components will receive a memo providing additional strategies to encourage/strengthen meaningful in-person work. The memo states that Components should seek to increase their in-person presence for things like team meetings, core days, all-employee meetings, on-boarding, mentorship, performance management, training, and the like.
- March 5, 2024 – Deadline for components to amplify the February 5 memo within their workforce with clear strategies and dates.
- Ongoing – DHS monitors bi-weekly compliance with our guidance from August 29 and October 1 and provides Components with reports where we find anomalies for resolution.
- Quarterly – DHS meets with each Component to review its human capital metrics to include overall compliance with mandates and to track any proposed shifts in work posture due to mission demands.
- While DHS personnel in headquarters-equivalent roles already exceed 50% in-person presence (as stated above, 62% of hours were worked in-person across all of DHS’s headquarters-related employees across the country), DHS will seek to achieve 45% in-person for the NCR by June 1 and 50% in-person for the NCR by September 1 (currently 42%).

2. Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

This continues to be a DHS leadership priority to ensure effective use of work schedules that support mission accomplishment. Given the wide array of DHS missions and locations, each DHS Component continuously assesses its in-office presence requirements and is empowered to make changes as mission dictates. As an example, FEMA issued guidance to its workforce increasing in-office presence from two days to four days per pay period to foster operational cohesion.

In the coming days, the DHS Chief Human Capital Officer will issue a memorandum to DHS Components, providing best practices for when in-person presence should be encouraged and sharing ways to maximize in-person presence to ensure meaningful interactions. Components will issue amplifying instructions to their workforces within 30 calendar days of receipt of the guidance. The memorandum also asks Components to ensure remote workers have up-to-date agreements with their locality pay matching their official duty station (typically their home address). The memo states that Components should seek to increase their in-person presence for things like team meetings, core days, all-employee meetings, on-boarding, mentorship, performance management, training, and the like.

3. Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

DHS tracks our in-person presence on a bi-weekly basis. After each pay period, the DHS Management Directorate compiles timesheet data, reporting it to DHS leadership using OMB's Telework Data Call template. Additionally, telework data is shared bi-weekly with Components for review and resolution of any anomalies, and also reviewed with each Component's Human Capital Officer quarterly to discuss trends and upcoming changes to in-person posture. In addition to the data that OMB collects, DHS relies on the following two metrics to ensure compliance with the OMB memorandum: 1) hours worked in-person across all of DHS's headquarters-related employees nationally; and 2) headquarters-related personnel in the NCR conducting work in-person. We believe these metrics provide a more meaningful assessment of in-person presence than focusing only on those employees who telework.

DHS Workforce Environmental Implementation Update
Response to OMB BDR 24-24
May 31, 2024

- On March 5, 2024, CHCO Edwards's Memo was published and distributed to agency CHCOs. On March 5 and 6, 2024, the memo was distributed to Operational and HQ Components. See attachment.

- DHS Component Agencies and Offices subsequently amplified CHCO Edwards' Memo.

- As of Pay Period 8 (ending 5/4/2024), DHS is at 45% in-office hours for HQ and HQ-related employees in the NCR, as of June 1, 2024.


Department of Homeland Security
Telework Policy(s)



**Homeland
Security**

March 5, 2024

MEMORANDUM FOR: Component Chief Human Capital Officers

FROM: Roland Edwards 
Chief Human Capital Officer

SUBJECT: **Increasing Meaningful In-Person Work**

The Department continues to support Office of Management and Budget (OMB) Memorandum [M-23-15](#), “Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments” as it relates to expectations that agencies actively increase meaningful in-person work. All Department of Homeland Security (DHS) Components should likewise be working towards increasing their in-person presence, in particular for those who serve in Headquarters roles (non-frontline personnel) in the National Capital Region.

Thank you for your continued work to implement the memorandum Deputy Under Secretary for Management R. D. Alles sent to Component Heads on August 24, 2023, and my email to all employees on August 29, 2023, to ensure we are coding our time and attendance correctly to increase our data accuracy. As you know, agencies report telework data to OMB each pay period. We will continue to provide you reports showing any anomalies and appreciate your help in resolving such anomalies expeditiously. DHS has demonstrated a commendable commitment to this effort, with better quality data that shows a substantial majority of our workforce faithfully reporting to work sites daily or in accordance with their approved work agreements.

While we have focused quite a bit on ensuring accurate time and attendance tracking for employees on telework agreements, we are asking that you also ensure remote workers have up-to-date agreements with their locality pay matching their official duty station (typically their home address). As a Department, flexibility has continued to help us meet our mission, but we must carefully review and ensure the positions designated as remote are effective as remote positions. For instance, careful consideration and a process should be in place for at least a second level supervisor approval for supervisor and Executive-level positions to be designated as remote work eligible.

As we continue to support our employees and supervisors to structure their in-person work so that it is meaningful, we are providing the following guidance for implementation and amplification within your Component. To the extent that it is feasible and appropriate to do so, Components should seek to increase their in-person presence in accordance with the following:

1. **Team meetings.** Many teams now have in-person, telework, and remote work employees. In-person meetings should still be held with teleworking employees present and with technology used to include remote employees. This continues to build camaraderie and fosters information exchanges within and across teams.
2. **Core days.** Organizational units may find benefit in establishing core days. These days can be in-office days or core hours to ensure overlap of employees whose work could benefit from in-person collaboration. This may help drive innovation or facilitate development of junior employees. These days may also be used to foster collaboration between teams, cross-functional teams, or project based working groups.
3. **All-employee meetings.** Where feasible and as mission and budget allows, teams (including remote employees) should meet in-person at least quarterly to exchange ideas, onboard new employees, and promote the culture and cohesion of the organization. Components should consider opening up large conference spaces for use throughout DHS for those that do not have access to such space.
4. **Onboarding new employees.** Onboarding new employees, to include participation by leadership, team members, and the new employees, should occur in-person for all employees, with the exception of remote workers. As an additional option, in-person on-boarding for remote employees is useful for the initial orientation to an organization.
5. **Junior staff development.** When employees are beginning their career, there is often a desire not only to build subject matter competence, but also to develop their professional network. DHS continues to expand opportunities for entry level talent. Supervisors should ensure opportunities exist for in-person interactions between junior and more senior staff to support skill building and accelerate their ability to support the work of the team.
6. **Mentoring and Coaching.** While virtual mentoring and coaching is highly flexible, in-person connections help to establish and foster the mentor and coaching partnership. Mentors and coaches should seek to meet in-person quarterly as part of these high-value relationships.
7. **Performance management.** Supervisors should take the opportunity to meet in-person with employees for mid-year and annual performance feedback conversations. This allows the supervisor and employee the opportunity to discuss performance expectations, goals, performance, and accomplishments. Hosting these critical conversations in-person provides the opportunity for the supervisor to have the benefit of verbal and non-verbal feedback.
8. **Training and development.** As stewards of taxpayer funds, it is imperative that we find economical ways to continue providing high-quality training and development to our employees. Often, group rates for in-person classes are available, which can reduce cost. Additionally, not all learners thrive in a virtual environment. Providing opportunities for in-person training not only fosters the sharing of experiences and knowledge, but can also be a great team-building opportunity.
9. **Team building.** There are many ways to build team cohesion. As an example, DHS provides volunteer hours for employees that could be used to create team-building events in conjunction with a volunteer/service activity during normal working hours.
10. **Problem-solving.** When new teams or work groups are forming, or when there are particularly difficult problems that require innovation, supervisors should consider whether these are opportunities for in-person team or cross-functional team meetings to

drive innovation more rapidly than can sometimes be achieved through virtual only interactions.

11. **New guidance.** The implementation of new policy guidance is an opportune time to bring teams together in person. This helps ensure a common understanding and provides the ability to hear questions and implementation strategies directly that can drive consistency.

The list above is not intended to be an exhaustive list of opportunities to foster meaningful in-person work, but rather, is a basis upon which Components should build your internal communications to your workforce. We expect Components to issue amplifying instructions to your workforce within 30 calendar days of receipt of this guidance.

The entire DHS workforce is mission focused. As you continue to review your performance metrics, please notify me at roland.edwards@hq.dhs.gov prior to announcing or implementing any changes to your in-office posture for your workforce. I am available to address any inquiries or concerns you may have regarding the specifics outlined in this memorandum. Thank you for your continued support in helping to create meaningful work environments that not only meet current challenges but also actively contribute to the sustained success of your Component and this Department.

Increasing Meaningful In-Person Work

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Distribution List

Assistant Commissioner, Office of Human Resources Management, U.S. Customs and Border Protection

Assistant Commandant of Human Resources, United States Coast Guard

Chief Human Capital Officer, United States Secret Service

Chief, Office of Human Capital and Training, U.S. Citizenship and Immigration Services

Chief Human Capital Officer, Federal Emergency Management Agency

Assistant Administrator for Human Capital, Transportation Security Administration

Chief Human Capital Officer, U.S. Immigration and Customs Enforcement

Human Capital Officer, Federal Law Enforcement Training Centers

Chief Human Capital Officer, Cybersecurity and Infrastructure Security Agency

Human Resources Director, Office of the Inspector General

Executive Director, Human Resources Management and Services, Office of the Chief Human Capital Officer

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Deputy Director, Cybersecurity and Infrastructure Security Agency

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Assistant Secretary for Legislative Affairs

Assistant Secretary for Public Affairs

Assistant Secretary for Partnership and Engagement

Director, Office of Homeland Security Situational Awareness

Chief Medical Officer (Director, Office of Health Security)

Officer for Civil Rights and Civil Liberties

Office of the Immigration Detention Ombudsman

Chief Privacy Officer

Citizenship and Immigration Services Ombudsman

Law Enforcement Advisor to the Secretary

Military Advisor to the Secretary

Increasing Meaningful In-Person Work
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Chief Financial Officer

Chief Human Capital Officer

Chief Information Officer

Chief Procurement Officer

Chief Readiness Support Officer

Chief Security Officer

Director, Federal Protective Service

Director, Office of Biometric Identity Management

Executive Director, Program Accountability and Risk Management

Department of Homeland Security
DHS Directives System
Directive Number: 123-05
Revision Number: 01
Issue Date: 2/11/2015
Telework Directive

I. Purpose

This Directive establishes the Department of Homeland Security (DHS) telework policy.

II. Scope

- A. This Directive applies to all civilian DHS employees meeting the definition of “employee” as defined in title 5, United States Code (U.S.C.) § 2105.
- B. This Directive supersedes Directive 123-05, Telework Directive.

III. Authority

Public Law (P.L.) 111-292, “[Telework Enhancement Act of 2010](#),” December 9, 2010, as codified in Chapter 65 of Title 5 of the United States Code.

IV. Responsibilities

- A. **DHS Chief Human Capital Officer (CHCO):**
 - 1. Establishes the DHS policy and guidance related to telework, consistent with all applicable laws, regulations, Executive Orders, and DHS policies.
 - 2. Ensures all DHS Components comply with this Directive.
 - 3. Designates a DHS Telework Managing Officer (TMO) to implement the telework program DHS-wide.
 - 4. Comply with 5 U.S.C. § 6506 (d), submitting an annual report to the Chief Human Capital Officer’s Council.
- B. **Component Heads or Their Designees:**
 - 1. Support telework within their respective Components, consistent with accomplishing their missions.

2. Establish Component-specific telework guidelines to implement this Directive within their respective Components.
3. Ensure telework implementation is coordinated among all Component program offices with a shared responsibility for an effective telework program.
4. Designate a Component representative to serve as the telework point of contact for the DHS TMO on all matters related to telework.
5. Ensure employees are notified of their eligibility to telework.
6. Establish specific parameters regarding the process for recalling employees to their regular worksite, to include the amount of notice to be provided to an employee.

C. **Executive Director, Headquarters Human Resources Management and Services** assumes the responsibilities listed under section IV.B. for all support Components with the exception of the National Protection and Programs Directorate (NPPD), the Office of Inspector General (OIG), and the Federal Law Enforcement Training Center (FLETC).

D. **Heads of NPPD, OIG, and FLETC** assume the responsibilities listed under section IV.B. for their respective support Component.

E. **DHS Telework Managing Officer (TMO):**

1. Serves as an advisor for agency leadership, including the CHCO, on telework issues.
2. Serves as the primary point of contact for the U.S. Office of Personnel Management (OPM) on telework issues.
3. Serves as a resource for managers and employees on telework matters.
4. Monitors and assesses Component telework implementation, and provides consultative assistance to Components on matters related to telework.
5. Develops and administers a DHS-wide tracking system for compliance with internal and external telework reporting requirements, and prepares reports for OPM and other oversight agencies.

V. Policy and Requirements

- A. **Telework Availability**: It is DHS policy to make telework available to eligible employees to the maximum extent possible without diminished employee performance or agency operations.
- B. **Telework Benefits**: Telework can be an effective strategy for accomplishing the DHS mission and maximizing government operations during emergencies; recruiting and retaining talent; enabling employees to better manage their work and family/life obligations; and achieving cost savings for both the Department and employees. Telework can also benefit the environment by decreasing energy consumption, traffic congestion, and pollution.
- C. **Continuity of Operations**: Telework is an integral part of DHS plans for continuing operations during all emergencies and events, including pandemic health crises, localized acts of nature, accidents, technology-related emergencies, and natural or man-made disasters. During any period that DHS is operating under a continuity of operations plan, that plan supersedes this Directive.
- D. **Management Approval**: Telework participation is not an employee entitlement or right. Telework is an additional method that management may utilize to accomplish work; therefore, telework participation is within the discretion of management, consistent with DHS and Component telework policies.
- E. **Voluntary Participation**: Employee participation in the Telework Program is voluntary. While participation in the Telework Program is voluntary, once an employee elects to telework, compliance with the requirements of a written telework agreement is not. An employee covered by a telework agreement may telework outside of his/her normal schedule because of a mission imperative, or during temporary emergency or closure situations, provided such requirement is addressed in the telework agreement.
- F. **Notification of Telework Eligibility**: Supervisors notify employees of their eligibility to telework.
- G. **Telework Eligibility**: All DHS positions are eligible to be considered for telework except for those that require on a daily basis:
1. Direct handling of secure materials determined to be inappropriate for telework by the Component Head, and/or
 2. Performance of on-site activity that cannot be handled remotely or at an alternate worksite.
- H. **Limitations on Telework Eligibility**: Employees who are subject to the limitations included in 5 U.S.C. § 6502 (a)(2) are ineligible for telework,

independent of the duties of their position.

I. **Telework Participation:**

1. To be able to telework, an employee's position is identified by management as "telework eligible" and the employee is approved by his/her supervisor or other designated approving official for telework participation.
2. Components may establish additional Component-specific participation criteria (performance, conduct, etc.).

J. **Telework Agreements:** In accordance with 5 U.S.C. § 6502 (b)(2), a signed agreement between the supervisor and employee is needed for participation in any telework arrangement.

K. **Denial or Termination of Telework Agreements and Appeals:** Components are mandated to report to the Office of the Chief Human Capital Officer all denials or terminations of telework agreements, including the reasons for the denials or terminations. Denials or termination of telework agreement must be in writing and include the basis for denial or termination, which is limited to participation criteria and/or business-related, operational needs, and, in the case of termination, failure to meet the terms and conditions of the telework agreement. If the employee wishes to appeal the denial or termination, he/she uses either the negotiated grievance procedure (if in a bargaining unit and if applicable) or the administrative grievance procedure.

L. **Dependent Care:** Telework is not a substitute for dependent care. Teleworkers make other arrangements for dependent care.

M. **Telework Training:** In accordance with 5 U.S.C. § 6503, eligible employees and supervisors of eligible employees must complete telework training before the employee's telework commences. Employees who have been teleworking on a regular basis before the effective date of this Directive may be exempted from this requirement.

N. **Equal Treatment:** In accordance with 5 U.S.C. § 6503 (a)(3), teleworkers and non-teleworkers are treated the same for purposes of work requirements, performance management, awards and recognition, training opportunities, promotion, and other acts of managerial discretion.

O. **Return to Regular Worksite:** Management reserves the right to require a teleworker to return to the regular worksite on his/her scheduled telework day(s), based on business-related, operational needs.

P. **Supplemental Telework Guidance**: Telework guidance developed by DHS Components, support Components, or individual offices, comply with this Directive.

VI. Questions

Address questions or concerns regarding this Directive to the Office of the Chief Human Capital Officer.



Chip Fulghum
Acting Deputy Under Secretary for Management

FEB 11 2015

Date

Telework Program

I. Purpose

This Instruction implements the Department of Homeland Security (DHS) Directive 123-05, Revision 01, Telework Directive.

II. Scope

This Instruction applies to all civilian DHS employees meeting the definition of “employee” as defined in title 5, United States Code (U.S.C.) § 2105.

III. References

- A. Public Law (P.L.) 111-292, [“Telework Enhancement Act of 2010,”](#) December 9, 2010, as codified in Chapter 65 of Title 5 of the United States Code.
- B. Section 359 of P.L. 106-346, “Department of Transportation and Related Agencies Appropriations Act of 2001,” October 23, 2000.
- C. P.L. 103-172, “Federal Employees Clean Air Incentive Act,” December 2, 1993
- D. Title 5, United States Code (U.S.C.) § 552a, The Privacy Act of 1974
- E. 5 U.S.C. § 6506(d) Chapter 65, Telework Reports
- F. 44 U.S.C., Chapters 21, 29, 31 and 33, The Federal Records Act of 1950
- G. 5 U.S.C., Chapter 81, Federal Employees’ Compensation Act (FECA)
- H. Title 5, Code of Federal Regulations (CFR) § 531.605, Determining an Employee’s Official Worksite
- I. Executive Order (EO) 13514, [Federal Leadership in Environmental, Energy, and Economic Performance](#), October 5, 2009
- J. U.S. Office of Personnel Management (OPM), [Guide to Telework in the Federal Government](#), April 2011

- K. OPM, [Pandemic Information](#)
- L. Federal Management Regulation (FMR) Bulletin 2006-B3, "[Guidelines for Alternative Workplace Arrangements](#)," March 17, 2006
- M. FMR Bulletin 2007-B1, "[Information Technology and Telecommunications Guidelines for Federal Telework and Other Alternative Workplace Arrangement Programs](#)," March 2, 2007
- N. Office of Management and Budget (OMB) Memorandum, "[Protection of Sensitive Agency Information](#)," June 23, 2006
- O. OMB Memorandum [M-11-27, Implementing the Telework Enhancement Act of 2010: Security Guidelines](#), July 15, 2011
- P. OMB Memorandum [M-11-20, Implementing Telework Enhancement Act of 2010 IT Purchasing Requirements](#), April 28, 2011
- Q. DHS Directive 9300.1, [Continuity of Operations Programs and Continuity of Government Programs](#), July 12, 2004
- R. DHS Directive 140-01, [Information Technology Systems Security](#), July 31, 2007
- S. Directive 047-01, Privacy Policy and Compliance, and Instruction 047-01-001
- T. DHS Privacy Incident Handling Guidance (2012)
- U. DHS Directive 0731, [Strategically Sourced Commodities Policy and Procedures](#), August 2, 2004
- V. DHS Directive 123-05, Revision 01, Telework Directive
- W. [DHS Sensitive Systems Directive Policy 4300 A](#), as amended May 20, 2013
- X. DHS Directive 250-05, [Designation of Essential and Exempt Personnel](#), July 11, 2012

IV. Definitions

- A. ***Alternate Worksite***: An approved location where official duties are performed away from the regular worksite. An alternate worksite may be the employee's residence, a telework center, a satellite office or another approved location.

- B. **Component**: Refer to [DHS Directive 252-01, Organization of the Department of Homeland Security](#).
- C. **Continuity Facility**: Locations other than the regular worksite used to carry out essential functions during continuity of operations events. In some cases, an employee's residence or other virtual office options may be designated as continuity facilities.
- D. **Continuity of Operations (COOP)**: A program where, in the event of any of a wide range of emergencies, including localized acts of nature, pandemic health crisis, accidents, technological-related emergencies, and natural or man-made disasters, federal agencies continue certain essential functions with little or no interruption.
- E. **Core Telework**: Telework that occurs on a routine, regular, recurring basis on one or more days per pay period. Also known as "routine telework."
- F. **Official Worksite**: The location where the work activities of the employee's position of record are based, as determined by the employing Component. An employee's official worksite is the worksite documented on the employee's Notification of Personnel Action (Standard Form 50 or equivalent).
- G. **Operational Component**: Refer to [DHS Directive 252-01, Organization of the Department of Homeland Security](#).
- H. **Personally Identifiable Information (PII)** means any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual.
- I. **Regular Worksite**: The place where the employee would normally work absent a telework agreement.
- J. **Situational Telework**: Telework that occurs on an occasional, non-routine basis. Situational telework includes, but is not limited to, telework that occurs on a temporary basis while an employee is recovering from an injury or illness; as a result of special work assignments; or when the regular worksite is closed due to COOP/pandemic health crisis or other emergency situations. Situational telework includes "unscheduled telework," which refers to telework that occurs on day(s) a teleworker was not scheduled in advance to telework.
- K. **Support Component**: Refer to [DHS Directive 252-01, Organization of the Department of Homeland Security](#).
- K. **Telework**: A flexible work arrangement under which employees perform the duties and responsibilities of their positions from an approved alternate worksite.

L. **Telework Agreement**: A written agreement of the terms and conditions of the telework arrangement that is completed and signed by the participating employee and his/her supervisor (and/or designated approving official).

M. **Telework Eligible**: The determination that a position is suitable for telework, based on the duties of the position. Employees who occupy positions that are telework eligible may be considered for telework participation, subject to management approval. Generally, employees in positions that involve onsite work or those in positions requiring regular access to classified information are not eligible to telework.

N. **Telework-Ready Employees**: Employees in telework-eligible positions with signed telework agreements who have the telework essentials (e.g., technology, power, internet access, etc.), that enable them to telework at their alternate location.

O. **Tour of Duty**: The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek, as determined by the employing Component.

V. Responsibilities

A. **DHS Chief Human Capital Officer (CHCO)**:

1. Establishes the DHS policy and guidance related to telework, consistent with all applicable laws, regulations, Executive Orders, and DHS policies.
2. Ensures that all DHS Components comply with DHS Directive 123-05, Revision 01, and this Instruction.
3. Designates a DHS Telework Managing Officer (TMO) to implement the telework program DHS-wide.
4. Comply with 5 U.S.C. § 6506 (d), submitting an annual report to the Chief Human Capital Officer's Council

B. **Component Heads or Their Designees**:

1. Support telework within their respective Components, consistent with accomplishing their missions.

2. Establish Component-specific telework guidelines to implement Directive 123-05, Revision 01, and this Instruction, within their respective Components.
3. Ensure telework implementation is coordinated among all Component program offices with a shared responsibility for an effective telework program.
4. Designate a Component representative to serve as the telework point of contact for the DHS TMO on all matters related to telework.
5. Ensure employees are notified of their eligibility to telework.

C. **Executive Director, Headquarters Human Resources Management and Services** assume the responsibilities listed under section V.B. for all support Components with the exception of the National Protection and Programs Directorate (NPPD), the Office of Inspector General (OIG), and the Federal Law Enforcement Training Center (FLETC).

D. **Heads of NPPD, OIG, and FLETC** assume the responsibilities listed under section V.B. for their respective support Component.

E. **DHS Chief Readiness Support Officer (CRSO)** develops and maintains workplace and workspace strategies that fully support the DHS mission and provides DHS-wide guidance in support of the mobile employee and telework.

F. **DHS Chief Information Officer (CIO):**

A. Develops and maintains strategies and provides DHS-wide guidance for enterprise information technology capabilities to support telework.

B. Ensures Government Furnished Equipment is configured to protect information owned or maintained by DHS against unauthorized access, use, modification, or destruction while teleworking.

G. **DHS Chief Procurement Officer (CPO)** coordinates with the DHS CIO and Component representatives to develop and execute DHS-wide contract vehicles and maximizes the use of federal-wide contract vehicles for telework-related technology and services, consistent with strategic sourcing principles and best practices.

H. **DHS Telework Managing Officer (TMO):**

1. Serves as an advisor for agency leadership, including the CHCO, on telework issues.

2. Serves as the primary point of contact for the U.S. Office of Personnel Management (OPM) on telework issues.
3. Serves as a resource for managers and employees on telework matters.
4. Monitors and assesses Component telework implementation and provides consultative assistance to Components on all matters related to telework.
5. Develops and administers a DHS-wide tracking system for compliance with internal and external telework reporting requirements and prepares reports for OPM and other oversight agencies.

I. **Supervisors/Management Officials:**

1. Comply with the provisions of DHS Directive 123-05, Revision 01, this Instruction, all applicable Component telework guidelines, and the terms and conditions of signed telework agreements.
2. Notify employees of their eligibility to telework.
3. Provide opportunities for employees to telework within the constraints of the organization's resources, workflow, and mission.
4. Ensure participating employees adhere to all applicable security provisions to protect government records (electronic and paper) from unauthorized disclosure, damage, or destruction; the requirements of the Privacy Act and the Federal Records Act; and all DHS and Component information security policies and procedures.
5. Approve, disapprove, review, modify or terminate employee's participation in the telework program.
6. Evaluate the impact of telework on the efficiency and effectiveness of work operations within their organization.

J. **Employees who Telework:**

1. Comply with the provisions of DHS Directive 123-05, Revision 01, and this Instruction.
2. Comply with all applicable Component telework guidelines, and the terms and conditions of their telework agreements.

3. Comply with all security provisions to protect government records (electronic and paper) from unauthorized disclosure, damage, or destruction.
4. Comply with the requirements of the Privacy Act, the requirements of Directive 047-01 and Instruction 047-01-001; and the Federal Records Act.
5. Comply with all DHS and Component information security policies and procedures.
6. Ensure that teleworking does not have a negative impact on the employee's performance or the organization's operations.
7. Ensure their telework arrangement does not have a negative impact on the work of other members of the workgroup (i.e., co-workers, supervisors) or on customers.

VI. Content and Procedures

A. **Telework Eligibility Notification:** Components are required to notify all employees of their eligibility to telework. Component telework policies will describe a reasonable timeframe in which newly hired employees will be notified of their eligibility to telework.

B. **Telework Agreements:**

1. Requests to telework are initiated by the employee, approved by his/her supervisor (and/or designated approving official) and formalized in a written or electronic telework agreement. Components establish and issue Component-specific procedures for requesting telework arrangements, approving/disapproving requests, terminating telework arrangements, appealing denial or termination decisions, and maintaining telework records.
2. All requests to telework will be responded to within twenty (20) calendar days of the request.
3. A signed telework agreement between the employee and his/her supervisor (and/or designated approving official) is necessary for all telework arrangements, including situational telework. Emergency Relocation Group (ERG)/mission-critical employees who may be expected to work from home or other virtual office locations during a COOP/pandemic event maintain current signed telework agreements in place.

4. Telework agreements reevaluated and updated annually (e.g., in conjunction with the issuance of the annual performance plan), and on an as-needed basis. A new or updated telework agreement created is when a new employee/supervisor relationship is established or when there is a change in the condition of work or in the terms and conditions of the telework arrangement (i.e., schedule, location, etc.). The frequency and conditions warranting reevaluation and update or renewal of existing agreements are included in the telework agreement.

5. A telework agreement includes, at a minimum, the following provisions:

- a. Participating employee and approving official names;
- b. Alternate worksite address and contact information;
- c. Location of the official worksite. If a change in official worksite is necessary, include a statement of impact on locality-based pay entitlements, travel expenses and allowances, reduction-in-force competitive determinations, etc.;
- d. Telework schedule, if telework is expected to occur on a regular, recurring basis;
- e. The procedure and conditions for terminating a telework agreement;
- f. Requirements to complete telework training, preparing a personal preparedness plan for the alternate worksite, and assessing the safety of the alternate worksite;
- g. Government-furnished equipment (GFE), supplies, and services provided to the employee for the purposes of telework, and information on installation, maintenance, and repair, and rules about use of GFE. Include a statement that the Government is not responsible or liable for any operating costs or liability to the employee's personal or real property associated with the employee using his/her residence as the alternate worksite;
- h. A statement that employees apply approved safeguards to protect Government records from unauthorized disclosure, damage or destruction, and that they notify the designated oversight official when loss or compromise occurs;
- i. A statement regarding expectations in the event of the closure of Federal offices or dismissal of Federal employees.

j. An acknowledgement that, when the alternate worksite is the employee's residence, the employee agrees to provide and maintain a safe work environment that is adequate for performing official duties;

k. A statement regarding Federal Employee's Compensation Act (FECA) coverage, and the employee and supervisor's responsibilities, if the employee is injured in the course of performing official duties at the alternate worksite;

l. Time and attendance procedures for documenting the hours worked from the alternate worksite;

m. A statement that employees may be obligated to share workspaces/workstations on the days they are working at the regular worksite;

n. Contingency plans for dismissal or closure of the regular worksite, and any requirements to telework outside of the employee's normal telework schedule during COOP/Pandemic or other emergency situations;

o. Agreements and expectations addressing returning to the regular worksite on a scheduled telework day; and

p. Components may include a self-certifying safety checklist in the telework agreement.

C. **Denial or Termination of Telework Agreements and Appeals:**

1. Telework agreements can be terminated by either management or by the employee.

2. When a telework request is denied or terminated (by management), the supervisor informs the employee of the reason for denial or termination. Denials and terminations of existing telework agreements are also documented in writing.

3. The reason provided for denial or termination are based on business-related, operational needs, participation criteria (e.g., performance, conduct, etc.), or the failure to meet the terms and conditions of the telework agreement.

4. If the employee wishes to appeal the denial or termination, he/she may use either the negotiated grievance procedure (if in a bargaining unit and if applicable) or the applicable administrative grievance procedure.

D. **Telework Training:**

1. Interactive telework training is a prerequisite for all eligible employees who choose to telework and all supervisors of teleworkers.

2. Interactive telework training for employees includes the following topics:

a. Benefits of telework;

b. Desired teleworker skills, including use of telework technology;

c. Instruction on methods for accomplishing work and ensuring telework success, including effective communication and collaboration techniques with supervisors, co-workers, and customers;

d. Teleworker responsibilities, e.g., understanding and adhering to the DHS and Component telework guidelines and the terms and conditions of the signed telework agreement; and

e. Continuity of operations plans and contingency planning for situations that may require telework.

3. Interactive training for supervisors includes at a minimum, the following topics:

a. Benefits of telework;

b. Provisions of DHS Directive 123-05, Revision 01, and this Instruction, as well as Component-specific guidance;

c. Supervisor's roles and responsibilities for establishing the framework for a successful telework arrangement, including effective communication strategies and techniques for managing by results; and

d. Continuity of operations plans and contingency planning for situations that may require telework.

4. The following employees may be exempt from the requirement to attend telework training:

- a. DHS employees who have been teleworking on a regular basis prior to the effective date of DHS Directive 123-05, Revision 01; or
- b. Employees who transferred from another federal government agency and were previously under a telework agreement.

5. Components may specify additional training requirements in their Component-specific telework guidelines, as appropriate.

E. Telework Equipment and Services:

1. Within budget and technology constraints, Components provide technology/equipment and technical support to enable telework participation.
2. Employees are accountable for any Government Furnished Equipment (GFE) issued to them, in accordance with established DHS and Component policies and procedures.
3. Components are responsible for the maintenance of and repair of GFE in the possession of a teleworker. Teleworking employees notify their supervisor immediately following a malfunction of GFE. If repairs are extensive, the employee reports to the regular worksite until equipment is usable, or may utilize an approved alternative technology (e.g., personal computer enabled with PIV card reader and remote access program) if available.
4. The Government is not liable for damages to an employee's personal or real property while the employee is working at the approved alternate worksite, except to the extent the government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.
5. The government is not responsible for any operating costs that are associated with the employee using his or her residence as an alternate worksite, for example, home maintenance, insurance, or utilities.
6. An employee working at an alternate worksite continues to be entitled to reimbursement for authorized expenses incurred while conducting business for the government, as provided by law and regulations.

F. **Information Security, Privacy and Records Management:**

1. Employees comply with DHS and Component security policies when accessing systems, following prescribed guidelines regarding encrypted point-to-point VPN connections, encrypted hard drives, critical data storage, access limitations, and bandwidth requirements. DHS security policy requirements include, but are not limited to:
 - a. All electronic devices that carry agency For Official Use Only (FOUO) data are encrypted in accordance with [DHS Directive 4300 A, Sensitive Systems Policy](#), when storing or transmitting data outside the DHS network; and
 - b. All electronic devices that carry agency personally identifiable information (PII) data are encrypted in accordance with [DHS Directive 4300 A, Sensitive Systems Policy](#), when storing or transmitting data outside the DHS network.
2. Removal of classified material or data, or other information prohibited by law from disclosure, such as Sensitive Security Information, from the regular worksite to alternate worksite locations is strictly prohibited.
3. Employees ensure records subject to the Privacy Act and the Federal Records Act, and sensitive or classified data are not disclosed to anyone except those who are authorized access to such information in order to perform their duties.
4. Employees with access to records subject to the Privacy Act and Federal Records Act at the alternate worksite provide appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of the records.
5. Employees protect personally identifiable information by following DHS privacy policy in accordance with DHS Directive 047-01, Privacy Policy and Compliance.
6. DHS policy only allows the downloading and storage of PII on DHS-owned equipment or systems and authorized support contractor systems. Storage of PII on unauthorized non-DHS-owned equipment and mobile devices is prohibited. Information subject to the Privacy Act is processed, transmitted and stored on GFE in accordance with [DHS Directive 4300 A, Sensitive Systems Policy](#) and any applicable Component policies.

7. Employees comply with the DHS Privacy Incident Handling Guidance and immediately report to their supervisor, the Component Help Desk, and the Component Information Systems Security Managers/Information System Security Officers. any known or suspected security incident involving the theft, loss, or unauthorized disclosure of information or an information system device, as well as the theft, loss, unauthorized disclosure or accidental destruction of printed materials.

G. **COOP/Pandemic Health Crisis and Other Emergencies:**

1. Components ensure telework is an integral part of their plans for continuing operations during COOP/pandemic health crisis or other emergencies leading to shutdown of government operations.

2. In accordance with the [DHS Directive 250-05, Designation of Essential and Exempt Personnel](#), Components identify and prioritize mission-essential functions and employees who are expected to function from continuity facilities and ensure that employees are adequately equipped, trained, and prepared to telework during COOP/pandemic health crisis or other emergencies leading to shutdown of government operations.

3. ERG/mission-critical employees who may be expected to work from an alternate location during COOP/pandemic health crisis or other emergencies are prerequisite to have telework agreements in place.

4. At various alert levels of pandemic health crisis, Components may use telework as a social distancing strategy to the maximum extent possible.

5. Components prepare and position situational teleworkers to be telework-ready in the event of an emergency.

6. In the event of ordered evacuation, employees, regardless of their telework status, may work from their residence or other alternate locations approved as safe havens.

H. **Personal Preparedness Plans:** Teleworkers should prepare a personal preparedness plan for their alternate worksite, per guidance available at www.ready.gov. The plan includes emergency contact information, an emergency go-kit, a family communication plan, and plans for emergency situations, which may impact the alternate worksite (e.g., employee's residence).

I. **Dismissal or Closure Procedures for Telework-Ready Employees:**

1. Conditions impacting the employee's official worksite:

a. When dismissal or closure procedures are in effect at the employee's regular worksite on the day(s) an employee is scheduled to telework, the employee continues to work his/her regular tour of duty at the alternate worksite.

b. If the government is closed, telework-ready employees may be obligated to work at their alternate location, unless the exceptions in section VI.I.1.c. (or any corresponding Component-specific policies and guidance) apply.

c. If, while working at the alternate worksite on the day(s) the regular worksite is closed, the employee is unable to work due to disruption to the alternate worksite (e.g., electricity, infrastructure, or connectivity issues) or other factors that prevent the employee from working successfully (e.g., no alternative childcare or eldercare is available), the employee immediately notifies his/her supervisor. In such circumstances, the supervisor should authorize excused absence to affected employees, on a case-by-case basis.

2. Conditions impacting the employee's alternate worksite only: If, while working at the alternate worksite, the employee is unable to work due to emergencies or other factors impacting the alternate worksite for a major portion of the workday, the employee notifies his/her supervisor. In such event, the supervisor may require the teleworking employee to report to the regular worksite, approve leave, or on a case-by-case basis authorize excused absence.

3. During weather-related and other situations, employees in the Washington, DC area follow the OPM [Washington, DC, Area Dismissal and Closure Procedures](#), and any Component-specific policies and guidance. Employees in other major metropolitan areas follow the guidance issued by the [Federal Executive Board](#) as well as Component-specific guidance.

4. Extended closures: For situations that involve closures due to national security, extended emergencies, or other unique situations, management issues specific instructions to all employees, including those who are working under a telework agreement.

5. Telework may be used in combination with leave on any given day, including temporary emergency or closure situations, provided that it is consistent with the terms of the written telework agreement and approved by the supervisor.

6. Managers/supervisors discuss closure and dismissal scenarios with teleworkers in advance and integrate work expectations in the telework agreement. Telework-ready employees are expected to be prepared to telework in the event of an anticipated closure or dismissal announcement in accordance with the terms of the signed telework agreement.

J. **Official Worksite Determination:**

1. The official worksite is the location of an employee's position of record and is usually the same as the regular worksite. Components determine and designate the official worksite for employees covered by telework agreements on a case-by-case basis using the following criteria:

a. The official worksite for an employee covered by a telework agreement is the regular worksite when the employee is scheduled to physically report to the regular worksite at least twice each bi-weekly pay period, on a regular, recurring basis.

b. The official worksite for an employee covered by a telework agreement is the alternate worksite when the employee is not scheduled to physically report to the regular worksite at least twice each bi-weekly pay period, on a regular, recurring basis.

c. In certain temporary situations, Components may designate the location of the regular worksite as the official worksite of an employee covered by a telework agreement, when the employee is unable to report to the regular worksite at least twice each bi-weekly pay period on a regular, recurring basis. Exceptions are limited to situations in which an employee is temporarily unable to physically report to the regular worksite for reasons such as when the employee is recovering from an injury or is affected by an emergency (severe weather emergency, pandemic health crisis, etc.) that prevents the employee from commuting to the regular worksite.

2. Supervisors consult and coordinate with their servicing human resources representative to ensure that the employee's official worksite is properly documented on the employee's Notification of Personnel Action (SF-50) or equivalent. Employees also have a duty to alert their supervisor and servicing human resources representative to correct inaccuracies on the SF-50.

3. When an employee's official worksite is changed, the affected employee and his/her supervisor discuss the implications of the reassignment, to include:

- a. Certain location-based pay entitlements (e.g., locality pay, special rate supplements, and non-foreign area cost of living allowances, etc.) are based on the location of the employee's official worksite.
- b. Reimbursement for official business travel is based on the location of the employee's official worksite. For example, when an employee whose alternate worksite is outside the commuting area of the regular worksite is essential to travel to the regular worksite, the location of the employee's official worksite determines whether the employee or the Component pays for the necessary travel.
- c. Generally, relocation expenses are not authorized if the decision to change the official worksite is at the employee's request.
- d. Generally, the official worksite is used to identify the competitive area during reduction-in-force determinations.

K. **Performance Management**

- 1. Performance standards and performance management practices for teleworking employees are the same as those for employees who do not telework.
- 2. Supervisors clearly communicate their expectations for employee performance and accountability, including their expectations regarding office coverage, communication, and availability.
- 3. Declines in performance may be grounds for terminating the telework agreement

L. **Teleworker Parity**: Supervisors ensure that teleworkers and non-teleworkers are treated the same for purposes of all work requirements, performance management, awards and recognition, training opportunities, promotion, and other acts of supervisory discretion.

M. **Workspace/Workstation Sharing**: Teleworkers may share workspaces/workstations while working at the regular worksite. A workspace/workstation sharing arrangement may involve employees sharing one office/cubicle or use of unassigned workstations set aside for shared use by teleworkers.

N. **Return to Regular Worksite:** Employees may be directed to report to the regular worksite on a scheduled telework day(s), based on operational needs and requirements. When establishing a telework agreement, the expectations regarding returns to the regular worksite are discussed (for example, amount of notice, whether or not a request to telework on an alternate day within the same period may be accommodated, etc.).

O. **Safe Work Environment:**

1. It is the employees' responsibility to ensure and maintain a safe work environment when their alternate worksite is their residence.
2. Employees designate appropriate space at their residence as the alternate workstation and inspect the area for overall safety.
3. Components provide a safety checklist to help employees assess the overall safety of the alternate worksite, and require employees to self-certify that the alternate worksite is safe, prior to commencing telework. The safety checklist is expected to include the following items:
 - a. Are temperatures, noise, ventilation, and lighting levels adequate to maintain your normal level of job performance?
 - b. Are all stairs with four or more steps equipped with handrails?
 - c. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?
 - d. Do circuit breakers clearly indicate if they are in the open or closed position?
 - e. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?
 - f. Is the building's electrical system permits the grounding of electrical equipment?
 - g. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?
 - h. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?

- i. Do chairs have secure casters (wheels) and are the rungs and legs of the chairs sturdy?
- j. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?
- k. Is the office space neat, clean, and free of excessive amounts of combustibles?
- l. Are carpets well secured to the floor and free of frayed or worn seams?
- m. Is there enough light for reading?
- n. Is your chair adjustable?
- o. Do you know how to adjust your chair?
- p. Is your back adequately supported by a backrest?
- q. Are your feet on the floor or fully supported by a footrest?
- r. Are you satisfied with placement of your monitor and keyboard?
- s. Is it easy to read the text on your screen?
- t. Do you need a document holder?
- u. Do you have enough leg room at your desk?
- v. Is the screen free from noticeable glare?
- w. Is the top of the screen eye level?
- x. Is there space to rest the arms while not typing?
- y. When typing, are your forearms close to parallel with the floor?
- z. Are your wrists fairly straight when typing?

P. **Worksite Inspection:** Components are entitled to inspect the employee's alternate worksite during the employee's normal working hours to ensure proper maintenance of GFE and conformance with safety standards, and/or to investigate reported accidents/injuries, as *appropriate*. Components should provide sufficient advance notification to employees of scheduled worksite inspections.

Q. **Work Injuries:** Teleworking employees are covered by the [FECA \(5 U.S.C. Chapter 81\)](#) for continuation of pay or workers' compensation for on-the-job injury or occupational illnesses sustained in the course of performing official duties at the alternate worksite. In the event of an on-the-job injury or occupational illness:

1. A teleworking employee notifies his/her supervisor immediately of any accident or injury that occurs at the alternate worksite and completes any forms.
2. Management investigates reported accidents and/or injuries, including inspecting the alternate worksite.

R. **Telework Program Linkage to Other Programs:** Telework programs can be leveraged to further the goals of other programs and initiatives, including:

1. Reasonable accommodation for disabilities: Allowing an individual with a disability to work at home (i.e., telework) may be a form of reasonable accommodation. Requests to telework as a reasonable accommodation are processed in accordance with each Component's reasonable accommodation policies and procedures.
2. Protection and enhancement of environmental quality: Telework supports efforts to reduce greenhouse gas emissions (see [Executive Order 13514](#)) by helping reduce traffic congestion and improve air quality (see [Federal Employees Clean Air Incentive Act](#)).
3. Improved recruitment and retention of talent.
4. Enhanced flexibility for employees to manage their work and family/life obligations.
5. Real estate cost savings: Mobile work, including telework, can facilitate workspace/workstation sharing, thereby reducing office space needs, and decreasing real estate costs.

S. **Telework Metrics to Assess and Improve Telework Programs:** Components to provide telework data in response to OPM and DHS requests and requirements for metrics to assess the impact of telework programs. Telework metrics include, but are not limited to:

1. The total number of employees in the Component, the number and percent of employees who are eligible to telework, and the number and percent of eligible employees who are teleworking:

- a. Three or more days per pay period;
- b. Two days per pay period;
- c. One day per pay period;
- d. Once per month; and
- e. On an occasional, episodic, or short-term basis.

2. An assessment of the progress made in meeting other Component goals relating to telework, such as the impact of telework on:

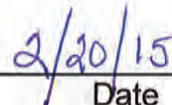
- a. Emergency readiness;
- b. Energy use;
- c. Recruitment and retention;
- d. Performance;
- e. Productivity; and
- f. Employee attitudes and opinions regarding telework.

VII. Questions

Address questions or concerns regarding this Instruction to the Office of the Chief Human Capital Officer.



Catherine V. Emerson
Chief Human Capital Officer


Date



DEPARTMENT OF HOMELAND SECURITY
U.S. CUSTOMS AND BORDER PROTECTION
DIRECTIVE

CBP DIRECTIVE NUMBER: 51250-023

EFFECTIVE DATE: October 28, 2022

ORIGINATING OFFICE: HRM

SUPERSEDES: CBP Telework
Directive Number 51250-020, dated
June 18, 2020

REVIEW DATE: October 2024

CBP TELEWORK AND REMOTE WORK PROGRAM
for
Non-Bargaining Unit Employees
(Employees not subject to a Collective Bargaining Unit Agreement)

1 PURPOSE

1.1 To set forth the provisions and establish policy and procedures for administering the Telework and Remote Work Program for Non-Bargaining Unit Employees (NBUEs) within U.S. Customs and Border Protection (CBP). The CBP Telework and Remote Work Program for NBUEs is intended to support:

- Continuity of operations during emergency conditions;
- Work efficiencies and the execution of operations;
- Recruitment and retention;
- Reduction in real estate and transit costs for both the agency and the employee; and,
- Enhanced work-life balance.

2 POLICY

2.1 The CBP Telework and Remote Work Program is important for workplace flexibility in support of the mission and goals of CBP. Program offices have the discretion to incorporate telework and remote work into their strategic and operational plans without diminishing employee performance or mission accomplishment.

2.2 Telework and remote work are arrangements established to facilitate the accomplishment of the CBP mission. The ability of an employee to telework or work remotely and the extent the employee is authorized to do so, is governed by the provisions of this directive and is at the discretion of management. An employee's participation in a telework arrangement is voluntary unless directed or required during a Continuity of Operations (COOP) activation, while the employee is in an evacuation status, or during a declaration of pandemic health crisis by the appropriate government authorities.

2.3 CBP will provide remote workers, teleworkers, and non-teleworkers the same rights, responsibilities, and expectations for purposes of work requirements, performance management,



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awards and recognition, training opportunities, promotion, and other personnel actions under the purview of managerial discretion. CBP managers should implement this directive with the following considerations in mind:

- Location of the duties and responsibilities of the position and not exclusively managerial or employee preference;
- Alignment of flexible workplace programs with mission goals of each work unit, as well as individual employee needs, when possible; and,
- The duties and responsibilities an employee may conduct which would allow eligibility for at least situational/episodic telework.

2.4 Employees must have a current and approved telework or remote work agreement in place to participate. CBP employees may be approved for situational/episodic telework, core telework, local remote work, or distant remote work. An employee who has a core telework agreement in place is eligible for both regular, recurring telework, and situational/episodic telework. Remote work requires its own distinct agreement.

2.5 When CBP’s Continuity Plan is activated or there is a declaration of a pandemic health crisis by the appropriate government authorities, Agency determinations for telework and remote work shall supersede this CBP Telework and Remote Work Program Directive.

3 BACKGROUND AND SCOPE

3.1 CBP implements the Telework and Remote Work Program in accordance with the Public Law (P.L.) 111-292, “Telework Enhancement Act of 2010,” and subsequent guidance from the Office of Personnel Management (OPM), including but not limited to, “2021 Guide to Telework and Remote Work in the Federal Government: Leveraging Telework and Remote Work in the Federal Government to Better Meet Our Human Capital Needs and Improve Mission Delivery.”

3.2 This directive applies to non-bargaining unit CBP federal employees as defined in 5 U.S.C. § 2105. Telework for bargaining unit employees is detailed in the respective collective bargaining agreements.

3.3 All contractors, employees of contractors, and others who regularly work in CBP spaces but who are not federal employees, are not covered by this directive.

4 AUTHORITIES

4.1 P.L. 111-292, “Telework Enhancement Act of 2010,” December 9, 2010

4.2 P.L. 106-346 § 359, “Department of Transportation and Related Agencies Appropriations 2001,” October 23, 2000

4.3 P.L. 105-277, “Omnibus Appropriation Act, Title IV”



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- 4.4 P.L. 108-199, Division B, § 627
- 4.5 P.L. 108-447, Division B, § 622
- 4.6 5 United State Code (U.S.C). § 6503, “Training and Monitoring”
- 4.7 5 U.S.C. § 552a, “The Privacy Act of 1974”
- 4.8 5 C.F.R. § 531.605, “Determining an Employee’s Official Worksite”
- 4.9 5 C.F.R. § 550 Subpart D, “Payments During Evacuation”
- 4.10 5 C.F.R. § 630 Subpart P, “Weather and Safety Leave”
- 4.11 OPM Government-wide Dismissal and Closure Procedures, November 2018
- 4.12 DHS Management Directive 123-05, “Telework Directive,” February 11, 2015
- 4.13 DHS Management Instruction 123-05-001, “Telework Directive,” February 20, 2015
- 4.14 OPM “2021 Guide to Telework and Remote Work in the Federal Government, Leveraging Telework and Remote Work in the Federal Government to Better Meet Our Human Capital Needs and Improve Mission Delivery,” November 2021
- 4.15 Federal Continuity Directive 1, Federal Executive Branch National Continuity Program and Requirements
- 4.16 DHS Compensation Guidance, CG-2-2021, Remote Work, July 15, 2021
- 4.17 DHS Financial Management Policy Manual (FMPM)
- 4.18 CBP Continuity Strategic Guidance, November 2020
- 4.19 CBP Directive No. 51735-013B, Standards of Conduct, December 9, 2020
- 4.20 CBP Travel Handbook, HB 5300-13A, CBP Travel Handbook “HB 5300-13A”

5 DEFINITIONS

- 5.1 **Alternate Location/Worksite:** A place where official duties and responsibilities of an employee’s position are performed away from a traditional CBP facility. The alternate location/worksites is generally an approved telework site, or for a remote worker, the approved remote duty location (e.g., an employee’s residence).
- 5.2 **Approving Official:** A management official with delegated authority to review, modify, approve, deny, and/or terminate the telework or remote work agreement.



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5.3 Continuity of Operations (COOP): An internal effort within individual components of the Executive, Legislative, and Judicial Branches of Government assuring the capability exists to continue uninterrupted essential component functions across a wide range of potential emergencies, including localized acts of nature, pandemic health crises, accidents, technological related emergencies, and natural or man-made disasters.

5.4 Alternate Location (for the purposes of COOP): Locations other than the official worksite used to carry out essential functions during COOP events. In some cases, an employee's residence, or other location (e.g., other CBP, DHS, or U.S. Government facilities) may be designated as a COOP facility.

5.5 Electronic Telework Program Agreement Package (e-TPAP): An online submission system that provides the telework agreement and associated documentation as well as an electronic records repository for remote work agreements, schedules, and associated documentation, (e.g., Telework Fundamentals and CBP IT Security Awareness and Rules of Behavior training certificates, and any additional forms or information that may be required).

5.6 Federal Government Closures/Delayed Arrival/Early Departure: Situations that prevent significant numbers of federal employees from reporting to the office on time or remaining at the office for the full workday and situations which require federal offices to close. Situations may include emergencies, severe weather conditions, natural disasters, and other incidents causing disruptions of Federal Government operations.

5.7 Local Commuting Area: The geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their usual employment. Generally, CBP considers the local commuting area to be within 50 miles of the employee's official station, and, for the purposes of travel benefits, 50 miles from the employee's residence.

5.8 Locality Pay: Locality pay refers to a locality-based comparability payment payable under 5 U.S.C. 5304. An employee's locality payment is the difference between the employee's locality rate and the employee's scheduled annual rate of basic pay.

5.9 Official Worksite/Duty Station: In accordance with 5 C.F.R. § 531.605, the official worksite or official duty station is the location where an employee regularly performs his or her duties. If an employee is not scheduled to report to a CBP facility at least twice per biweekly pay period, on a regular and recurring basis (i.e., is a remote worker as defined in paragraph 5.12), the employee's official worksite for location-based pay purposes is the remote worksite under a remote work agreement. Locality-based pay (including Cost of Living Adjustment (COLA) is determined by the geographic location of the official duty station. The changes must be documented on a Standard Form 50, Notification of Personnel Action (SF-50). The Standard Form 52, Request for Personnel Action (SF-52), must be completed and submitted to the



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appropriate processing group within the respective Program Office before the employee begins Remote Work.

5.10 Portable Work: Duties and responsibilities of an employee's position normally performed at an employee's official worksite that can be effectively performed at an alternate worksite. This work is part of the employee's regular assignments and does not involve a change in duties.

5.11 Remote Duty Location (RDL): The official duty station of a CBP employee who is under the Remote Work Program, who has an approved Remote Work Agreement, and who is not assigned to work from a CBP facility. Typically, the RDL is the employee's residence.

5.12 Remote Employee/Remote Worker: An employee who is assigned to a remote duty location because there is no expectation or requirement for the employee to report regularly to a CBP facility. The employee's residence or other approved location, referred to as a remote duty location in this directive, is the employee's Official Worksite/Duty Station. A Remote Work Application and Agreement is required.

5.13 Remote Work: An approved arrangement under a written remote work agreement where an eligible employee performs the duties and responsibilities of an employee's position at a location other than an established CBP facility (usually the employee's residence) and is not expected to report to an established CBP facility on a routine (regular and recurring) basis at least two days per pay period. An employee who reports to a CBP facility one day per pay period is considered remote, as is an employee who reports regularly on a non-pay period basis (e.g., one week per month). The employee may be required or directed to report to an established CBP facility based on mission or operational needs or for other reasons as determined by the supervisor. The remote worksite is the employee's official duty station.

5.13.1 Local Remote Work: An approved remote work arrangement which allows an eligible employee to work at a remote worksite which is within the current local commuting area (generally, 50 miles or less) of the established CBP facility to which the employee would otherwise report and does not require the employee to report to a local established CBP facility on a routine (regular and recurring) basis. The employee may be directed to report to an established CBP facility, based on mission or operational needs, or for other reasons as determined by the supervisor. The remote worksite is the employee's official duty station.

5.13.2 Distant Remote Work: An approved remote work arrangement which allows an eligible employee to work at a remote worksite which is outside of the current local commuting area (generally, more than 50 miles) of the established CBP facility to which the employee would otherwise report and does not require the employee to report to a local established CBP facility on a routine (regular and recurring) basis. The employee may be directed to report to an established CBP facility, based on mission or operational needs, or for other reasons as determined by the supervisor. The remote worksite is the employee's official duty station.



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5.14 Remote Work Application and Agreement (Appendix A): The Remote Work Application and Agreement:

- Documents an employee's request to become a remote worker, the type of remote work requested, the locations and schedules for remote working, and the approving official's approval or denial of the application and agreement; and,
- Serves as acknowledgment by the employee regarding the requirements of beginning, continuing, and ending remote work. All remote workers must have a current remote work agreement to work remotely.

5.15 Telework: An approved work flexibility agreement under which an employee performs the duties and responsibilities of his or her position, and other authorized activities from an approved worksite other than the location from which the employee would otherwise work and to which the employee reports on a regular and recurring basis, at least two days per pay period.

5.15.1 Situational/Episodic Telework: A telework agreement that allows telework to occur on an ad hoc, occasional, episodic, or short-term basis. These agreements are appropriate for ongoing operational requirements and can also be used to address a temporary medical situation/condition or emergency, as well as various scenarios in which an employee would not have routine and/or regular days of telework per pay period. Situational/episodic telework may occur on one or more occasions any time during a pay period and does not require a set telework work schedule.

5.15.2 Core Telework: A telework schedule that occurs on a regular and recurring basis for at least one, but no more than eight (8) days per pay period. An employee with an approved core telework agreement is also eligible for situational/episodic telework.

5.15.3 Unscheduled Telework: A form of telework which allows a telework-ready employees to perform the duties and responsibilities of his or her position or other authorized activities from home or a nearby approved alternative location when OPM or local authorities announce modified operating status due to inclement weather or special events, which severely impact commuting. CBP telework-ready employees must notify and seek approval prior to using the unscheduled telework option.

5.16 Telework Agreement: A written agreement, completed in the e-TPAP, along with terms and conditions of the agreement between the Agency and an employee, to permit the employee to perform the official duties and responsibilities of his or her position and other authorized activities away from the traditional worksite.

5.17 Teleworker: An employee who is teleworking under an approved telework agreement or who is teleworking as required or directed during a COOP activation or pandemic health crisis.



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5.18 **Telework-Ready Employee:** An employee who has an approved telework agreement, regardless of the nature of the agreement or the extent to which the employee is or is not teleworking currently. A telework-ready employee may be required to telework in specific situations detailed in this directive.

6 RESPONSIBILITIES

6.1 The Assistant Commissioner (AC), Office of Human Resources Management (HRM), establishes and oversees the implementation of the CBP Telework and Remote Work Program for NBUEs in compliance with all laws, regulations, administrative policies, operational requirements, and reporting requirements. The AC, HRM, shall designate a CBP Telework and Remote Work Program Manager (TRPM) within HRM to manage telework and remote work across CBP.

6.2 The Executive Assistant Commissioners, Chief, U.S. Border Patrol, ACs (or equivalent), Chief Counsel, or their designees shall:

- Designate a program office Telework and Remote Work Coordinator (TRPC) to coordinate with the TRPM; and,
- Identify and delegate to the appropriate management level (e.g., first-line supervisor or director) the responsibility of Approving Official, which provides the authority to review, modify, approve, deny, and/or cancel telework and remote work agreements.

6.3 The AC, HRM (and designees) will ensure program administration complies with statutory and regulatory provisions and will provide CBP-wide information and guidance on the implementation and administration of this directive, including a [Telework and Remote Work Information](#) SharePoint page (or its successor) for application and approval procedures and guidance.

6.4 The AC, Office of Information and Technology (OIT), establishes procedures that address security, security protocols, infrastructure, user communications, operations, and maintenance for a telework environment. The AC, OIT, shall ensure sufficient technology support to meet each program office's needs during all normal and emergency telework situations.

6.5 CBP TRPM manages and administers the CBP Telework and Remote Work Program for NBUEs and serves as an advisor to CBP leadership as a primary resource for managers and supervisors, TRPCs, and employees. The TRPM is the primary point of contact on telework and remote work matters including any goals, metrics, and data collection related to reporting requirements, as necessary. The TRPM is responsible for communicating information and guidance relating to telework, including training and other duties as assigned.



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6.6 The TRPCs serve as the point of contact for all telework and remote work-related matters within their program offices and will coordinate with the CBP TRPM. Each TRPC will maintain all remote work applications (approved and disapproved), agreements, and terminations and will submit quarterly reports to the TRPM providing the names, locations, and agreement dates for all remote workers in the TRPC's respective program office. Additionally, the TRPC provides telework training, guidance, assistance, and metrics/data collection related to any reporting requirements to supervisors, managers, and employees within the TRPC's program office. The TRPC monitors compliance with the CBP Telework and Remote Work Program Directive and all other applicable policy and procedures.

6.7 The Approving Official provides the final level of approval of all telework or remote work agreements within the organization; approves supervisor's recommendations and requests based on the employee's position, his or her duties and responsibilities, work requirements, and eligibility guidelines; and ensures that managers/supervisors of a teleworker or remote worker complete a certification, acknowledging completion of the Telework Fundamentals – Manager Training. Approving officials have the right to deny telework and remote work agreement requests. Supervisors may also be the approving official depending on the organizational structure.

6.8 Supervisors may determine telework and remote work eligibility and will approve or deny as appropriate all requests for telework or remote work. Supervisors will also work with the program office TRPCs and OIT to identify any unique equipment and networking resources required to support the telework or remote work arrangement. Supervisors ensure all appropriate actions are accomplished to effect a telework or remote work agreement (e.g., submit requests for personnel actions, schedule changes, and other documentation/action to effect telework or remote work agreements, as appropriate; account for absences from scheduled tours of duty regardless of official duty location; and appropriately apply all duty and leave hours each pay period in the electronic time and attendance system).

6.9 CBP employees must communicate with their supervisors before requesting a telework or remote work arrangement to determine whether the position and duties have been identified as telework or remote work eligible. For telework, employees are responsible for completing the online e-TPAP, attaching all required documents and certifications and adhering to all policies and procedures.

7 BASIC REQUIREMENTS

7.1 The Telework Enhancement Act of 2010 requires three preconditions for employee participation in telework. The employee must: (1) be eligible; (2) complete telework training; and (3) have a current and approved telework agreement. The same pre-conditions apply to those requesting a remote work arrangement. Further, remote work applications and agreements should be completed using the Customs and Border Protection Remote Work Application and Agreement (Appendix A) and uploaded to the e-TPAP once approved and signed by all parties.



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7.2 Telework agreements require annual certification and will expire at the end of the approved agreement period, not to exceed one year from the approval date. Employees will be notified and must complete a new telework agreement in e-TPAP. Remote work agreements should be reviewed as needed by the supervisor to ensure compliance and should be revised to address any negative impacts.

8 ELIGIBILITY

8.1 Employee Eligibility Requirements and Restrictions:

8.1.1 The employee must occupy a position with duties and responsibilities that are appropriate for telework or remote work as determined by each program office.

8.1.2 An employee's eligibility to telework or remote work is directly connected to the duties assigned to the position and the employee's ability to effectively accomplish those duties from an alternate worksite. The employee must be able to perform the duties and responsibilities of his or her position or other authorized activities from the alternate location during the duty time the employee is assigned to that alternate location.

8.1.3 The employee's most recent performance rating must be at least "Successful", or "Achieved Expectations" based upon the employee's performance management plan. For new federal employees, the required performance rating can be issued after 90 days under a performance plan. Employees transferring from another federal agency can use the rating from the previous agency.

8.1.4 The employee may be ineligible if on a leave restriction (due to absences or tardiness, or absence without leave), is the subject of any pending performance or disciplinary action or is the subject of an allegation of misconduct that may prevent the performance of the full scope of required duties. Employees who have been subjected to any final disciplinary, adverse action, or performance action within the last twelve (12) months are ineligible to telework or work remotely.

8.1.5 Approving officials and/or supervisors have the discretion to approve an employee's telework request or remote work application at any time and can require that an employee be in a position for a specific time period before any request is approved. An employee in an ineligible position may, as set forth in section 8.2, request an exception. The approving official may approve or deny these exception requests on a case-by-case basis.

8.1.6 Eligible employees may be approved for core telework, situational/episodic telework, or remote work. All eligible employees, including employees in positions generally excluded from core telework agreements or remote work, may be eligible for situational/episodic telework agreements.



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8.2 Position Eligibility: Telework and remote work are appropriate for those positions with portable work (duties and responsibilities of a position that can be effectively performed at an alternate worksite). Determinations for telework (core and situational/episodic) and remote work will be made on a case-by-case basis, based on the employee's ability to perform the duties and responsibilities of an employee's position at an alternate worksite. Examples of duties or situations that would cause some or all employees in a position to be ineligible to telework and remote work include, but are not limited to one or more of the following:

- On-site duties that cannot be performed remotely or at an alternative worksite;
- Access to or direct handling of sensitive information or classified national security information;
- Hands-on contact with machinery, equipment, vehicles, etc.;
- Physical presence required at all times;
- Customer service or CBP mission would be adversely affected;
- Unable to respond to customers/clients from an alternate worksite; or,
- Insufficient amount of appropriate work to support the requested work arrangement.

8.3 Telework and Remote Work in Special Situations: An eligible employee may request a temporary telework or remote work arrangement based on specific circumstances anticipated to last for a specific or limited time period. The employee's request should include information on the special situation, requested schedule, and anticipated timeframe. A temporary telework or remote work arrangement may be used in conjunction with annual or sick leave and leave without pay. Special situations will be considered and decided on a case-by-case basis.

Situations for which a temporary telework or remote work agreement may be appropriate include, but are not limited to:

- Employee family needs and emergency situations;
- Temporary medical needs; and,
- Pregnancy and return to work.

8.3.1 Dependent And Child Care: Telework and remote work are not substitutes for dependent, elder, and childcare; employees must make appropriate arrangements for their dependent, elder, and childcare needs. An in-home dependent care arrangement (e.g., nanny, in-home care provided by a family member, etc.) does not preclude an employee from teleworking or remote working. However, telework and remote work is official duty time; the employee must be able to fully perform assigned duties during duty time. Employees should not engage in dependent/childcare activities during duty time hours. Should a need arise during duty time for an employee to provide care for a dependent (e.g., dependent falls ill or dependent care is no



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longer available), the employee must notify the supervisor as soon as possible and request approval for leave for the time utilized for dependent/childcare.

8.3.2 Reasonable Accommodation: Reasonable accommodation requests are outside the scope of this directive and have different requirements. Reasonable accommodations are processed under the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964 (as amended) and the CBP Directive for reasonable accommodation. Reasonable accommodations are provided to those employees with a physical or mental disability to assist them in the performance of their essential duties or to exercise the practice of their religious beliefs unless it poses an undue hardship to the employer or poses a direct health and/or safety threat. Reasonable accommodation does not support the medical condition or needs of a family member, child, or dependent/elder care and/or the needs of the household. For more information and/or to request a reasonable accommodation, please contact the Privacy and Diversity Office (PDO) at cbpreasonableaccommodation@cbp.dhs.gov.

9 TELEWORK REQUIREMENTS

9.1 Requests and Agreements: In order to telework, regardless of frequency or duration, an eligible employee must have a current approved telework agreement.

9.1.1 Employees are eligible to request to telework if the requirements, the position, and employee eligibility requirements set forth in this directive are met. If an employee requests to telework, the employee should first communicate with the supervisor and/or approving official to discuss the telework eligibility requirements.

9.1.2 Eligible employees who wish to participate in telework must complete and submit the online e-TPAP, in its entirety, and attach all required documents and certifications.

9.1.3 The application must include the type of telework arrangement sought, either core or situational/episodic.

9.1.4 After the supervisor has received the telework agreement request package, within thirty (30) calendar days of submission, the employee and the supervisor are encouraged to schedule a discussion regarding the employee's request, eligibility, opportunities, and expectations.

9.1.5 The supervisor and approving official (if different) will approve or deny telework requests within (15) calendar days from the date of the discussion, absent extenuating circumstances, in which case a decision will be rendered as soon as practicable thereafter. In the event the supervisor or approving official determines further information, documentation, and/or discussion is needed, the employee will be notified in writing and the applicable timeframe extended.



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9.2 Annual Certification: Telework agreements expire after one calendar year. Supervisors will review agreements each year to confirm the efficacy of the telework arrangement and either reapprove existing agreement or work with employee to modify and reapprove the agreement.

9.3 Reporting to the Official Worksite: Management has the right to require a teleworker to report to a CBP facility at any time, for any part of a day or a full or multiple days, based on business-related operational needs. Teleworkers are required to report to the official worksite, or other duty or training location, as required or directed. Employees should be given reasonable notice (generally 24 hours), when possible, of the need to report to the official worksite or other specified work location.

9.4 Public Transportation Incentive Program (PTIP): Upon approval of or a change to a core telework agreement, an employee who also participates in the CBP PTIP will submit an amended PTIP Application via CBP PTIP to reflect any change in actual transportation costs, as appropriate.

9.5 Modifying a Telework Agreement: Changes in an employee's position, work requirements, schedules, or supervisors necessitate that a new telework agreement (e-TPAP) be submitted for approval. Employees who want to modify a telework agreement should first discuss it with the supervisor and then submit a new e-TPAP for approval. If the modification results in a schedule change, the employee, with supervisor concurrence, must communicate the new telework schedule to the timekeeper.

9.6 Alterations to or Terminations/Denials of Telework Agreements:

9.6.1 An employee may request to alter a telework agreement at any time. The employee must notify the appropriate supervisor or approving official and if approved, make the necessary adjustments to the telework agreement and work schedule. A new telework agreement must be accomplished in e-TPAP. Changes will take effect on the first day of the next pay period.

9.6.2 An employee may terminate a telework agreement at any time. An employee-initiated telework agreement termination will be effective on the last day of the pay period during which the termination is made. Once effective, the employee must report to the official CBP worksite on the first day of the next pay period.

9.6.3 Managers/supervisors may deny an initial request or terminate an employee's telework agreement at any time. When a telework request is denied or an agreement is terminated by the supervisor and/or approving official, the supervisor and/or approving official will provide the employee with a written explanation supporting the modification/denial of the employee's request. If the employee wants to appeal the decision, the employee may use the appropriate administrative grievance procedures. If an employee's telework agreement is terminated, the employee must report to his or her official worksite within the time specified by the supervisor/approving official. Unless otherwise agreed, the employee may request



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reconsideration of a new telework agreement six (6) months after the effective date of the termination of the telework agreement.

9.7 Telework Reporting: All telework hours must be reported in the applicable time and attendance system and as otherwise directed by management and/or an employee's supervisor. CBP is required to report telework data to OPM on an annual basis. The CBP TRPM will collect telework data, such as employee telework participation; program characteristics; outcomes related to telework implementation including any goals, metrics, and data collection related to reporting requirements; and any other data necessary for reporting purposes.

10 REMOTE WORK REQUIREMENTS

10.1 Application and Agreement: Employees may apply for remote work if the position, associated duties, and the employee meet the eligibility requirements set forth in this directive. If an employee applies for remote work, the employee should first communicate with the supervisor and/or approving official to discuss the eligibility requirements.

10.1.1 Eligible employees who wish to work remotely must first complete the Remote Work Application and Agreement (Appendix A) and submit the request to their supervisor for approval. Depending on the application (local or distant remote work), the application may need additional approvals.

10.1.2 Within thirty (30) calendar days of submission of the Remote Work Application and Agreement to the supervisor, the employee and the supervisor are encouraged to schedule a discussion regarding the employee's application, eligibility, opportunities, and expectations. The supervisor or approving official may determine that further information, documentation, and/or discussion is needed. If so, the supervisor or approving official will notify the employee in writing as soon as practicable and provide a reasonable extension date to allow production of the additional information.

10.1.3 The supervisor and approving official (if different) will approve or deny remote work applications in writing within fifteen (15) calendar days from the date of the discussion or production of additional materials (if applicable). If there are extenuating circumstances which prevent a decision from being made within fifteen (15) calendar days, an approving official will provide a response no later than forty-five (45) calendar days from the date the application is received.

10.1.4 If the application and the agreement is approved, the employee will complete the e-TPAP in accordance with HRM procedures provided on the [Telework and Remote Work Information](#) SharePoint page (or its successor).

10.1.5 Employees must complete the applicable request and agreement procedures before beginning remote work.



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10.1.6 If the application is denied, the approving official will provide a written justification to the employee with a completed form “Notice of Denial of a Remote Work Application or Termination of a Remote Work Agreement” (Appendix B). If the employee wants to appeal the decision, the employee may use the appropriate administrative grievance procedures.

10.1.7 Employees hired under a job opportunity announcement (JOA) as a remote worker must complete Appendix A before their Entrance on Duty (EOD) date; once onboard, the employee must also complete the e-TPAP requirements (e.g., schedule, safety checklist, and upload approved request and agreement form). All prerequisites and expectations regarding being a remote worker at CBP should be clearly explained to the prospective hire BEFORE the final job offer is made.

10.1.8 Periodic Certification: Remote work agreements do not expire. However, supervisors should review agreements each year to confirm the efficacy of the remote arrangement and if necessary, work with employee to modify the agreement.

10.2 Remote Work Location: If the remote work application is approved, an employee may work remotely from any of the fifty (50) United States (US), the District of Columbia (DC), or other US territories. A remote work location is typically, although not always, the employee’s residence.

10.2.1 Final approval for local remote work is subject to manager or supervisor endorsement and second line/approving official approval. The location must be inside the local commuting area (generally, 50 miles or less) of the CBP facility/worksites to which the employee was assigned at the time of the application to work remotely.

10.2.2 Final approval authority for distant remote work rests with the Executive Assistant Commissioners, Chief, U.S. Border Patrol, ACs (or equivalent), or their designees. This is remote work which involves working or moving outside the local commuting area (more than 50 miles) of the CBP facility/worksites to which the employee was assigned at the time of the application to work remotely. This approval authority also applies to employees whose pay is impacted by becoming a remote worker, i.e., an employee who works remotely from a locality pay area different from the CBP facility/worksites to which the employee was assigned at the time of the application to work remotely (whether inside or outside the local commuting area).

10.3 Managers/supervisors have the right to require a local or distant remote worker to report to a CBP facility at any time, for any part of a day or a full or multiple days, based on business-related operational needs. Remote workers are required to report to the official worksite, or other duty or training location, as required or directed. Employees will be given reasonable notice when needed to report to an official CBP worksite or other specified work location. Employees may be eligible for travel reimbursement in accordance with Section 11 of this directive.



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10.4 Local remote workers may submit a request to report to a CBP facility to their supervisor if the employee has a need (i.e., computer services, PIV card assistance, print/fax need, team meeting, etc.). The employee must notify the supervisor to ensure workstation availability or identify other requirements, if applicable.

10.5 If an employee's position requires the employee to report to a CBP facility on a regular and recurring basis, but the employee wants to request a transfer to a different geographic location, the employee would not apply for remote work, but rather would make a request in accordance with CBP Directive 51000-012, Employee-Initiated Official Duty Station Relocation Requests.

10.6 Remote Work Responsibilities and Benefits: Remote work does not impact Essential Employee designations or responsibilities.

10.6.1 Remote workers are subject to the same performance requirements and standards of conduct as employees whose official duty stations are at an established CBP facility.

10.6.2 Remote work cannot be used as an alternative for an employee to be the sole source of dependent care (child or elder care) or to conduct personal business during work hours. Employees found in violation of this requirement are subject to discipline up to and including removal.

10.6.3 Remote workers have the same opportunities and requirements for training, awards, assignments and reassignments, promotion, reduction in grade, and retention as other employees, subject to any location-based requirements and budgetary constraints (e.g., for travel costs).

10.6.4 Remote workers may, with their supervisor's approval, establish an Alternative Work Schedule (AWS).

10.6.5 Employees who work remotely 9 or 10-days per pay period are considered remote workers. For example, remote workers who are on a compressed work schedule (5-4-9) and are only scheduled to work 9 days per pay period will be considered remote workers.

10.6.6 Employees may work overtime, earn compensatory time, or credit hours while working remotely. The supervisor or manager schedules, orders, and approves all requests according to the same criteria used for other employees under their supervision.

10.6.7 During any period where the CBP Continuity Plan is activated, the requirements of that plan supersede all Remote Work Guidance.

10.7 Terminating a Remote Work Agreement (Appendix B): An employee may request to terminate a Remote Work Agreement at any time by providing written notice to his or her supervisor or manager.



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10.7.1 Management has discretion to cancel a Remote Work Agreement and reassign the employee to a duty location of management's choosing if management finds the remote work arrangement no longer meets the business and mission needs of CBP, and/or of the employee, or the arrangement no longer promotes the efficiency of the service, or for any work-related reason, including, but not limited to:

- Employee ineligibility;
- Change in position eligibility and/or associated duties;
- Decline in employee performance;
- Employee misconduct;
- Safety issues or suspected hazardous materials in the remote work location; and/or,
- Adverse impact on the operations of the office, including costs associated with potential change of worksite.

10.7.2 Supervisors or managers must document any decision to disapprove or terminate a Remote Work Agreement.

10.7.3 New work schedules begin within fifteen (15) business days following termination of a Remote Work Agreement, at which point employees must report for duty to an established CBP facility. The Program Office must complete a personnel action (SF-50) to change the employee's duty station to the correct established CBP facility.

10.7.4 Employees may file a grievance under the appropriate administrative grievance procedure if they believe management wrongfully terminated a Remote Work Agreement.

11 TELEWORK AND REMOTE WORK EXPENSES

11.1 Commuting Costs and Local Travel Expenses:

11.1.1 Telework employees may be eligible for PTIP on a prorated basis. PTIP must be adjusted if the employee's telework agreement increases or decreases the number of days commuting into the CBP duty station. Telework employees may be eligible for subsidized parking depending upon their duty station location. The Parking Application (CBP Form 238) signed by their supervisor must be updated if the employee's telework agreement decreases the number of days commuting to their Official Worksite/Duty Station. Contact the servicing Mission Support Division for PTIP rules and regulations.

11.1.2 Remote Workers are not eligible for PTIP.

11.1.3 In accordance with the DHS Financial Management Policy Manual (FMPM), Chapter 7.5, "Local Travel," local remote workers have no normal commuting costs. Therefore, CBP will not pay local travel expenses within the local commuting area for local remote workers.



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CBP Chief Financial Officer (CFO) or a designee can authorize exceptions on a case-by-case basis for operational needs.

11.1.4 If a distant remote work employee is required to report to an established CBP facility by the agency and it is more than a 50-mile radius from his or her remote worksite and residence (if different), the employee may be eligible to receive per diem and any applicable travel reimbursement in accordance with DHS and CBP Policy and the Federal Travel Regulation (FTR) § 301-11.1. The Federal Travel Regulation § 301-11.1 states that to be eligible for per diem allowances the following three conditions must be met:

- The employee is performing official duties away from the official station (official travel), or other areas defined by your agency;
- The employee incurs per diem expenses while performing official travel; and,
- The employee is in a travel status for more than 12 hours.

11.2 Relocation Expenses:

11.2.1 CBP will not pay relocation expenses for an employee to move to the remote work location. The employee will bear all responsibilities for those costs.

11.2.2 An employee who has a remote work agreement terminated will be responsible for the return of Government Furnished Equipment (GFE). If there is a directed reassignment, normal rules for relocation apply.

11.2.3 An employee who voluntarily terminates a remote work agreement is responsible for all relocation costs and all other costs, such as the return of Government Furnished Equipment (GFE), that the employee may incur by relocating to an established CBP facility.

11.3 Expenses related to the Alternate Worksite:

11.3.1 CBP will not pay for modifications to an alternate worksite, furniture, internet, phone, or other items an employee has or purchases for his or her alternate worksite.

11.3.2 The program office will determine and provide the required technology and supplies to carry out the employee's duties for the employee's use at the alternate location. The employee must comply with all policies and requirements with respect to Federal Government technology use and security. If the employee requires assistance with defective equipment which requires travel into a CBP facility, depending on whether the employee is a local or distant remote worker, travel reimbursement may be required in accordance with the Federal Travel Regulation, DHS and CBP Policy.



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12 DOMESTIC EMPLOYEES TELEWORK OVERSEAS (DETO) AGREEMENTS

12.1 DETO assignments are overseas work arrangements that allow Federal Executive Branch employees to perform the work requirements and duties of their positions temporarily from an approved overseas location via DETO agreement. Employees have no authorization to telework/work remotely from a foreign location without approval from CBP, DHS, and the Department of State (DOS), Chief of Mission.

12.2 There are two types of DETOs:

- Sponsored DETO – when a CBP employee is on U.S. Government orders of a spouse or partner. Sponsored DETOs are those who are a spouse or domestic partner of a sponsoring Foreign Service Officer, Federal Civil Service employee, Department of Defense (DoD) employee, or uniformed service member assigned overseas; and,
- Individual DETO – when a CBP employee is NOT on a U.S. Government order of a spouse or partner. It is CBP policy that only sponsored DETO agreements will be considered and the DETO must not incur any additional costs to CBP than it would otherwise cost for the employee to work at the employee’s normal work location. Individual DETOs are not authorized.

12.3 Sponsored DETO requests will be considered on a case-by-case basis. Employees must consult with their program office leadership and HRM as early as possible because DOS approval can take six to twelve months, if not longer.

12.4 Any DETO request must be approved by the employee’s program office leadership internally prior to submission to HRM for review and the Office of International Affairs for submission to DHS and DHS will submit to DOS. The employee must follow the requirements in this directive and all internal submission requirements, the DOS Executive Secretary Memorandum, Requirements for Executive Branch Employees Teleworking in Foreign Locations, dated June 7, 2016, and the DOS Foreign Affairs Manual (FAM), 3 FAM 2370, DETO policy guidance, dated August 11, 2021.

12.5 For any DETO request, procedures will be provided separately by the NSDD-38 Program Manager in the Office of International Affairs.

13 TRAINING

13.1 For both Telework and Remote work, employees must complete the Telework Fundamentals course for Employees and the CBP-Cybersecurity Awareness and Rules of Behavior Training before beginning a Telework or Remote Work agreement.

13.2 In order to approve Telework or Remote Work agreements, supervisors, managers, and approving officials must complete the “*Telework Fundamentals – Manager Training*” course on



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the Telework.gov website. Although this training is required only once, HRM recommends that supervisors, managers, and approving officials periodically review the manager training to remain current on eligibility and requirements for each program.

13.3 Courses are available through the learning management system of record. Participating employees must certify their completion of the training by attaching the certificate of completion to their agreement in e-TPAP.

14 WORKSITE SAFETY AND INSPECTION

14.1 All teleworkers or remote workers must complete a safety checklist as a part of the application process. Failure to do so will result in a denial of telework or remote work status.

14.2 CBP management reserves the option to inspect alternate worksites for adequacy and compliance with safety requirements. Absent unusual circumstances, home inspections will be conducted during normal working hours with prior notice. Home inspections will be conducted by the employee's program office.

14.3 If a teleworker or remote worker is unable to effectively work from his or her alternate worksite (e.g., due to lack of electricity, flooding, infrastructure, connectivity issues, or other factors which prevent the employee from working successfully), the employee will immediately notify his or her supervisor. The employee may request leave and/or report to an official CBP worksite or other approved location.

15 ALTERNATE WORK SCHEDULES, HOLIDAYS, AND LEAVE

15.1 An employee may be on an approved telework or remote work agreement and an approved AWS at the same time. It is management's discretion to approve telework or remote work and AWS agreements, and there is no requirement that one or both be approved.

15.2 If an employee's scheduled telework day falls on a federal holiday (or day designated a holiday by federal statute or executive order), CBP is not required to permit the employee to telework or report to a CBP facility on an alternate day. An employee may request to telework on another day within the same pay period; however, it is at the discretion of the supervisor to approve/deny the request. The supervisor must ensure that the employee's telework schedule is meeting the business needs and goals of the Agency.

15.3 Leave requests by employees who telework or work remotely must be made in the same manner as for employees who do not telework or work remotely. All employees must follow agency requirements for requesting and scheduling leave. Telework and remote work are not replacements for leave. If an employee is ill or needs to care for a family member, the employee must request leave for the whole or part of the workday that the employee cannot effectively work.



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16 DISMISSAL OR CLOSURE PROCEDURES

16.1 Telework-ready employees (those who have an approved telework agreement) and remote workers are required to perform their duties for their entire workday/shift when Federal Government or local individual Agency offices are closed due to weather or emergencies.

16.2 When the Federal Government or offices (i.e., buildings/facilities) are closed due to weather-related conditions, telework-ready and remote workers, regardless of whether they were scheduled to telework that day, must continue to work for the entire workday, take unscheduled leave, or a combination of both.

16.3 When dismissal or closure procedures are in effect at the employee's regular worksite on a day an employee is scheduled to telework or the employee is working remotely, the employee must continue to work for the entire workday, take unscheduled leave (if made available and approved), or a combination of both.

16.4 When the Federal Government or individual Agency offices are open with options for unscheduled leave or unscheduled telework, telework-ready (non-emergency) employees, and remote workers must notify their supervisor of their intent and request approval to use unscheduled leave or unscheduled telework. If employees are regularly scheduled to telework or it is a normal duty day for remote workers, the employee will continue to work the entire duty-day unless unscheduled leave is available and approved.

16.5 When a delayed arrival or early dismissal is announced, telework-ready employees and those who work remotely are required to work the entire day, report to the official worksite (for teleworkers), or request unscheduled leave if available and approved.

16.6 When there is an early departure announced for those employees at a physical worksite who are non-emergency, telework-ready employees, those employees will receive weather and safety leave only for the amount of time required to commute to the alternate worksite, after which they must complete any remaining portion of the workday by teleworking or taking leave, or a combination of both. Remote workers will rarely, if ever, be impacted by an early dismissal or early departure announcement.

16.7 If the Federal Government is closed for part or all of the day, telework-ready employees and employees working remotely are required to work at their alternate worksites. However, if an employee is unable to work due to disruption to the telework or remote worksite (e.g., electricity or infrastructure issues, etc.), he or she *may* be eligible for weather and safety leave. An employee must immediately notify his or her supervisor if there is such an issue.

16.8 Weather And Safety Leave: Weather and safety leave cannot be granted to teleworkers or remote workers who are not prevented from working safely at an approved alternate worksite. Telework-ready employees and employee's working remotely are expected to be prepared to continue to perform duties as normal in the event of an unanticipated closure or dismissal



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announcement affecting CBP or other government facilities. If an employee does not have work that can be completed from the employee's alternate worksite, the employee must either report to the official worksite (if open) or request leave.

16.8.1 If conditions require closure of or adversely affect a teleworker's alternate worksite or a remote worker's official duty station, (e.g., electricity, flooding, infrastructure issues, or other factors which prevent the teleworker from working successfully and safely), the supervisor may grant weather and safety leave on a case-by-case basis when it is not possible to telework for some or all of the workday.

16.8.2 Employees should verify with their supervisor whether they are identified as "telework-ready" or "emergency personnel". Supervisors should set employee expectations in terms of reporting and working when the Federal Government is in any status other than "Open".

16.8.3 A telework-ready or remote work employee who is on pre-approved leave (paid or unpaid) or other paid time off (e.g., compensatory time off, credit hours) when the official worksite is closed, should be charged the leave for which the employee is pre-approved; weather and safety leave is NOT appropriate. However, a telework-ready or remote working employee is allowed to request to cancel pre-approved leave if the purpose of the approved leave cannot be completed because of the situation causing the official worksite to be closed. For example, if leave was requested for a medical appointment and the medical provider's offices are closed because of weather conditions, the employee may request to cancel the pre-approved sick leave and continue to telework or work remotely as applicable. A telework-ready or remote working employee who is on sick leave due to illness on a day the official worksite is closed will remain on sick leave in accordance with the CBP leave policy.

17 CONTINUITY OF OPERATIONS

17.1 Continuity plans outline essential elements of continuity that are necessary before, during, and after an emergency or event where operations, systems, facilities, and personnel were impacted. These processes detail how continuity personnel, Emergency Relocation Group, Devolution Emergency Response Group, and Reconstitution Teams, will conduct the command and control and uninterrupted performance of mission essential functions.

17.1.1 Continuity personnel are not emergency personnel for the purpose of an inclement weather event unless designated as such. When CBP activates the continuity plan, members will receive a notification via the established alert and notification channels.

17.2 If an employee is designated as continuity personnel, he or she must at least be placed on a situational/episodic telework agreement and be telework-ready to support the Agency in the event of an emergency.

17.3 During any period that CBP is operating under a Continuity Plan activation, that plan shall supersede this CBP Telework and Remote Work Program Directive. CBP may expand and



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require telework for a larger segment of the workforce in support of Agency operations to allow as many employees as possible to work during a Continuity Plan activation.

18 SECURITY AND SAFEGUARDING OF GOVERNMENT INFORMATION

18.1 Employees are prohibited from taking any classified information from the official worksite to an alternate worksite. In addition, electronic data files with Sensitive but Unclassified information that contain Personally Identifiable Information (PII) may only be transmitted outside the CBP.gov network in accordance with OIT guidance.

18.2 The employee must protect sensitive hardcopy files and documents. Security and confidentiality of data, including sensitive, non-classified, and Privacy Act information, can be assured by compliance with the "Information Systems Security Policies and Procedures Handbook," (HB 1400-05D) and DHS "Handbook for Safeguarding Sensitive Personally Identifiable Information (PII)," March 2012. The DHS Handbook provides guidelines to protect sensitive PII in both paper and electronic form.

18.3 CBP security policies do not change and are enforced at the same rigorous level when employees telework or work remotely, as if they are in physical CBP spaces. Employees must comply with current standards for remote operations from telework sites. Employees who telework need to keep CBP property and information safe, secure, and separate from their personal property and information.

18.4 CBP Records and Information Management (RIM) policies apply whether working remotely or in the physical CBP spaces. CBP and all other federal agencies are required by 44 U.S.C. 310 I and 36 C.F.R. 1220.30 to maintain and provide adequate and proper documentation of Government business. In addition, federal agencies are required to ensure that all information necessary to protect the legal and financial rights of the Government, and of persons directly affected by the agency's activities, is properly created, maintained, and preserved. Compliance with Federally mandated Records and Information Management requirements can be assured by compliance with CBP DIRECTIVE NO. 2110-040 and the 'Records and Information Management Handbook' (HB 2100-05B). A Record includes all recorded information, regardless of physical form or characteristics, made or received by an agency under Federal Law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them (44 U.S.C. 3301).

19 INFORMATION TECHNOLOGY AND EQUIPMENT

19.1 Employees must follow the guidance set forth in the current version of HB 1400-05D, along with authorized updates issued by OIT. This applies to both telework and working remotely.



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19.2 An employee who requires additional or replacement equipment (government-issued telephone, monitor, keyboard, etc.) must first contact the supervisor regarding procurement of additional or replacement equipment.

19.3 The employee must have an internet connection with sufficient speed and reliability to accomplish the employee’s work. For both telework and remote work, employees are responsible for all costs associated with their own internet connection and personal telephone. The employee must be accessible by phone, e-mail, and other means during the scheduled workday.

19.4 In the event of connectivity failure to the CBP network or inaccessibility by phone for any portion of the workday, the employee must notify his or her supervisor within an hour of becoming aware of the issue, and by contacting CBP Technology Service Desk. The employee must consult with his or her supervisor for instructions as to whether to report to the official worksite or request leave for the hours not worked.

20 NO PRIVATE RIGHTS CREATED

This document is an internal policy statement of CBP and does not create or confer any rights, privileges, or benefits for any person or party.

**ANDREA J
BRIGHT**

Digitally signed by ANDREA J
BRIGHT
Date: 2022.10.28 16:12:13
-04'00'

10/28/2022

Andrea J. Bright
Assistant Commissioner
Office of Human Resources Management
U.S. Customs and Border Protection

Date



DEPARTMENT OF HOMELAND SECURITY
U.S. CUSTOMS AND BORDER PROTECTION
DIRECTIVE

APPENDIX A

CUSTOMS AND BORDER PROTECTION REMOTE WORK APPLICATION & AGREEMENT			
SECTION I – APPLICATION FOR REMOTE WORK			
1. EMPLOYEE <i>(Last Name, First, Middle Initial)</i>	2. JOB TITLE		
3. PAY PLAN/SERIES/GRADE <i>(Example: GS/0201/12)</i>	4. PROGRAM OFFICE/DEPARTMENT/DIVISION		
5. REQUESTED OFFICIAL DUTY STATION <i>(Street, Apartment Number, City, State and ZIP Code)</i>	6. CURRENT CBP DUTY STATION <i>(Street, Suite Number, City, State and ZIP Code)</i>		
7. OFFICIAL WORKSITE TELEPHONE NUMBER <i>(Include Area Code) (If application approved)</i>	8. OFFICIAL WORKSITE EMAIL ADDRESS <i>(Address for official emails if different from original office email address. Personal email addresses are not authorized.)</i>		
9. REMOTE WORK ARRANGEMENT IMPLEMENTATION DATES <i>(Agreement should be revalidated at least once every year)</i>	10. TYPE OF REMOTE WORK REQUESTED		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; padding: 5px;">a. START <i>(YYYYMMDD)</i></td> <td style="width: 50%; border: none; padding: 5px;">b. END <i>(YYYYMMDD)</i></td> </tr> </table>	a. START <i>(YYYYMMDD)</i>	b. END <i>(YYYYMMDD)</i>	<input type="checkbox"/> LOCAL - WITHIN COMMUTING DISTANCE <i>(normally within 50 miles of Current CBP Duty Station)</i> <input type="checkbox"/> DISTANT - OUTSIDE COMMUTING AREA <i>(normally more than 50 miles from Current CBP Duty Station)</i>
a. START <i>(YYYYMMDD)</i>	b. END <i>(YYYYMMDD)</i>		
11. FIRST-LINE SUPERVISOR OR AUTHORIZED MANAGEMENT OFFICIAL <i>(Name and Signature)</i> DATE <i>(YYYYMMDD)</i>			
12. SECOND-LINE SUPERVISOR OR AUTHORIZED MANAGEMENT OFFICIAL <i>(Name and Signature)</i> DATE <i>(YYYYMMDD)</i>			
13. DISTANT REMOTE WORK REQUIRES EAC, CHIEF, U.S. BORDER PATROL, OR AC SIGNATURE (or designee) <i>(Name and Signature)</i> DATE <i>(YYYYMMDD)</i>			
14. EMPLOYEE SIGNATURE <i>(Name and Signature)</i> DATE <i>(YYYYMMDD)</i>			



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Section II – Employee Agreement	
Employee Understands and Agrees to the following:	Initial or N/A
1. I will comply with the terms and conditions provided in in the CBP Directive 51250-023, "CBP TELEWORK AND REMOTE WORK PROGRAM DIRECTIVE" and have had the opportunity to discuss those provisions and other Remote Work expectations with my supervisor and/or approving official.	
2. I will be responsible for obtaining supervisor approval for any overtime and/or compensatory time prior to its occurrence in writing. This also includes travel compensatory time when ordered to travel away from the remote worksite (official duty station) and outside the commuting area, when eligible.	
3. I understand that management has the discretion to cancel this agreement and reassign me to a duty location of management's choosing if management finds the remote work arrangement no longer meets the business and mission needs of CBP.	
4. Any Government Furnished Equipment (GFE) remains the property of the U.S. Government and must be managed and disposed of in accordance with Governmentwide and CBP specific policies and guidance. CBP has the discretion to determine what equipment and services will be provided and what equipment and services are the responsibility of the remote worker.	
5. Report any injuries sustained in the performance of duty while at the workstation performing assigned duties or performing employment activities incident to those duties. Understand that the workstation would generally consist of a location in the home where work is performed such as a desk with a phone and internet access. Injuries sustained while performing activities that are not immediately directed towards the actual performance of assigned duties are not covered. Once removed from the office setting, there is no longer performance of assigned duties occurring (i.e., walking away from the desk to get a cup of coffee or go to the bathroom) and injuries sustained away from the workstation would generally not be compensable.	
6. I understand that I must complete the Electronic Telework Program Agreement Package (e-TPAP) tool online before beginning to Remote Work. (Instructions for the e-TPAP process can be found here: Telework and Remote Work Information SharePoint page (or its successor)) I also understand that if my Remote Work Location does not meet the safety standards required in the e-TPAP, this agreement will be null and void, and my remote application will be denied.	
EMPLOYEE SIGNATURE	DATE



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CUSTOMS AND BORDER PROTECTION REMOTE WORK APPLICATION & AGREEMENT

Section III - Supervisor Checklist

Date Completed:

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 effective and the employee may not begin Remote Work until the checklist is complete, the employee initiates a remote work schedule request in e-TPAP, uploads this completed form to e-TPAP, and the supervisor submits to the appropriate processing group within the Program Office, an SF-52, "Request for Personnel Action" to change the employee's official duty station.

After an item is completed, list the date on the line next to it.

A. Remote Expectations have been explained to the employee by supervisor including but not limited to:

1. The potential impact on pay and travel benefits when changing duty locations, provisions governing locality and premium pay, that the employee must receive the supervisor's approval in advance of working overtime or compensatory time, etc.

2. Performance and conduct expectations have been discussed with the employee. Performance Standards are in place and have been signed.

3. Policies and procedures covering classified, secure, and privacy data including PII have been explained to the employee.

4. 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.

5. Confirms that the employee has little to no purpose to be assigned to a physical CBP facility and can successfully complete assignments, can work self-sufficiently, independently, is responsive, and is organized with minimal supervision.

6. Consideration was given to the work dynamic, job characteristics, and work style preferences and whether this remote work arrangement is a cost effective and efficient means to meet the mission and maintain talent in the organization.

B. Remote Work Application and Agreement is Complete

C. Employee must complete the schedule portion of the e-TPAP, must upload the Remote Work Request and the required training certificates (Cyber-security Awareness and Rules of Behavior & Telework Fundamentals) in the appropriate System of Record (ACADIS). (Instructions for the e-TPAP process can be found here: [Telework and Remote Work Information SharePoint page](#) (or its successor)).

D. Employee has acknowledged receipt of GFE in accordance with CBP Policy.

E. Request for Personnel Action submitted to appropriate processing office.

I am approving the employee's application for remote work. (After supervisor approval, employee must update the uploaded Request with the Approved Agreement before commencing Remote Work.)

Location Address of Remote Work Official Duty Station:

I am disapproving the employee's Application for Remote Work. See attached "Notice of Denial Remote Work Application or Cancellation of a Remote Work Agreement"

SUPERVISOR OR APPROVING OFFICIAL SIGNATURE

ca



U.S. CUSTOMS AND BORDER PROTECTION DIRECTIVE

APPENDIX B

U.S. CUSTOMS AND BORDER PROTECTION NOTICE OF DENIAL OF A REMOTE WORK APPLICATION OR TERMINATION OF A REMOTE WORK AGREEMENT <i>(Complete this section when the remote work agreement is cancelled.)</i>	
1. EMPLOYEE <i>(Last Name, First, Middle Initial)</i>	2. JOB TITLE
3. PAY PLAN/SERIES/GRADE <i>(Example: GS/0201/12)</i>	4. PROGRAM OFFICE/DEPARTMENT/DIVISION
5. CURRENT REMOTE WORK OFFICIAL DUTY STATION, if applicable <i>(Street, Apartment Number, City, State and ZIP Code)</i>	6. NEW CBP DUTY STATION, if applicable <i>(Street, Suite Number, City, State and ZIP Code)</i>
7. DENIAL/TERMINATION DATE <i>(YYYYMMDD)</i>	8. INITIATED BY <i>(X one)</i> <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> MANAGEMENT
9. REASON(S) FOR DENIAL/CANCELLATION <i>(attach additional pages if required)</i>	



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10. HAS GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED?

YES NO N/A

LIST PROPERTY AND DATE OF RETURN (attach additional pages if required):

11. APPROVING OFFICIAL OR SUPERVISOR SIGNATURE

DATE (YYYYMMDD)

12. EMPLOYEE SIGNATURE (If employee initiated)

DATE (YYYYMMDD)

Manual 123-9-1: Telework

September 30, 2021
Version 2.0

STEPHANIE P HINKLE-BOWLES Digitally signed by STEPHANIE P HINKLE-
BOWLES
Date: 2021.09.30 19:36:54 -04'00'

Paige Hinkle-Bowles
Chief Component Human Capital Officer

Date



FEMA

Foreword

This manual provides guidance and policy direction for the administration, implementation, and oversight of the Federal Emergency Management Agency's (FEMA) telework program. FEMA considers telework to be a viable alternate work arrangement when used as a strategic management tool and workplace flexibility established to facilitate the accomplishment of work, while balancing the needs of the workforce. Teleworking allows an employee to work at home or other approved alternate worksites during regular working hours. Teleworking is a voluntary work alternative that may be appropriate for some employees and some functions. It is not an entitlement and does not change the terms and conditions of employment with the agency.

This manual has been updated to align with guidance received from the Office of Management and Budget (OMB), the Office of Personnel Management (OPM), Equal Employment Opportunity Commission (EEOC) and the Department of Homeland Security (DHS) that was issued to support the return of federal employees to their official worksites once the personnel protective actions taken by the federal government to support the reentry of federal employees to their official worksites while meeting COVID-19 workplace safety plans.

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CHAPTER 1: GENERAL INFORMATION

1-1. Purpose

The purpose of telework is to allow an employee to complete their duties, responsibilities, and other authorized activities at an alternate worksite rather than the employee's official worksite (i.e., the common location to which staff report) or a supervisor-approved alternate worksite; these duties and activities include online training, writing policy, developing job aids, conducting private conversations between leadership and staff, and other activities that either do not require a physical presence in the office or would benefit from the privacy and solitude of an alternate worksite. The availability of telework promotes recruitment and retention; helps employees manage commutes and promotes work/life balance; reduces traffic congestion, fuel consumption and vehicle emissions; reduces real estate costs for the federal government; and ensures continuity of essential functions in the event of an emergency. This manual prescribes policy and assigns responsibility for telework. It details position and employee eligibility determinations for teleworking. It also addresses performance management of teleworkers (i.e., employees with telework arrangements) and provides guidance on security considerations for teleworking.

1-2. Applicability and Scope

- A. This manual applies to all FEMA employee positions as defined in Title 5 Section 2105 of the United States Code and employees hired into positions under Section 306 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act except local hires and reservists who are ineligible for telework arrangements as described in this Manual.
- B. This manual does not apply to FEMA employees when they are deployed to support disaster response or recovery operations. Although deployments can be virtual when employees are working remotely from an alternate work location, virtual deployments are not considered telework.
- C. This manual does not apply to approved working arrangements for employees working in foreign countries (domestic employees teleworking overseas (DETOs)), including Canada and Mexico. For more information on DETOs, please refer to the FEMA Office of Policy and Program Analysis, International Affairs Division. For information on temporarily working from a foreign country while on official travel, see FEMA Directive 122-1, Official International Travel.

1-3. Supersession

- A. This manual supersedes [FEMA Manual 123-9-1: Telework](#), dated January 9, 2013.
- B. The COVID-19 telework provisions in [Instruction 401-123-1: Teleworking and Directed Work Location During COVID-19 Event \(Interim\)](#) remain in effect

until rescinded.

1-4. Authorities and References

- A. P.L. 111-292, [“The Telework Enhancement Act of 2010”](#).
- B. P.L. 106-346, “Making appropriations for the Department of Transportation and related agencies for the fiscal year ending September 30, 2001, and for other purposes,” Section 359 and accompanying conference report.
- C. P.L. 105-277, “Making omnibus consolidated and emergency appropriations for the fiscal year ending September 30, 1999, and for other purposes,” Title IV, “Domestic Food Programs,” Section 630, “Flexiplace Work Telecommuting Programs.”
- D. P.L. 104-52, “Making appropriations for the Treasury Department, the United States Postal Service, the Executive Office of the President, and certain Independent Agencies, for the fiscal year ending September 30, 1996, and for other purposes,” Section 620.
- E. 5 United State Code (U.S.C.), Chapter 81.
- F. The Privacy Act of 1974, 5 U.S.C. § 552a.
- G. Title 5, Code of Federal Regulations (CFR) 531.605, Determining an Employee's Official Worksite.
- H. FMR Bulletin 2006-B3: Guidelines for Alternative Workplace Arrangements, March 17, 2006.
- I. FMR Bulletin 2007-B1: Information Technology and Telecommunications Guidelines for Federal Telework and Other Alternative Workplace Arrangement Program, March 2, 2007.
- J. U.S. Office of Personnel Management (OPM) Guide to Telework in the Federal Government, April 2011.
- K. U.S. Office of Personnel Management (OPM) Washington, DC, Area Dismissal and Closure Procedures, November 2018.
- L. OPM Memo CPM-2021-17, [“Additional Guidance on Post-Reentry Personnel Policies and Work Environment.”](#)
- M. Office of Management and Budget Memorandum, “Protection of Sensitive Agency Information,” June 24, 2006.
- N. Office of Management and Budget (OMB) Memorandum, “Implementing Telework Enhancement Act of 2010 IT Purchasing Requirements.”
- O. Equal Employment Opportunity Commission (EEOC) Enforcement Guidance, “Reasonable Accommodation and Undue Hardship Under the Americans with Disabilities Act,” No. 915.002 (October 17, 2002).
- P. OMB/OPM/General Services Administration (GSA) memo M-21-25, [“Integrating Planning for a Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment.”](#)

- Q. EEOC Work at Home/Telework as a Reasonable Accommodation, <https://www.eeoc.gov/laws/guidance/work-hometelework-reasonable-accommodation>.
- R. Federal Continuity Directive 1, Federal Executive Branch National Continuity Program and Requirements, January 17, 2017.
- S. Department of Homeland Security (DHS) Directive 008-03-01, Continuity Policy and Programs, December 11, 2018.
- T. DHS Directive 250-05, Designation of Essential and Exempt Personnel, July 11, 2012.
- U. DHS Directive 123-05-01, Telework Directive, February 11, 2015.
- V. DHS Instruction 123-05-001, Telework Program, February 20, 2015.
- W. DHS Compensation Guidance CG-2-2021, Telework.
- X. [FEMA Directive FD-302-095-1b, Continuity Programs](#), February 5, 2021.
- Y. FEMA Instruction FI-302-095-1b-1, FEMA HQ Continuity Plan, forthcoming.
- Z. FEMA Manual 403-21-0001, Remote Work, forthcoming.
- AA. FEMA Instruction 106-1-1, Scheduling of Work, September 30, 2021.
- BB. [FEMA Directive 254-1, Commuter Transit Subsidy Benefits Program](#), January 16, 2018.
- CC. [FEMA Manual 255-1-1, Employee Performance Management Program](#), February 21, 2013.
- DD. [FEMA Manual 256-3-1, Administrative Grievance System](#), September 12, 2014.
- EE. [FEMA Manual 123-6-1, Reasonable Accommodation Program](#), January 28, 2015.
- FF. [FEMA Directive 123-0-2-1, Personnel Standards of Conduct](#), October 14, 2020.
- GG. [FEMA Directive 123-27, Maintaining Agency Operations](#), October 26, 2016.

1-5. Policy

- A. FEMA promotes telework (also known as telecommuting) as a workplace flexibility for recruiting top talent, retaining current employees, increasing employee work/life balance, reducing the cost of office space, absenteeism, and use of workers compensation, and to ensure continuity of essential functions in the event of an emergency.
- B. Telework arrangements may be established to enable telework either (1) on a regular and recurring basis, meaning that the employee teleworks at least one day or more per biweekly pay period (“regular telework”) or (2) on a situational or episodic basis, that occurs as needed (“situational telework”). Employees on a telework agreement may perform episodic telework with prior approval of their supervisor. The FEMA program embraces the premise that all positions are presumed suitable for some amount of telework even if the position’s official duties ordinarily require daily physical presence at the official worksite because the position’s duties cannot be performed remotely or from an alternate worksite. For example, a FEMA firefighter or law enforcement officer would not be a candidate for regular telework but could use situational telework as

needed to complete online training or write reports, and for that reason could be approved for a telework agreement if they requested one.

- C. It is FEMA policy to assume all positions included under Section 1-2.A, Applicability and Scope are eligible for, at minimum, situational telework until proven otherwise, and all employees are encouraged to complete a telework agreement. Determination of a position's telework eligibility must be based on the portable work within the position's job functions, and not managerial preference.
- D. All eligible employees should be afforded the opportunity to participate in the telework program. Employees in occupations typically deemed ineligible for telework who are working on rotations or temporary details that include work that is eligible for telework may participate in the telework program. (See criteria in Section 2-2, Determining Eligibility, for further discussion of eligibility requirements.)
- E. Employees participating in the telework program will be provided with the necessary government equipment and supplies to perform their position's functions at an alternate worksite, including equipment for reasonable accommodation, as detailed in Section 3-5, Security, Supplies and Equipment.
- F. Regular and recurring telework may be appropriate for attracting potential applicants, retaining current employees, and providing reasonable accommodation for qualified individuals with disabilities in accordance with the Rehabilitation Act.
- G. Telework will be considered as a planning factor for any building renovation or re location, especially where workspace sharing (e.g., hoteling) is required.
- H. An approved and annually reviewed telework agreement is required for an employee to engage in a telework arrangement. The agreement should outline the employee's emergency designations when applicable and allow easy implementation for unscheduled telework in emergency or unforeseen situations where teleworking may be appropriate.
- I. A new telework agreement should be established whenever there is a significant change in the telework arrangement, including changes in the employee's tour of duty or supervisor of record.
- J. Unscheduled situational telework is an important component of FEMA's ability to operate in emergencies. Telework should be incorporated into emergency preparedness operations to the broadest extent possible. Unscheduled telework is a way for FEMA and its employees to maintain productivity and help ensure the safety of the federal workforce and the public. For example, telework will be considered for inclement weather as well as emergency situations that involve national security, extended emergencies, or other unique situations. (See Section 3-8, Emergency Telework.)
- K. As part of FEMA's Continuity Plan, positions may be designated as mission critical. These designations should be an integral part of continuity planning and emergency occupant plans. As such, each FEMA organization should test its preparedness at least annually for an all-staff telework emergency by conducting an exercise where all eligible employees telework for at least one day (See Section 3-9, Telework and Continuity Planning). Designation as mission critical means the employee in the

position is deemed an emergency employee for purposes of Paragraph 1-6. I.

- L. Telework training is required for all new teleworkers and their managers before they begin a telework arrangement. Employees with telework agreements may also be required to undergo periodic retraining as needed and determined by management. Telework training is available at: [Virtual Telework Fundamentals Training Courses](#)
- M. All job opportunity (i.e., “vacancy”) announcements must include an appropriate notice when the position is eligible for telework.
- N. Employee development and performance for both teleworkers and non-teleworkers will be evaluated using the same performance management program and standards. This includes providing all employees the same opportunities and treatment regarding work assignments, periodic appraisal of job performance, awards, recognition, training and developmental opportunities, promotions, and provision of retention incentives.
- O. Teleworking employees must ensure that records subject to the Privacy Act and sensitive data are not disclosed to anyone except those who are authorized access to such information to perform their duties. Teleworkers may not bring classified materials from their official worksite to their alternate worksite. (See Section 3-5, Security, Supplies and Equipment.)
- P. Teleworking employees are bound by DHS and FEMA standards of conduct and performance directives and policies, to include while teleworking at an alternate worksite.
- Q. Employee rights provided for in the collective bargaining agreement are not affected by participation in the telework program.
- R. Employees may both telework and participate in an alternative work schedule (AWS). However, a FEMA Program Offices may restrict the combined usage of both programs by an employee if doing so would negatively impact agency operations.
- S. In a telework arrangement, employees must be scheduled to work at the official worksite at least two days each biweekly pay period, on a regular and recurring basis. Employee requests for telework arrangements in which they are scheduled to report to their agency worksite less than two times per biweekly pay period constitute requests for remote work and are not addressed by this manual. For more information on remote work, see FEMA Manual 403-21-0001, Remote Work, forthcoming.

1-6. Definitions

- A. Alternate Worksite: A location where official duties are performed away from the official worksite. An alternate worksite may be the employee's residence, a satellite office, or another approved location.
- B. Alternative Work Schedule (AWS): The overarching term used to describe a schedule type that deviates from a traditional work schedule (i.e., 8 hours per day, 40 hours per week). There are two types of AWS: Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS).

- C. Business Day: Every day of the year other than weekends and federal holidays.
- D. Calendar Day: Every day of the year, including weekends and federal holidays.
- E. Compressed Work Schedule (CWS): A fixed schedule in which the biweekly 80-hour work requirement for a full-time employee is fulfilled in less than 10 workdays in a biweekly pay period. In the case of a part-time employee, a biweekly basic work requirement of 64 hours or less may be scheduled to be fulfilled in fewer than 10 workdays. CWS has fixed starting and stopping times for each scheduled workday, and fixed days off.
- F. Continuity Plan: A plan containing procedures designed to ensure continuity of essential functions at FEMA under all emergency circumstances. Some of the major purposes of a Continuity Plan include delineating essential agency functions, specifying the order of succession of agency leaders and delegations of authority, and providing for safekeeping of vital records/databases. During a disruption to normal operations (with or without continuity activation), employees with and without telework agreements may be required to work at an alternate worksite.
- G. Duty Station: The city/town, county, and state in which the employee works. For most employees, this is the location of the employee's official worksite. The official worksite of the employee is the place where he or she works, or at which the employee's activities are based, as determined by the employing agency, and documented on the Notification of Personnel Action (SF-50).
- H. Emergency: Includes national and local security situations, extended emergencies, or other unique situations when the agency is closed or access to an employee's alternate worksite, official worksite, or other agency facility is limited.
- I. Emergency Employees: Employees who are assigned to positions required to sustain a facility or function in the event of a localized situation, such as inclement weather, interruption of power, or a dismissal or closure of DHS operations or services. These employees are expected to work even when DHS applies dismissal or closure procedures. The designation of emergency employees may vary according to the nature of an exigency. Emergency employees may also be designated as mission critical in agency continuity plans. FEMA employees have regular and recurring emergency management responsibilities; though not every position requires routine deployment to disaster sites, all positions may be subject to recall based on agency operational needs.
- J. Emergency Relocation Group (ERG): Staff assigned responsibility to continue essential functions from an alternate worksite if their primary operating facilities are threatened or have been incapacitated by an incident or event.
- K. Executive-level manager (ELM): Members of the Senior Executive Service (SES) who serve as Associate Administrators, Regional Administrators, the U.S. Fire Administrator, Assistant Administrators, Program Office Directors (such as the Directors of the Office of the Professional Responsibility and the Office of External Affairs), Chief Executive Officers (such as the Chief Financial Officer, the Chief Information Officer, the Chief Administrative Officer, etc.) and other Office Chiefs (such as the Office of External Affairs, the Office of Chief Counsel, etc.).

- T. FEMA Telework Coordinators: FEMA employees who, as part of their official duties, serve as points of contact for providing guidance to employees and managers in their respective organizations, collect telework data for reports, and oversee implementation of the agency's telework program in their organizations. They ensure the compliance of the telework program within their level of organizational responsibility with appropriate DHS directives, FEMA policies, processes, and procedures, and identify and implement telework improvements or corrective actions. They work collaboratively with the FEMA Telework Program Manager. Telework Coordinators also ensure compliance with the remote work program in their organizations, as outlined in FEMA Manual 403-21-0001, Remote Work, forthcoming.
- L. FEMA Telework Managing Officer(s): Senior FEMA employee(s), appointed by the Chief Component Human Capital Officer (CCHCO) and serving in the Office of the CCHCO (OCCHCO) who serve(s) as the agency's point(s) of contact to provide overall strategic direction on Telework issues.
- M. FEMA Telework Program Manager(s): Telework Program Manager(s) report(s) to the FEMA Telework Managing Officer and serve(s) as the agency point(s) of contact for Telework Coordinators, for senior managers, and for external organizations (e.g., the U.S. Office of Personnel Management, the General Services Administration, and the Department of Homeland Security). They provide leadership, guidance and interpretation, data analysis, training, and evaluation of the agency's telework program and policy.
- N. Flexible Work Schedule (FWS): A work schedule that is governed by core hours and flexible time bands and may be extended with the option to earn credit hours with supervisory approval. Employees on flexible schedules must be present during assigned core hours or accounted for by the charge of time to leave and may select arrival and departure times within approved flexible time bands.
- O. Mobile Work: Work that is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to working in a single authorized official worksite. Mobile work is distinct from "portable work" in that it is site-dependent work that cannot be performed at the official worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY).
- P. Official Worksite: The official worksite is the location of an employee's position of record where the employee regularly performs their duties. Certain location-based pay entitlements (such as locality payments, special rate supplements, and non-foreign area cost-of-living allowances) are based on the location of the employee's official worksite associated with the employee's position of record. If the employee's work involves recurring travel or the employee's work location varies on a recurring basis (i.e., as "mobile work"), the official worksite is the location where the work activities of the employee's position of record are based, as determined by the employing agency, subject to the requirement that the official worksite must be in the same locality pay area in which the employee regularly performs work. In guidance

published by the Office of Personnel Management, this may also be referred to as the “agency worksite.”

- Q. Personally Identifiable Information (PII): Any information, regardless of format or medium, that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, legal permanent resident, visitor to the United States, or an employee or contractor to the agency.
- R. Portable Work: Work normally performed at an employee’s official worksite that can be performed with equal effectiveness at an alternate work location with respect to quality, quantity, timeliness, efficiency, customer service, and other aspects of the agency’s operational performance.
- S. Program Office: An organization led by an executive-level manager.
- T. Re-Certification of Telework Agreements: Review of an employee’s telework agreement, conducted as often as a Program Office may deem necessary, or as the agency’s mission, the functions of the teleworker’s job, the availability of communications equipment and infrastructure, or other needs of the agency or the employee evolve. Supervisors must document any amendment to a telework agreement in writing in FEMA Form 403-FY-21-104, Telework Application and Agreement.
- U. Reasonable Accommodation (RA): Any change in the work environment or in the way things are customarily done that would enable a qualified individual with a disability to have employment opportunities equal to those of an individual without a disability.
- V. Regular Telework: A voluntary work arrangement in which a position’s functions are performed on an established work schedule at an approved alternate worksite on a regular, recurring, and on-going basis as stipulated in a telework agreement.
- U. Remote Work: A voluntary type of alternative work arrangement by which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to an agency/official worksite on a regular and recurring basis. For more information on remote work, see FEMA Manual 403-21-0001, Remote Work, forthcoming.
- W. Sensitive Personally Identifiable Information (Sensitive PII): PII which, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some types of PII, such as Social Security Numbers (SSNs), Alien Registration Numbers, and biometric identifiers, are always sensitive. Other types of PII, such as individual’s driver’s license number, financial account number, citizenship or immigration status, or medical information, are considered Sensitive PII if FEMA maintains them in conjunction with other identifying information about the individual. In some instances, the context surrounding the PII may determine whether it is sensitive.
- X. Situational Telework: Also referred to as “episodic telework”, is a voluntary work arrangement that occurs on an occasional, non-routine basis and/or during a continuity event, health crisis, or other emergency situations. Supervisors have

discretion to establish timeframes for situational telework based on work-related factors such as work priority, deadlines, etc. telework arrangements may be determined by the Supervisor to be full-time or part-time based on eligible telework duties and portable work needs. The definition of situational telework includes “unscheduled telework” as defined separately.

- Y. Telework: A flexible work arrangement under which employees perform the duties and responsibilities of their positions from an approved alternate worksite other than the location from which the employee would otherwise work.
- Z. Telework Application and Agreement: A written agreement of the terms and conditions of the telework arrangement that is completed and signed by the participating employee and the supervisor or designee(s).
- AA. Telework-Ready Employee: An employee who meets the eligibility criteria outlined in this manual, has completed the required training, possesses the appropriate equipment, has functional work assignments that are sufficiently portable to enable the employees to work at an approved alternate worksite, and has an approved telework agreement.
- BB. Tour of Duty: The hours of a day (a daily tour of duty) and the days of an administrative work week (a weekly tour of duty) that constitute a regularly scheduled, administrative work week.
- CC. Unscheduled Telework: A term applied in the context of OPM (Washington, DC, Area) and Federal Executive Board (Regional Offices) Dismissal and Closure Procedures, in reference to telework that occurs on day(s) that a telework approved employee was not scheduled in advance to telework. This is considered a type of situational telework.
- DD. Workspace Sharing (Hoteling): An arrangement involving two or more employees sharing one workstation by coordinating the days each employee is on-site at the official worksite; or shared use of non-dedicated workstations by employees (who telework most of their time) when they are on-site at the official worksite.

1-7 Responsibilities

- A. The Chief Component Human Capital Officer (CCHCO) is responsible for:
 - 1. Designating an agency Telework Managing Officer to administer and oversee the telework program for FEMA.
 - 2. Developing agency specific guidelines on telework necessary to implement DHS policy.
- B. Executive-level managers are responsible for:
 - 1. Actively promoting telework within their respective organizations, consistent with accomplishing their assigned missions, making every effort to overcome artificial barriers to program implementation, and integrating telework into continuity plan activities.
 - 2. Determining which employees are designated emergency employees, in coordination with the FEMA Telework Program Manager.

The Office of Equal Rights (OER) is responsible for:

1. Providing guidance, technical assistance, and facilitating the reasonable accommodation interactive process, as needed.
2. Advising on the use of telework as a reasonable accommodation.
3. Ensuring the equal treatment of teleworkers and non-teleworkers.

C. The Chief Information Officer, in coordination with the Chief Procurement Officer, is responsible for:

1. Procuring allowable Information Technology (IT) products and services to facilitate telework, to include remote access servers, client devices, and internal resources accessible through remote access.
2. Deploying and modernizing IT systems and infrastructure to support agency telework requirements (as applicable to Section 3-5, Security, Supplies, and Equipment).
3. Ensuring compliance of devices and infrastructure with federal security and privacy requirements.

D. FEMA Telework Managing Officer(s) is/are an official(s) designated by the CCHCO to oversee and administer the FEMA the telework program consistent with this manual, including:

1. Developing and evaluating the telework program structure and resources.
2. Providing overall strategic telework program direction.
3. Leveraging support for the telework program throughout the agency by collaborating with senior agency officials.
4. Appointing the FEMA Telework Program Manager(s).
5. Ensuring equity and consistency in the program.
6. Advocating for program resources, enhancements, and the continuous improvement of the program.
7. Supporting FEMA's remote work program consistent with FEMA Manual 403-21-0001, Remote Work, forthcoming.

E. FEMA Telework Program Manager(s) is/are responsible for:

1. Providing overall guidance and direction on the implementation of the FEMA telework program in accordance with law, this manual, and other applicable DHS policies.
2. Ensuring oversight for the agency telework program, and for monitoring, evaluating and providing guidance and training to all Telework Coordinators.
3. Actively promoting telework within the agency, consistent with accomplishing FEMA's mission; for overcoming artificial barriers to program implementation through education and training of leadership and supervisors on telework benefits; for providing guidance on performance management in a telework environment; and for providing guidance on the integration of telework into continuity activities.
4. Tracking employee participation and providing a report of usage data at the end of each calendar year for submission to the DHS Chief Human Capital Officer, the U.S. Office of Personnel Management (OPM), and the FEMA-Labor

Management Partnership Council, as needed.

5. Supporting FEMA's remote work program consistent with FEMA Manual 403-21-0001, Remote Work, forthcoming.

F. Telework Coordinators are responsible for:

1. Reviewing all submitted telework forms, agreements, and documents received for completeness and compliance.
2. Interpreting telework policy application to their level of organizational responsibility (e.g., region office, directorate, division, etc.).
3. Maintaining accurate records of program participation for their level of organizational responsibility (e.g., regional office, directorate, division, etc.).
4. Working with the Telework Program Manager(s) to complete and submit required reports for their level of organizational responsibility.
5. Ensuring that employees within their level of organizational responsibility are fully trained on telework procedures, including IT data security and safety requirements.
6. Signing and returning to the respective employee and supervisor a copy of FEMA Form 403-FY-21-104, Telework Application and Agreement for all telework arrangements established within their level of organizational responsibility.
7. Supporting FEMA's remote work program consistent with FEMA Manual 403-21-0001, Remote Work, forthcoming.

G. The FEMA Privacy Branch is responsible for providing policy guidance and training for employees and managers to ensure that the use of an alternate worksite includes guidance on the proper handling of information protected by the Privacy Act.

H. The FEMA Office of the Chief Security Officer is responsible for providing policy guidance and training for employees and managers to ensure that the use of alternate worksites does not risk the improper disclosure of sensitive but unclassified (e.g., For Official Use Only), or classified information.

I. FEMA Supervisors are responsible for:

1. Authorizing eligible employees to telework to the maximum extent practicable without adversely impacting employee performance, quality of program delivery, or agency operations, consistent with the functions of the position and the employee's request.
2. Ensuring an adequate balance of teleworkers and on-site staff presence, if needed, to enable FEMA operations to continue in an efficient manner.
3. Supporting the equal treatment of teleworkers and non-teleworkers.
4. Determining whether requesting employees are eligible for telework.
5. Assessing the amount of portable work in the functions of each position, to determine the amount (if any) of regular telework per biweekly pay period that could be incorporated into an employee's telework agreement.
6. In collaboration with the Office of Chief Component Human Capital Officer (OCCHCO), ensuring that position descriptions are up-to-date and accurately reflect the portable work functions of the job, such that supervisors are able to make accurate and fair determinations of the level of telework-suitable work for each position, and the basis for such determinations.

7. In coordination with the Office of Equal Rights, considering, evaluating, and approving or disapproving requests for telework in response to reasonable accommodation requests.
8. Justifying the basis for any denial of, involuntary change to, or termination of a telework agreement, and communicating clearly in writing to their employees the reasons for their decisions.
9. Monitoring and reviewing the telework arrangements of their subordinates annually to ensure that agency operational requirements are met.
10. Terminating telework arrangements if an employee violates the terms of the telework agreement or otherwise is no longer a telework-ready employee, or if telework has an adverse effect on the efficiency of FEMA's performance of its mission.
11. Completing agency identified telework training designed for managing employees who telework.
12. Ensuring teleworking employees understand their responsibilities and accountability for their government-issued equipment.
13. In the event FEMA equipment is lost, stolen, damaged, or destroyed conducting an inquiry into the facts and circumstances, and provide statements, in accordance with FEMA Instruction 119-7-1, FEMA Personal Property Asset Management Program, using FEMA Form 119-7-1-1, Report of Survey.
14. Ensuring that employees comply with laws, policies, and directives to prevent the unauthorized disclosure of information that is confidential, sensitive, classified, or PII.

J. FEMA Employees are responsible for:

1. Completing and signing a telework agreement detailing the location of their alternate worksite.
2. Ensuring that their alternate worksite provides an environment that allows their tasks to be performed safely in accordance with Section 3-1 of this manual, and completing and signing a [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#).
3. Completing the required agency identified telework training designed for employees who telework.
4. Protecting all government-provided equipment and software from loss, theft, or damage (including environmental damage).
5. Ensuring the security of all official, sensitive, and For Official Use Only (FOUO) data, and strictly adhering to agency information and electronic security policies.
6. Agreeing to protect government records from unauthorized disclosure or damage and to comply with the requirements of all information security laws, rules, and regulations, including the Privacy Act of 1974.
7. Immediately notifying their supervisor and all appropriate agency officials, including the Privacy Officer and/or Property Officers when a loss, theft, or compromise of personal information or government equipment occurs.
8. Reporting for work at their official worksite on their scheduled telework days if necessitated by work requirements, or as directed.
9. Updating their application for transit subsidy benefits within 10 business days of the approval of regular telework agreement, if applicable.

10. Ensuring the designated area in their home complies with safety requirements for work-at-home telework.
11. Notifying their supervisor immediately of any work-related accident or injury at the alternate worksite and completing the required documentation.
12. Notifying their supervisor if equipment failure or other technical reasons affect their ability to telework effectively and taking action to alleviate the issue in a timely manner.
13. Forwarding their office telephones to their agency-issued mobile phone (if applicable and/or possible) on telework days.
14. Adhering to the established work schedule and properly accounting for and reporting actual hours worked and telework hours on timesheets each pay period.
15. Adhering to the same workday requirements and performance measures when performing work at the alternate worksite as they would be if they were performing work at their official worksite.

1-8. Reporting Requirements

OCCHCO will collect the appropriate information and report to the DHS Chief Human Capital Officer and OPM as directed.

1-9. Forms Prescribed

- A. FEMA Form 403-FY-21-104, Telework Application and Agreement
- B. [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#)

1-10. Questions

Questions concerning telework should be addressed to the FEMA Telework Program Manager at FEMA-HC-WorkLifePrograms@fema.dhs.gov

CHAPTER 2: PROCEDURES

2-1. Telework Arrangements

- A. While participation in telework is not an employee entitlement, FEMA assumes that all positions are eligible for, at minimum, some amount of limited or situational telework unless the supervisor can otherwise document that none of the position's functional duties and responsibilities are suitable for work at an alternate worksite on a situational basis. For example, a FEMA firefighter or law enforcement officer could be eligible for situational telework to write reports or complete online training from their home.
- B. The incumbent employee in a telework eligible position may participate in the program if the employee meets eligibility requirements as outlined in Section 2-3, Determining Employee Eligibility.
- C. A complete telework documentation package must be submitted to the Telework Coordinator prior to participating in the telework program. The documentation package must include:
 - 1. A completed and signed FEMA Form 403-FY-21-104, Telework Application and Agreement which has been prepared in accordance with this policy and attests to the validity of eligibility and program participation. This is required to document any form of telework arrangement.
 - 2. A completed and signed [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#).
 - 3. Documented verification of completion of the telework training program as described in Section 2-4, Training.
- D. A telework arrangement does not alter the terms and conditions of the appointment as specified on the employee's Notification of Personnel Action, SF-50. The telework arrangement must not affect other conditions of employment (such as hours of work) unless otherwise specified in the telework agreement. Employees may be approved for both telework and an alternative work schedule.
- E. The telework agreement shall be for the performance of official duties or related activities (including professional development and training) and shall not be treated as an opportunity to conduct personal business.
- F. Teleworkers are responsible for ensuring appropriate arrangements for the care of dependents at home if the home is their alternate worksite. Employees may not record time spent caring for a dependent while teleworking as hours of work; however, a teleworker may request an alternative work schedule that provides the flexibility for a teleworker to attend to care-giving responsibilities within the span of the teleworker's scheduled duty day. (For more information on alternative work schedules, see FEMA Instruction 106-1-1, Scheduling of Work.)
- G. An employee who claims public transportation subsidy benefits must notify the agency Transit Subsidy Manager within 10 business days of the approval, modification or rescission of a telework agreement to update the number of days the

employee is permitted to telework each month by submitting an updated [FEMA Form 254-1-1, Public Transportation Benefit Program](#), as required by [FEMA Directive 254-1, Commuter Transit Subsidy Benefits Program](#). The FEMA Transit Subsidy Program can be reached through the [Transit Subsidy Home Page](#).

- H. Employees who telework must be equally available to their coworkers, supervisor, and customers while teleworking as when working at their official worksite. For example, phone calls and emails must be answered with the same timeliness as when the employee is at their official worksite. Specific communication expectations should be addressed in the telework agreement.
- I. During certain weather events, national security emergency, continuity activation or other emergency situations, such as closures of the employee's official worksite, the agency may require employees with or without telework agreements to telework on short notice. (See Section 3-8, Emergency Telework.)
- J. Telework agreements will be reviewed as needed by the employee's supervisor to determine the employee's current eligibility for participation in the telework program. The employee's participation in the telework program may be amended or disapproved (terminated); otherwise, agreements remain in force. Supervisors must document any amendment in writing by completing a new FEMA Form 403-FY-21-104, Telework Application and Agreement with the employee.

2-2. Determining Position Eligibility

- A. Positions eligible for telework are those involving functions that constitute portable work, and that are measurable and conducive to supervisory oversight at the alternate worksite. Job series and title do not determine a position's eligibility for telework. Supervisors and managers should encourage telework-ready employees to enter telework agreements.
- B. Tasks and work activities generally suited for telework include (but are not limited to) reading, reviewing, editing, scheduling, planning, writing, and policy development; research and analysis (e.g., investigating, program analysis, policy analysis, and financial analysis); report writing, telephone-intensive tasks (excluding receptionist duties); computer-oriented tasks (e.g., required or developmental training, programming, data entry, word processing, web page design) and data processing.
- C. Tasks and work activities not generally suited for telework include (but are not limited to) those that require:
 - 1. the handling of classified materials.
 - 2. the use of specialized equipment.
 - 3. in-person contact with other people or otherwise require a physical presence at the official worksite.
- D. FEMA positions that are not typically suited for regular telework include: inspectors, firefighters, law enforcement officers, warehouse staff, and similar positions, although these positions may still be suitable for situational telework on a case-by-case basis. The premise is that all positions are eligible for some amount of telework and supervisors must document exceptions.

2-3. Determining Employee Eligibility

Employees are eligible for telework if their job functions include sufficient portable work, and if they do not have a Letter of Reprimand, a suspension without pay, or removal recorded in their Official Personnel Folder (OPF) for either:

- A. Absence without leave for more than five days in a calendar year: or
- B. Violations of Subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

The above ineligibility criteria are the legal consequences of, rather than adverse actions imposed for, performance correction or misconduct.

2-4. Training

- A. Employees must complete telework training before signing an initial telework agreement and starting to telework. Employee telework training is available at: [Telework Fundamentals -- Employee Training](#).
- B. Supervisors must complete telework training to approve a telework arrangement. Supervisor telework training is available at: [Telework Fundamentals -- Manager Training](#).

2-5. Changes to Telework Agreements

- A. Management reserves the right to require employees to report to their official worksites on an employee's regularly scheduled telework day based on operational requirements and not managerial preference. Employees should normally be provided a minimum of one business day advance notice when this occurs; however, lesser notification may be necessary and appropriate based on the agency's operational needs (such as the need to activate a Response Coordination Center due to a short- or no-notice event). The ability of the employee to report as required on short notice should be considered by the supervisor when determining whether to approve a primary or secondary alternate worksite in the employee's telework agreement.
- B. Employees may request, and supervisors may authorize, minor or intermittent changes to telework schedules without amending a telework agreement but are advised to document any such changes by email or memorandum.
- C. If a teleworker wants to establish a new work schedule or alternate worksite, a new FEMA Form 403-FY-21-104, Telework Application and Agreement must be completed and receive supervisory approval.

2-6. Termination and Involuntary Modification

- A. Employees may request to terminate their telework agreements at any time with written (including email) notice to their supervisors.

- B. Supervisors must give employees reasonable notice (generally 14 days, but not less than seven calendar days) in writing (including email) before modifying or terminating a telework agreement. That notice must include the effective date of the action and a written explanation for the decision.
- C. Failure to meet the terms and conditions of the telework agreement or comply with the instructions of this manual may result in termination of the telework agreement and/or disciplinary action.
- D. A supervisor may only terminate or involuntarily modify an employee's telework agreement due to performance or misconduct if the underlying conduct also breaches the telework agreement or renders the employee no longer telework-ready or the telework arrangement itself is adversely affecting the employee's efficient performance of their position's functions. Otherwise, changes to an employee's telework arrangement do not constitute, and must not be used as, a corrective action for performance or an adverse action/form of discipline for misconduct. See [FEMA Manual 255-1-1, Employee Performance Management Program](#) for more information on employee performance management.
- E. Supervisors should consult with the OCCHCO Employee Relations staff to determine appropriate corrective or adverse actions.
- F. Supervisors will notify their organization's Telework Coordinator within three business days of the termination of any telework agreement.

2-7. Appeals

- A. Telework-ready employees may appeal a denial of, the terms of (i.e., whether situational or episodic, the number of days teleworked in the tour of duty, etc.), an involuntary modification of, or the termination of their telework agreement using collective bargaining or administrative grievance procedures, as prescribed in [FEMA Manual 256-3-1, Administrative Grievance System](#), as applicable. (Note: The provisions of FEMA Manual 256-3-1 do not apply to FEMA employees hired under the Stafford Act.)
- B. Employees without a collective bargaining agreement or administrative grievance avenue may appeal a denial, an involuntary change, or the termination of a telework agreement to the management official one level above the supervisor who made the decision.
- C. The appeals process must ensure that the employee and management have a fair and equitable opportunity to be heard. It is FEMA Policy that whenever possible, individuals should be allowed to telework; therefore, the burden in an appeal of a decision to deny telework is on the supervisor to show that the employee is in breach of the telework agreement, that the employee is ineligible to telework, or that telework has adversely affected the employee's efficient performance of the functions of the job.
 - 1. Decisions should be issued within 30 calendar days from the date the employee's appeal is received.
 - 2. Employees may appeal the decision of their second-line supervisor to the first line

executive.

3. The Appeal decisions of the first line executive are final and there is no further right of appeal of a denial of, an involuntary change to, or the termination of a telework agreement.
4. The Telework Coordinator will notify the employee of the appeal decision.

CHAPTER 3: TERMS AND CONDITIONS OF THE TELEWORK PROGRAM

3-1. Residential Telework Environment

- A. It is the responsibility of the employee to ensure that their alternate worksite (or worksites if approved for more than one) provide(s) an environment that allows their tasks to be performed safely and effectively. (See attached [FEMA Form 123-9-0-2, Employee Self-Certification Safety and Health Checklist.](#))
- B. When the employee's residence is their alternate worksite, the employee must designate an area within it as their official work area. The area designated must be documented in the telework agreement.
- C. The government is not responsible for any operating costs associated with the employee's use of their personal residence as an alternate worksite, including but not limited to the cost of reliable and adequate internet service, appropriate cellular service, home maintenance, insurance, or utilities.
- D. The agency may rescind a telework agreement based on a documented concern that the teleworker's alternate worksite does not provide reliable and/or adequate telecommunications connectivity necessary to support FEMA's collaboration software platforms, resulting in inefficient and/or ineffective performance.
- E. The agency may rescind a telework agreement based on a documented concern that the teleworker's use of an alternate worksite creates undue risks to the safety of any person, or to the security of government equipment or information.

3-2. Duty Station

- A. All pay and leave entitlements are based on the employee's duty station. The employee's duty station for purposes such as special salary rates and locality pay adjustments is the city or town, county, and state in which the employee normally performs their official duties as recorded in their Notification of Personnel Action (Standard Form 50 or equivalent). An employee's duty station for their position of record remains the same while the employee participates in telework, provided the employee's scheduled tour of duty includes reporting to their agency worksite at least two days each biweekly pay period. In the case of an employee whose work location varies on a recurring basis because they have mobile work, the employee need not work at least two days each biweekly pay period at the agency worksite if the employee is regularly performing work within the locality pay area of their official worksite.
- B. Supervisors may approve requests for temporary telework that is exempt from the requirement to report to the official worksite two times per bi-weekly pay period for up to 90 consecutive days for medical reasons or as part of a reasonable accommodation. Approval for this temporary telework exemption waives the requirement to report to the official worksite at least two times per bi-weekly pay

period. The employee's second-line supervisor may approve such extensions for up to one year. Requests for longer or indefinite periods of telework exempt from the regular and recurring reporting requirement will be considered requests for remote work and will require a change in the employee's duty station. Circumstances in which this exemption may be appropriate include, but are not limited to, medical or family reasons, an employee request to temporarily relocate to be near a family member who has entered hospice, as a reasonable accommodation for a qualified employee with a disability, or in instances where this exemption will enhance the delivery of services or ensure continuity of essential functions in the event of an emergency. See [FEMA Manual 123-6-1, Reasonable Accommodation Program](#) for more information on reasonable accommodation and FEMA Manual 403-21-0001, Remote Work, forthcoming, for more information on remote work.

3-3. Time and Attendance

- A. Time spent in a telework status must be accounted for and reported in the FEMA time and attendance system of record. The employee is required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.
- B. The employee agrees to follow their normal office procedures regarding the requesting and approval of premium pay, credit hours, and leave while in a telework status.

3-5. Security, Supplies, and Equipment

- A. Classified documents (hard copy or electronic) and/or equipment (e.g., diskettes, computers, laptops, removable hard drives, and other media used for processing classified information) must not be taken to an employee's alternate worksite. When an employee is teleworking, For Official Use Only (FOUO) information may only be accessed and saved on government-issued equipment. Select personally owned equipment such as keyboards and mice may be used with government-issued equipment, as required.
- B. All teleworkers are responsible for the security of all official data, and the protection of government-issued equipment/property. Government-issued equipment must only be used for official duties and only by the teleworker. A FEMA-approved remote access solution such as a virtual private network must be used.
- C. Authorization to telework is contingent upon the availability of equipment and connectivity at the alternate worksite sufficient to permit the employee reliable and secure access to email, telephone, and any other systems necessary to perform the duties of their position efficiently and effectively from their alternate worksite. Reliable internet connectivity for the alternate worksite must be obtained and maintained at the sole expense of the employee.
- D. The agency will provide necessary office equipment and supplies (paper, pens, second monitors, etc.) as needed. Employees should obtain these items through the regular procedure of their official worksite, typically through their Accountable Property Officer. The agency will not reimburse employees for any supplies

purchased independently, nor will the agency provide office furniture except as a reasonable accommodation.

- E. The agency is responsible for the maintenance of all Government-issued equipment. The teleworker must notify their supervisor if there is a malfunction in the agency-issued equipment and must bring the equipment into their official worksite for maintenance or repair in a timely manner – typically the next business day. When, for whatever reason, a teleworker’s employment with the agency ends, they must return all Government-issued equipment and materials to the agency.
- F. FOUO Information must be transported from the duty station to the alternate worksite in a secure manner, such as on a secure government-issued computer or in a sealed envelope in a bag in possession of the employee at all times, until it can be securely stored. Sensitive But Unclassified Information, including Sensitive Security Information (SSI), Personally Identifiable Information (PII), Sensitive Personally Identifiable Information (Sensitive PII), and "For Official Use Only" data and non-sensitive, unclassified data, including data in documents printed by the employee at their alternate worksite, must be stored in a secure file cabinet at the alternate worksite or on a secure government computer. When such information is displayed on a computer screen, it must not be visible to others. Computer privacy screens which block computer screen visibility to others must be used when SSI is displayed on a computer monitor at an alternate worksite. No one other than the teleworker is authorized to handle and/or view any government Sensitive but Unclassified Information, including SSI, Privacy Act, and "For Official Use Only" data.

3-6. Worker’s Compensation and Other Liabilities

Employees are covered by the Federal Employees Compensation Act at their alternate worksite if injured while performing their official duties in the designated work area of their AWL as identified on the telework agreement. If a work-related injury occurs, the employee must notify the supervisor immediately, provide details of the accident or injury, and complete a Department of Labor Form CA-1, Federal Employee’s Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation. The government is not liable for damages to the employee's personal or real property while the employee is teleworking, except to the extent the government is held liable under the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

3-7. Standards of Conduct

While teleworking and using government-issued equipment, teleworkers are bound by the Standards of Ethical Conduct for Employees of the Executive Branch outlined in [FEMA Directive 123-0-2-1, Personnel Standards of Conduct](#).

3-8. Emergency Telework.

- A. Supervisors and managers must classify their employees as either emergency or non-emergency employees and shall maximize telework readiness among their employees in a manner consistent with this policy for the purpose of responding to office closures or delays as announced by OPM (Washington, DC), a Federal

Executive Board (regional offices), or FEMA.

- B. Employees must monitor, read, and comply with such announcements unless otherwise directed by the agency or their supervisors. To the extent that the announcements conflict with FEMA and supervisory guidance, employees must follow FEMA and supervisory guidance.
- C. If FEMA determines that a Worksite Determination Event has occurred, supervisors may direct employees to work from Directed Work Locations in accordance with [FEMA Directive 123-27, Maintaining Agency Operations](#), notwithstanding paragraphs 3-8.D and 3-8.E, regardless of whether the employees have signed telework agreements.
- D. If there is an announcement that federal agencies in the area of a teleworker's official worksite are open and that employees have the options of unscheduled leave or unscheduled telework, the following procedures apply:
 - 1. Emergency Employees must report for duty as directed unless they are telework-ready and permitted to telework by their supervisors.
 - 2. Non-Emergency Employees must notify their supervisors in advance if they intend to take unscheduled leave.
 - 3. Non-Emergency Telework Ready Employees. The agency may direct non-emergency, telework ready employees to perform unscheduled telework. If not directed to telework, they must report to their official worksite, take unscheduled leave, or request approval from their supervisor to telework.
- E. If there is an announcement that federal agencies in the area of a teleworker's official worksite are closed, or when FEMA closes an employee's official worksite, employees (including employees on pre-approved paid leave) will be granted excused absence (administrative leave) for the number of hours they were scheduled to work unless they are covered by one of the following categories:
 - 1. Emergency Employees must report for duty as directed unless they are telework-ready and permitted to telework by their supervisors.
 - 2. Non-Emergency, Telework-Ready Employees who are already scheduled to telework or who are directed to perform unscheduled telework must telework the entire workday. If directed to telework, such employees may request the use of 1) earned annual leave, compensatory time off, credit hours, or sick leave, as appropriate; 2) leave without pay; or 3) their flexible work schedule day off or revision of their work hours under flexible work schedules.

The status of employees, on official travel who have the day off due to an Alternative Work Schedule, or on Leave Without Pay are not affected by any such announcement.
- F. Continuity Activation. The agency may require any employee to telework in accordance with the agency continuity plan.
- G. Leave. Supervisors may excuse telework ready employees from work and grant annual or administrative leave with pay, as appropriate, when an emergency adversely affects the telework site (e.g., disruption of electricity, loss of heat, loss of internet connectivity, etc.), or if the teleworker faces a personal hardship that

prevents them from teleworking effectively. Dependent care needs do not ordinarily entitle a teleworker to administrative leave; unscheduled annual leave may be approved, as appropriate.

3-9. Telework and Continuity Planning

- A. Emergency Relocation Group (ERG) and other mission critical employees who may be expected to work from home or other virtual office locations during a Continuity Plan activation must follow all applicable continuity procedures, which supersede this policy. Typically, ERG members are required to sign telework agreements.
- B. Designated officials identified in [FEMA Directive 123-27, Maintaining Agency Operations](#), Sections I.A. and I.B., may declare a Worksite Determination Event (WDE) for any continuity activation, in which case non-ERG employees will work as directed under the procedures of that Directive. To the extent that an employee has a telework agreement, such direction to work supersedes the applicable telework agreement's provisions as to the days expected to be at the agency worksite.

FEMA Manual 403-21-0001: Remote Work

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FEMA

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I. Background

The Remote Work Manual provides policy direction for the consistent and equitable administration of remote work within the Federal Emergency Management Agency (FEMA).

Telework and remote work are distinct, with several key differences:

- A. For telework, an employee is scheduled to work from either an alternate worksite (typically their home) or their Official Worksite (i.e., their FEMA office or other facility), with the requirement to report to their Official Worksite at least twice per bi-weekly pay period. Remote work is an alternative work arrangement where an employee is scheduled to perform work at an alternate worksite (i.e., their Remote Worksite) within or outside the local commuting area of their Agency Worksite (i.e., their Official Worksite if not approved for remote work) and is rarely, if ever, expected to report to their Agency Worksite.
- B. To be approved for remote work, the employee must:
 - 1. Meet the eligibility criteria (which is the same criteria for telework);
 - 2. Occupy a position that has sufficient portable work (i.e., work that can be done with equal effectiveness and efficiency from an alternate worksite) to justify the amount of time spent working from an alternate worksite; and
 - 3. Complete a [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#) confirming their Remote Worksite provides a safe and healthy work environment.

However, whereas the [FEMA Manual 123-9-1, Telework](#) states that FEMA assumes all positions are eligible for at least occasional or episodic telework until proven ineligible, the Department of Homeland Security (DHS) has established a higher standard for remote work. Specifically, DHS Compensation Guidance CG-2-2021, Remote Work states: “In the absence of a Component business rationale to authorize remote work, a position is ineligible for remote work but may be eligible for telework”. As a result, before remote work arrangements can be established for a position within FEMA, a Remote Work Justification (RWJ) package must be approved by their Program Office’s Remote Work Approving Authority (RWAA).

- C. In a telework work arrangement, the employee and their supervisor complete and sign a [FEMA Form FF-403-FY-21-104, Telework Application and Agreement](#). For remote work, the Program’s Remote Work Approving Authority (RWAA) must complete and sign a [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) (see Appendix E) to authorize remote work.
- D. Under a telework agreement, the employee’s duty station and pay is based on their Official Worksite. Under a remote work agreement, the employee’s duty station and pay are based on their Remote Worksite which will be different than the Agency Worksite. This change of duty station can impact locality pay rates, travel allowances, and other conditions of employment.

- E. A Remote Worksite may be the employee's residence, a FEMA facility other than their Agency Worksite (e.g., the Maynard, MA, Federal Regional Center for a FEMA Region 1 employee) or any other approved alternate worksite (either publicly or privately owned) from which the remote worker can successfully perform their duties (e.g., a U.S. Geological Survey field office) at no additional cost to FEMA.
- F. See [FEMA Manual 123-9-1, Telework](#) for more information on telework.

II. Purpose

- A. When implemented appropriately, and where suitable, remote work can improve FEMA efficiency, effectiveness, resilience, and ability to support the communities the Agency serves by:
 - 1. Supporting recruitment and retention of a skilled, talented, diverse, and experienced FEMA workforce;
 - 2. Reducing employees' commutes and improving their work-life balance;
 - 3. Reducing traffic congestion, fuel consumption, and vehicle emissions that contribute to climate change;
 - 4. Reducing Agency real estate costs;
 - 5. Enhancing efficiency and resilience by increasing the geographic distribution of the workforce and minimizing the operational impacts of weather events and disasters on FEMA employees; and
 - 6. Integrating the FEMA workforce into a broader spectrum of American society, including within geographically, demographically, or historically underserved communities.
- B. This manual:
 - 1. Establishes criteria for determining the suitability of positions and the eligibility of employees and worksites for remote work arrangements; and
 - 2. Establishes the policy and procedures for the administration of remote work and the management of remote workers.

III. Principles

- A. Remote work is not an entitlement. Remote work arrangements must not have adverse consequences to the efficiency, effectiveness or resilience of FEMA operations and mission performance, including its ability to perform its disaster response, continuity operations and activities, and Emergency Relocation Group (ERG) functions.

- B. No FEMA position may be considered suitable for remote work unless a Remote Work Justification (RWJ) has been developed for that position and approved by the Remote Work Approving Authority (RWAA) of the position's Program Office.
- C. Program Offices must administer remote work for their workforce in a manner that is equitable, consistent, and in keeping with the FEMA core values of compassion, fairness, integrity, and respect.
- D. Only select FEMA positions designated for international work may be authorized for work outside the United States and its territories.

IV. Applicability

- A. This manual applies to all FEMA employee positions as defined in Title 5 Section 2105 of the United States Code and positions hired under Section 306 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, with the exception of:
 - 1. Members of the Senior Executive Service;
 - 2. "Senior Level" (SL) and "Scientific and Professional" (ST) positions;
 - 3. Positions which require a "Secret" or higher-level security clearance;
 - 4. Incident Management Cadre of On-call Response/ Recovery Employees (IM-COREs);
 - 5. Direct Charge COREs managed by the national Public Assistance, Environmental and Historic Preservation, Hazard Mitigation, and Security cadres;
 - 6. Deployable Field Counsel of the Office of Chief Counsel;
 - 7. Reservists; and
 - 8. Local Hires.
- B. This manual does not apply to directives by managers or supervisors requiring employees to work from a Directed Work Location (DWL), even if the DWL is the same as the employee's Remote Worksite. See [FEMA Directive 123-27, Maintaining Agency Operations](#).
- C. This manual does not apply to telework arrangements in which the employee is expected to report to the Agency Worksite at least twice per biweekly pay period. See [FEMA Manual 123-9-1, Telework](#).
- D. This manual does not apply to temporary telework arrangements that are exempt from the requirement to report to the Official Worksite two times per bi-weekly pay period, such as for medical accommodations, temporary or permanent telework arrangements for reasonable accommodations, or

temporary or permanent telework arrangements due to misconduct investigations or disciplinary actions.

- E. This manual does not apply to approved working arrangements for employees working in foreign countries (domestic employees teleworking overseas (DETOs)), including Canada and Mexico. For more information on DETOs, please refer to the FEMA Office of Policy and Program Analysis, International Affairs Division. For information on temporarily working from a foreign country while on official travel, see [FEMA Directive 122-1, Official International Travel](#).

V. Responsibilities

- A. The FEMA Administrator is responsible for providing strategic direction to the FEMA remote work program.
- B. The Chief Component Human Capital Officer (CCHCO) is responsible for:
 - 1. Designating the FEMA Remote Work Managing Officer(s) to serve within the Office of the Chief Component Human Capital Officer (OCCHCO) who provide(s) guidance and oversight over the FEMA remote work program.
 - 2. Developing FEMA-specific guidelines on remote work as necessary to implement Department of Homeland Security (DHS) policy and ensure that remote work supports the efficient and effective performance of the FEMA mission.
- C. The FEMA Remote Work Managing Officer(s) serve(s) within the OCCHCO and is/are responsible for:
 - 1. Advising FEMA leadership on the fair and efficient administration of the remote work program, including supporting its development and implementation in accordance with statutes, regulations, this manual, and applicable FEMA and DHS policies.
 - 2. Appointing the FEMA Remote Work Program Manager(s) to serve with them in the OCCHCO and overseeing their activities.
 - 3. Ensuring equity and consistency in the program.
 - 4. Advocating for program resources, enhancements, and the continuous improvement of the program.
 - 5. Ensuring the development, review, availability, and dissemination of remote work training and guidance through the Remote Work Program Manager and in coordination with senior FEMA officials.
 - 6. Serving as the primary point of contact for communications with the Department of Homeland Security and the Office of Personnel Management (OPM) regarding remote work matters.
- D. The FEMA Remote Work Program Manager(s) serve(s) within the OCCHCO and is/are responsible for:

1. Serving as the/a lead point of contact for Program Office Remote Work Coordinators (RWCs).
2. Providing guidance and training to Program Offices through their RWCs and supervisors, including on the integration of remote work into continuity plans and activities.
3. Supporting the Remote Work Managing Officer's oversight of the FEMA remote work program.
4. Tracking employee participation in remote work programs.
5. Maintaining a record of all Program Office-specific suitability and eligibility criteria in use within the Agency. (See Chapter VII.F. Establishing Additional, Program Office-Specific Suitability and Eligibility Criteria.)
6. Consistent with the Privacy Act of 1974, and subject to guidance from the FEMA Privacy Officer, facilitating the sharing of information about the FEMA remote work program and remote work eligible positions between Program Offices, and with the Office of Equal Rights.
7. Subject to the direction of the Remote Work Managing Officer and in coordination with the Program Office Remote Work Coordinators, compiling and providing reports on remote work participation to external organizations, including the DHS Office of the Chief Human Capital Officer, OPM, and the FEMA-Labor Management Partnership Council.

E. Executive-level managers are responsible for:

1. Appointing an official at the grade of GS-15 (or higher) to serve as the Remote Work Approving Authority (RWAA) for their Program Office, and providing them written, delegated authority as needed.
2. Appointing Remote Work Coordinator(s) (RWCs) for their Program Office.
3. Refining remote work conditions in their Program Office, as appropriate, by approving the establishment of additional remote work position suitability or location eligibility criteria specific to their Program Office that exceed those provided in this manual, as necessary to support mission requirements.
4. Considering and deciding appeals of their RWAA's decisions using the procedures provided in Chapter VIII.G. Appeals.

F. Remote Work Approving Authorities (RWAA's) are responsible for:

1. Assessing the amount of portable work in the significant functions of each position in their Program Office for which remote work is sought, as estimated through a [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#) (see Appendix A), to determine whether positions are suitable for remote work.
2. Assessing and confirming the projected costs or savings to their Program Office/the Agency if a vacant position suitable for remote work arrangements is recruited as remote work suitable or if remote work

arrangements are established for an incumbent employee in a suitable position, as estimated through a [FEMA Form FF-403-FY-22-111, Remote Work Cost Estimation Worksheet](#) (see Appendix B).

3. Reviewing and approving or disapproving Remote Work Justification (RWJ) decision memos, to ensure they include a sound, thorough, and well-reasoned assessment of the required decision factors for recruiting a vacant position as remote work suitable or establishing remote work arrangements for an incumbent employee to determine the probable effect on the efficiency of FEMA mission performance of designating a position as suitable for remote work. (See Chapter VII. Determining Remote Work Eligibility.)
 4. Reviewing and approving individual remote work agreements in the most equitable manner practicable, consistent with the efficiency and efficacy of FEMA mission performance.
 5. Coordinating with the Office of Equal Rights to approve remote work agreements as reasonable accommodations, in appropriate cases.
 6. In coordination with the supervisor, terminating remote work agreements if an employee has engaged in a serious or repeated violation of the terms of their remote work agreement, becomes ineligible for remote work, or if remote work has had an adverse effect on the efficiency or efficacy of FEMA's mission performance.
 7. Documenting in writing the basis for denials of requests from incumbent employees in positions that have been determined by the Program Office to be remote work suitable and confirming that the denial is based on other position or location suitability/eligibility criteria established by this manual, their Program Office, or operational needs.
 8. Providing employees and their supervisors written notice of a remote work agreement amendment or termination, including the basis for the amendment or termination, and the requirement, if applicable, that the employee report to the newly designated official duty station on a specified date, no sooner than 30 calendar days from the date of the notice.
 9. When a remote work agreement is amended or terminated and the new official duty station is more than 50 miles from the current Remote Worksite, notifying the employee and their supervisor whether they are eligible for relocation expenses and, if so, referring to the appropriate policies, guidance, and resources necessary to accomplish the required relocation. (See Chapter VIII.F. Relocation Costs.)
 10. Providing copies of RWJs to the RWCs for record-keeping purposes.
 11. Providing copies of RWJs to the Office of Equal Rights and the incumbent employee who initiated the RWJ (when applicable) upon request.
- G. FEMA Supervisors are responsible for:

1. Understanding and communicating Agency as well as Program Office requirements and expectations for remote work, including any Program Office-specific suitability or eligibility criteria.
2. Engaging with their employees who are interested in requesting remote work for their position and providing their employees feedback on the level of support the employee can expect to receive from them and their organization, consistent with FEMA's core values.
3. Completing or approving [FEMA Form FF-403-FY-22-110, Portable Work Worksheets](#) (see Appendix A) for positions within their organization for which they want to establish remote work arrangements.
4. Completing or approving [FEMA Form FF-403-FY-22-111, Remote Work Cost Estimation Worksheets](#) (see Appendix B) for positions within their organization for which they want to establish remote work arrangements.
5. Developing or approving for RWAA submission RWJs for vacancies within their organization that are suitable for remote work and for which they want to recruit eligible employees.
6. Assisting the RWAA's in the approval and termination of remote work agreements for employees under their supervision.
7. Ensuring remote work arrangements conform to the requirements and expectations of their Program Office, including suitability and eligibility criteria, and do not adversely impact the efficiency or efficacy of Agency operations. Supervisors must promptly recommend amendment or termination of remote work agreements and remote work position suitability designations whenever it is determined they are adversely affecting the efficiency or efficacy of Agency operations.
8. Monitoring and reviewing all remote work arrangements to ensure that Agency operational requirements are met, signing the [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) for their remote workers and reporting breaches of remote work agreements to the RWAA.
9. Ensuring the equitable treatment of remote workers and non-remote workers.
10. Ensuring position descriptions are up-to-date and accurately reflect the portable work functions of the positions under their supervision, such that RWAA's can make accurate and fair determinations as to whether a given position has sufficient portable work to be remote work suitable.
11. Ensuring the approved Remote Worksite is reflected as the Duty Station (Block 39) on the Notification of Personnel Action (SF-50) for remote workers under their supervision as of the effective date of the [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#).
12. Ensuring their employees working remotely understand their responsibilities to comply with laws, policies, and directives to prevent the unauthorized

disclosure of information that is confidential, sensitive, classified, or Personal Identifiable Information (PII).

13. Ensuring their employees working remotely understand their responsibilities to properly account for government equipment issued to them, and if FEMA equipment is lost, stolen, damaged, or destroyed, coordinating with the Accountable Property Officer to conduct an inquiry into the facts and circumstances, and report findings, in accordance with [FEMA Instruction 119-7-1, FEMA Personal Property Asset Management Program](#), using [FEMA Form 119-7-1-1, Report of Survey](#).
14. Monitor and hold employees accountable for any performance issues, in accordance with [FEMA Manual 255-1-1, Employee Performance Management](#).

H. Remote Work Coordinators (RWC) are responsible for:

1. Understanding and communicating Agency as well as Program Office requirements and expectations for remote work, including any Program Office-specific suitability or eligibility criteria.
2. Assisting RWAAs and the Remote Work Program Manager(s) in the performance of their functions.
3. Serving as the primary points of contact for providing remote work training and guidance to employees and supervisors within their area of assigned responsibility within their respective Program Offices.
4. Facilitating compliance with appropriate DHS and FEMA directives.
5. Reviewing remote work forms, agreements, and documents for completeness and compliance.
6. Signing and returning to the respective employee and supervisor a copy of [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) for all remote work arrangements established within their level of organizational responsibility.
7. Maintaining records of all their Program Office's remote work agreements, justifications, approvals, and disapprovals.
8. Preparing and submitting to the Remote Work Program Manager regular reports of any designations of positions as remote work suitable, rescissions of position suitability designations, and/or approvals, disapprovals, and terminations of remote work within their Program Office.
9. Providing copies of any Program Office-specific criteria for establishing remote work arrangements in their Program Office to the FEMA Remote Work Program Manager.
10. Submitting recommendations, as needed, for improvements to the FEMA remote work program to the FEMA Remote Work Program Manager.
11. Ensuring that records are kept in compliance with [FEMA Directive 141-1](#).

[FEMA Records Management Program.](#)

- I. Human Resources (HR) Liaisons are responsible for:
 1. Understanding and communicating Agency as well as Program Office requirements and expectations for remote work, including any Program Office-specific suitability or eligibility criteria.
 2. Providing human capital process information and guidance to employees and managers to support sound implementation of remote work arrangements.
 3. Working with OCCHCO to ensure the timely processing of personnel actions related to remote work arrangements within their area of responsibility.
- J. FEMA Employees are responsible for:
 1. Understanding Agency as well as their Program Office requirements and expectations for remote work, including any Program Office-specific suitability or eligibility criteria, to determine if they are eligible for remote work arrangements.
 2. Initiating a request for development of a [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#), in cases where the program has not already done so, for their position.
 3. Initiating requests for development of a RWJ for their position if it is determined to be remote work suitable.
 4. Completing and signing a [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) (see Appendix E) detailing the physical location of their Remote Worksite, if approved for remote work.
 5. Ensuring that the designated area in their Remote Worksite complies with safety requirements for remote work and completing and signing a [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#).
 6. Protecting all government-provided equipment and software from loss, theft, or damage (including environmental damage).
 7. Reporting any discrepancy between their approved Remote Worksite location (City or County, State) and the Duty Location (Block 39) reflected on their most recent Notification of Personnel Action (SF-50) to their supervisor and their HR Liaison to initiate corrective action with OCCHCO.
 8. Making no change to the location of their Remote Worksite location without completion of a new Remote Work Agreement and FEMA Form 123-9-0-2 and prior written approval from the RWAA.
 9. Ensuring the security of all official, sensitive, and For Official Use Only data, and strictly adhering to Agency information and electronic security policies.
 10. Protecting government records from unauthorized disclosure or damage and complying with the requirements of all information security laws, rules,

and regulations, including the Privacy Act of 1974, consistent with [FEMA Directive 141-1, Records Management Program](#).

11. Immediately notifying their supervisors and all appropriate Agency officials, including the Privacy Officer and Accountable Property Officer, when a loss, theft, or compromise of personal information or government-furnished equipment occurs.
 12. Ensuring that FEMA-issued accountable property is always available for inventory and that requests from Property Officers concerning FEMA-issued accountable property are addressed in a timely manner.
 13. Updating their applications for Transit Subsidy benefits within 10 business days of the approval of their remote work agreement.
 14. Notifying their supervisors immediately of any accident or injury at the Remote Worksite and completing the required documentation, including accident reports and Workers' Compensation claims forms.
 15. Notifying their supervisors immediately if equipment failure or other technical reasons affect their ability to perform remote work effectively and, if needed, coordinate any absences or leave that result with their supervisor in accordance with [FEMA Manual 123-10-1, Absence and Leave](#).
 16. Adhering to their established work schedules and properly accounting for and reporting actual hours worked, in accordance with [FEMA Instruction 106-1-1, Scheduling of Work](#).
 17. Adhering to the same workday requirements when performing work at the Remote Worksite as they would at their Agency Worksite.
- K. The Office of Equal Rights is responsible for:
1. Providing technical resource information on remote work as a reasonable accommodation in accordance with [FEMA Manual 123-6-1, Reasonable Accommodation Program](#).
 2. Reviewing Remote Work Justifications (RWJs) from different Program Offices, as requested, to ensure equitable administration of remote work across FEMA, subject to both the unique missions and challenges of different Program Offices.
- L. The Chief Information Officer, in coordination with the Chief Procurement Officer, is responsible for:
1. Procuring and distributing suitable Information Technology (IT) products and services, as needed, to facilitate the efficient use of remote work, consistent with and as limited by [FEMA Directive 139-1, Mobility-1-1](#).
 2. Providing cost estimates for technology-related items needed to support accurate remote work request cost estimates by Program Offices.
 3. Monitoring remote IT devices and supporting infrastructure for cybersecurity threats that can impact remote access availability, data integrity, and data

confidentiality.

- M. The FEMA Privacy Office is responsible for providing guidance and training on the proper handling of information protected by the Privacy Act.
- N. The OCCHCO Employee Services Division is responsible for providing guidance and technical assistance to supervisors and management officials for remote worker workplace issues, such as determining appropriate discipline for remote workers, and when considering supplemental remote work policies or practices for their work unit if it includes bargaining unit employees.
- O. The FEMA Office of the Chief Security Officer is responsible for making guidance and training available to remote workers, managers, RWCs, the FEMA Remote Work Program Manager(s), and the FEMA Remote Work Managing Officer(s) to help safeguard against the improper disclosure of classified or sensitive but unclassified (such as For Official Use Only) information.

VI. Program Office Considerations for Remote Work

A. General

1. Program Offices considering the designation of positions for remote work should carefully consider the direct and indirect costs as well as benefits of remote work arrangements, including but not limited to, a potential increase in travel costs, changes in locality pay, delays and costs attendant to repairing information technology equipment, and effects on mission readiness and resilience.
2. A Program Office may arrive at different determinations with respect to the suitability of approving substantially similar positions within their Program Office for remote work, provided they document the different financial, budgetary, programmatic, and/or readiness considerations that support the differing determinations in the RWJ package.

B. Financial Considerations

1. The decision to approve remote work arrangements for a position, either to recruit employees directly into remote work arrangements or to approve remote work requests by incumbent employees, could have significant financial consequences for a Program Office and the Agency.
2. The establishment of a remote work arrangement may result in a change in the employee's eligibility for, or the rate of, locality pay.
3. Remote work arrangements involve a change in the employee's Official Worksite. If the Agency directs a remote worker to be physically present at the Agency Worksite or any place other than their Remote Worksite, the

remote worker is entitled to travel reimbursement, consistent with [FEMA Manual 122-1-1, Travel Policy Manual](#).

4. In the event the Agency terminates a remote work agreement or rescinds the designation of a position as remote work eligible for reasons that primarily serve the convenience of the Agency, and the employee's new Official Worksite is at least 50 miles further from the employee's current residence than the employee's Remote Worksite is from the same residence, the employee will be entitled to claim relocation expenses (i.e., Permanent Change of Station travel orders), per 5 U.S.C. § 5724 and consistent with [FEMA Standard Operating Procedure 2500-001 Version 2, Permanent Change of Station](#).
5. Program Offices must complete a [FEMA Form FF-403-FY-22-111, Remote Work Cost Estimation Worksheet](#) (see Appendix B) for each prospective remote work arrangement for their Program Office to ensure consistency and equity in their RWJs.

C. Effects on Work Unit

Program Offices should consider the value and importance of in-person collaboration and coordination within and between the various work units of their organization, as well as between their organization and other organizations, to the success of their organization. Using both FEMA facilities and Remote Worksites within a work unit could affect the team's collective performance, and hybrid teams may be impacted by partner Program Office decisions.

D. Effects on Readiness and Resilience

1. Remote work arrangements may move members of the FEMA workforce to locations that will increase or decrease the time and cost associated with directing remote workers to an Agency Worksite or other deployment location to support FEMA incident management, incident support, and continuity operations. Additionally, dispersing the workforce geographically may reduce or mitigate the impact of natural and human-caused disasters on workforce performance.
2. Remote work arrangements must consider emergency response requirements of individual employees. FEMA staff with responsibilities in support of Mission Essential Functions, such as Emergency Relocation Group (ERG) members and Regional or National Response Coordination Staff, must be able to report from their Remote Worksite to their assigned Primary or Alternate Site within the timeframe specified on their deployment orders or ERG appointment letter, but in any case, not later than 12 hours. The ability of an employee to timely travel or deploy in these cases is a relevant factor in a RWAA's decision to approve or disapprove remote work.

VII. Determining Remote Work Eligibility

The designation of a position as suitable for remote work must follow a careful analysis by the RWAA of the significant functions of the position in accordance with Chapter VII.B. Considerations in Position Suitability Analysis, a determination that the prospective remote worker is eligible for remote work in accordance with Chapter VII.C. Employee Eligibility, and a determination that the Remote Worksite is suitable for remote work in accordance with Chapter VII.D. Location Eligibility.

A. Positions Not Suitable for Remote Work Arrangements

The following positions are not suitable for remote work arrangements:

1. Senior Executive Service (SES) positions;
2. "Senior Level" (SL) and "Scientific and Professional" (ST) positions;
3. Positions which require a "Secret" or higher-level security clearance;
4. Positions assigned to the FEMA Watch network, specifically those that serve in:
 - a. FEMA's National Watch Center (NWC);
 - b. Regional Watch Centers (RWCs);
 - c. The FEMA Operations Center (FOC);
 - d. Mobile Emergency Response Support (MERS) Operations Centers; and
 - e. The Mount Weather Emergency Operations Center.

B. Considerations in Position Suitability Analysis

1. Manageability: The significant functions of remote work suitable positions should:
 - a. Rarely, if ever, require the employee to be physically present at the Agency Worksite;
 - b. Be measurable, both qualitatively and quantitatively, as can be reflected in an incumbent employee's performance plan; and
 - c. Be conducive to remote supervisory oversight.
2. Functions Typically Suitable for Remote Work include:
 - a. Clerical and analytical functions (including reading and reviewing documents, research, writing, editing, scheduling, planning, policy analysis, program analysis, and financial analysis);
 - b. Computer-oriented functions (including programming, data entry, word processing, web page design, and data tracking and processing); and
 - c. Coordination, collaboration, and communication functions that can be performed virtually (including by telephone, email, text, online

document collaboration, or videoconferencing) with equal effectiveness and/or efficiency.

3. Functions Not Typically Suitable for Remote Work include functions that:
 - a. Involve accessing and handling classified information;
 - b. Require the use of specialized equipment not available at a Remote Worksite (including functions involving the repair and maintenance of government equipment or vehicles in specialized maintenance facilities);
 - c. Involve the security and maintenance of facilities, or the maintenance of equipment within such facilities (including building maintenance and physical security functions, warehouse operations, and functions involving the on-site maintenance and repair of photocopying, audiovisual, or information technology equipment);
 - d. Involve the handling of mail, and the storage, shipping and handling of supplies and equipment;
 - e. Require regular in-person engagement with other FEMA employees, within and/or outside their Program Office, or at the Agency Worksite;
 - f. Require regular in-person engagement with the public, other state or federal officials, or stakeholders, within the position's Official Station (i.e., within a 50-mile radius of the Agency Worksite); or
 - g. Require a physical presence at the Agency Worksite to allow an immediate response to emergencies that pose an immediate threat to life or property (including police, security, and firefighting functions).

C. Designation of Positions as Suitable for Remote Work

1. Positions are not considered suitable for remote work unless they are designated as remote work suitable by their Program Office's RWAA.
2. All requests for remote work arrangements, for both encumbered and unencumbered (vacant) positions, begin with an assessment of the position's level of portable work using a [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#) (see Appendix A). This may be completed by an incumbent employee, the supervisor, or both, but must be submitted by the position's first-line supervisor to the RWAA for approval.
3. Once the supervisor is satisfied with the accuracy of the [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#), they must submit it to the RWAA with their recommendation for approval or disapproval of a remote work suitability designation for the position.
4. The supervisor generally has 30 calendar days from the date of receipt to submit an incumbent employee's completed [FEMA Form FF-403-FY-22-](#)

[110, Portable Work Worksheet](#) to the RWAA and notify the employee that such action has been completed.

5. In cases where multiple employees occupy the same or substantially similar and similarly situated positions (e.g., a team of GS-391 Telecommunication Specialists), a Program Office is permitted to complete one [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#) to determine the suitability (but not the approval) of all such positions for remote work arrangements within their Program Office.
6. Position series and title do not determine a position's suitability. Different Program Offices may reach different conclusions about the suitability of common positions (e.g., GS-0089 Emergency Management Specialist) based on additional criteria they may establish for their Program Office that may differ from that of other Program Offices. (See VII.F., Establishing Additional, Program Office-Specific Suitability and Eligibility Criteria.) A Program Office must, however, apply suitability criteria consistently and equitably to all the same or substantially situated positions within their Program Office.
7. A position is not considered suitable for remote work unless the Program Office RWAA has received input from the position's supervisor(s) of record and the RWAA signs the [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#).
8. The RWAA generally has 30 calendar days from the date of receipt to confirm (approve) or deny that the [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#) supports the position's designation as suitable for remote work arrangements.
9. The RWC and the first line supervisor will receive and maintain copies of all RWAA signed [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#).
10. Employees may appeal determinations that their position is unsuitable for remote work arrangements using the procedures provided in Chapter VIII.G. Appeals.

D. Employee Eligibility

1. All incumbent employees whose positions are designated as remote work suitable are eligible for remote work unless they are ineligible under Chapter VII.D.2. Employee Eligibility (below).
2. An employee is ineligible for remote work if the employee:
 - a. Received an official reprimand or a suspension without pay, or has been terminated from federal employment for absence without leave for more than five (5) days in a calendar year, to the extent that such action remains in the employee's Official Personnel Folder; or
 - b. Has been officially disciplined for a violation of Subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch

for viewing, downloading, or exchanging pornography on any federal government furnished equipment or while performing official federal government duties, to the extent that such action remains in the employee's Official Personnel Folder.

All employees requesting remote work arrangements will self-certify that neither a. nor b., above, is in their Official Personnel Folder when they complete and sign their [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) (See Appendix E) and should be presumed to be eligible for remote work arrangements unless there is reasonable cause to suspect otherwise. The RWAA should contact OCCHCO for verification of the employee's eligibility when they deem it warranted.

3. When an employee with an established remote work arrangement is determined to be or becomes ineligible for remote work, both the employee and FEMA have a legal obligation to cease working under that arrangement. Depending on circumstances, the RWAA may give the employee the option of working from the Agency Worksite full-time (i.e., no telework, because an employee ineligible for remote work is also ineligible for telework). If this option is offered and accepted by the employee, the employee is ineligible for relocation reimbursement (see Chapter VIII.F. Relocation Costs). If this option is not offered, or is not accepted by the employee, either the employee must resign or FEMA must initiate removal from federal service as provided for in [FEMA Manual 255-3-1, Employee Discipline Manual](#).
4. Changes to an employee's Official Worksite, including the approval, termination, or amendment of a Remote Worksite, require the approval of the RWAA and documentation using a [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) and a Standard Form (SF) 50, Notification of Personnel Action.
5. An existing FEMA employee hired into a remote work-designated position who elects to work remotely must submit a completed and signed [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) and [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#) to their position's supervisor prior to reporting for duty.
6. A new FEMA employee hired into a remote work-designated position who elects to work remotely will complete and sign a [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) and [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#) to be submitted to their position's supervisor during the Agency on-boarding process.

E. Location Eligibility

1. Remote work will only be approved for a Remote Worksite within the United States, its territories, and the District of Columbia. Program Offices may establish additional geographic restrictions within these areas (see Chapter VII.F. Establishing Additional, Program Office-Specific Eligibility Criteria).

2. Remote workers must self-certify in their [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) that they are able to connect to the FEMA virtual private network (VPN) with an internet access speed sufficient to allow for the efficient performance of remote work, must maintain sufficient internet access at their Remote Worksite, and must bear all costs associated with obtaining and maintaining internet access at their Remote Worksite.
3. The loss of or failure to maintain sufficient internet access at a Remote Worksite renders that Remote Worksite ineligible for remote work and is a violation of the remote work agreement. The employee must find another eligible Remote Worksite and complete a new remote work agreement, or they will have their remote work agreement terminated. The eligibility of employees for relocation reimbursement in these cases is governed by the terms of Chapter VIII.F. Relocation Costs, of this manual.
4. Some employees may require the installation and maintenance of special equipment at their Remote Worksite to enable them to perform their job. In these situations, before submitting a remote work agreement to the RWAA for approval, the supervisor should consult with the Office of the Chief Information Officer, as warranted, to confirm that FEMA is able to provide the logistical, technical, and communications support to facilitate effective remote work from the proposed Remote Worksite and at what cost to the Program Office.
5. A RWAA may make reasonable inquiries of an applicant for remote work to ensure the safety of working conditions at a Remote Worksite, and must require a remote employee to complete [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#), as a condition of approving remote work.

F. Establishing Additional, Program Office-Specific Suitability and Eligibility Criteria

1. As approved by the Executive-level manager, the RWAA may establish additional, Program Office-specific suitability and/or eligibility criteria for position or location eligibility for remote work arrangements within their Program Office. Examples of Program Office-specific criteria that could be established include:
 - a. Restricting remote work of incumbent employees to Remote Worksites within 50 miles of the Agency Worksite or other FEMA fixed facility to limit travel costs and avoid possible relocation reimbursement entitlements. (See Chapter VIII.F. Relocation Costs, for more information);
 - b. Advertising remote work vacancies with core work hours set for the time zone of the Agency Worksite (e.g., “Normal business hours for this position are 9:30am to 3:30pm Eastern Daylight Time”);

- c. Requiring minimum Remote Worksite proximity to a facility capable of assisting the remote worker with equipment repair or replacement;
 - d. Establishing a maximum cost estimate for remote work positions as calculated through the [FEMA Form FF-403-FY-22-111, Remote Work Cost Estimation Worksheet](#) (e.g., \$3120/year, which is the maximum commuter transit subsidy as of the effective date of this manual);
 - e. Establishing a maximum number of required annual in-person activities at an Agency Worksite for a position to be remote work eligible (e.g., “Positions required to report to the Agency Worksite on a bimonthly or greater regular and recurring basis are not suitable for remote work”);
 - f. Establishing an organizational standard that precludes managers and supervisors above a certain level (e.g., “section chiefs and above” or “division directors and above”) from remote work arrangements; and/or
 - g. Other factors related to cost, readiness, efficient and effective job performance, and/or the ability to meet requirements for stakeholder or customer engagement.
2. The Program Office may not establish additional employee eligibility criteria beyond that established in this manual, or position and location criteria that are less restrictive than those established in this manual.
 3. The Program Office must document and publish any additional criteria as written guidance that is available to the workforce of that Program Office and to the Remote Work Program Manager.
 4. Program Offices must consult with the OCCHCO Employee Services Division, Labor Relations for technical assistance and guidance before implementing any Program Office-specific criteria effecting bargaining unit employees.
 5. All Program Office-specific criteria must be applied consistently and equitably to all remote work decisions within that Program Office.

G. Continuation of Pre-Existing Remote Work Arrangements

1. The FEMA workforce includes employees subject to the terms of this Manual (see Chapter IV. Applicability, above) and operating under remote work or “100% telework” arrangements that were authorized before June 23, 2021. A Program Office may continue such an arrangement for the position’s incumbent only and may not refill the position as a remote work position when it becomes vacant unless the position has been designated as remote work suitable pursuant to Chapter VII.C. Designation of Positions as Suitable for Remote Work.

2. Supervisors and employees working under “100% telework” arrangements as provided for under the previous FEMA Manual 123-9-1, Telework, will confirm that the duty station listed on their Notification of Personnel Action is the location of their Remote Worksite. If this results in a change in the duty station, this may impact the employee’s locality pay rate, travel allowances, and other conditions of employment.
3. Supervisors and employees in such arrangements must complete and sign a [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) (See Appendix E) to document the remote work arrangement per Chapter VIII.D. Final Application and Approval Procedure for Remote Work Agreements for Incumbent Employees, within 45 calendar days of this manual’s effective date.

VIII. Remote Work Program Management

A. General

Positions suitable for remote work may not be approved for remote work unless a Remote Work Justification (RWJ) decision memo has been developed for and approved by the RWAA. The RWJ provides the business case that addresses the estimated costs, benefits, and overall impact on the FEMA mission by evaluating the totality of the remote work arrangement circumstances, including the organizational unit and role of the position(s), the proposed Remote Worksite location (if known), the eligibility criteria of this manual as well as any Program Office-specific position or location criteria, and any special circumstances of a requesting incumbent employee.

B. Approving Remote Work Arrangements

1. Requests to establish remote work arrangements for positions suitable for remote work may be initiated by the supervisor, other Program Office management, or an incumbent employee.
2. An incumbent employee should discuss their interest in remote work arrangements with their first line supervisor before initiating development of a RWJ for their position to determine if the supervisor supports remote work arrangements for their position and either collaborate on the RWJ with their supervisor or decide to proceed with their request and develop a RWJ for their position without their supervisor’s support.
3. If an incumbent’s position has not been determined to be suitable for remote work (i.e., a [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#) for their position has not already been completed and approved within their Program Office), the employee may initiate the process of determining its suitability using the procedures found in Chapter VII.C. Designation of Positions as Suitable for Remote Work.

4. All requests to establish a remote work arrangement for a position or positions require the completion of a RWJ package that is submitted by the position's first line supervisor to the Program Office RWAA for an approval decision. That package includes the following:
 - a. A copy of the approved [FEMA Form FF-403-FY-22-110, Portable Work Worksheet](#) (see Appendix A) confirming their position is suitable for remote work arrangements within their Program Office;
 - b. A completed [FEMA Form FF-403-FY-22-111, Remote Work Cost Estimation Worksheet](#) (see Appendix B) that provides a simple estimate of the net costs to or savings for the Program Office, the Agency, and/or the government to establishing remote work arrangements for this position working remotely from a Remote Worksite/the proposed Remote Worksite; and
 - c. Either a *Remote Work Justification Decision Memo – Recruitment* or a *Remote Work Justification Decision Memo – Incumbent* which follows the format and required content of the templates provided at Appendices C and D of this manual.
5. In the case of an encumbered position, although an incumbent employee may develop most or all of the RWJ package for their position, the first-line supervisor is responsible for assessing the accuracy of the documentation provided to the RWAA. The first-line supervisor is responsible for formally submitting the request to the RWAA with either an endorsement or non-endorsement of the accuracy of the RWJ package documentation and/or the recommendation for approval of the position for remote work. An incumbent employee must send a written request to their first-line supervisor to request that they submit the RWJ package to the Program Office RWAA for consideration.
6. The first-line supervisor generally has up to 30 calendar days from receipt of the request from the employee to submit the RWJ package to the RWAA. The employee will receive a dated copy of the RWJ package when it is sent to the RWAA for consideration.
7. The RWAA generally has 30 calendar days from the date of receipt to render a decision on a completed RWJ package.
8. Employees may appeal a RWAA's decision on their RWJ package using the procedures provided in Chapter VIII.G. Appeals.
9. The Office of Equal Rights may request records of remote work position designations, approvals, and disapprovals to ensure the fair and equitable administration of the remote work program between different FEMA Program Offices. Any requests from the Office of Equal Rights for such records must be fulfilled.

C. Recruitment and Selection for Remote Work Designated Vacancies

1. To recruit for and fill a position suitable for remote work, the hiring manager should forward the RWAA-approved RWJ to the OCCHCO, in accordance with [FEMA Manual 253-11-1, Merit Promotion and Internal Placement](#).
2. Vacancy announcements of remote work suitable positions which the Program Office intends to fill with a remote worker will list the job location as “location negotiable.”
3. Employees hired into remote work suitable positions which are not advertised as “location negotiable” may not have remote work arrangements for their position approved until 90 days after reporting for duty for that position.

D. Final Application and Approval Procedure for Remote Work Agreements for Incumbent Employees

1. Employees with a RWAA-approved RWJ for the position they encumber must submit a complete remote work application package to their supervisors. A complete remote work application package includes:
 - a. A copy of their RWAA-signed and approved RWJ decision memo;
 - b. A completed and signed [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) (see Appendix E) that includes the street address of the Remote Worksite, as well as the employee’s FEMA mobile phone number;
 - c. A completed and signed [FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist](#); and
 - d. Documentation of completion of any training required for approval of a remote work agreement.
2. The supervisor must review the employee’s complete application package to confirm it aligns to the information provided in the RWAA-approved RWJ decision memo and recommend approval, denial, or conditional approval subject to a modification of the terms, generally within 30 calendar days of receipt of the application package and forward the package and a recommendation for approval or disapproval to the RWAA. A disapproval recommendation for an application from an employee with a RWAA-approved and signed decision memo should only be made if there has been a change in the actual versus projected Remote Worksite location or a subsequent change to the eligibility of the employee or the suitability of their position.
3. The RWAA generally should return the approved or disapproved application to the employee through the supervisor and the RWC within 30 calendar days of receiving the complete remote work application package.

4. The RWAA's approval of a remote work agreement, and of entering a voluntary remote work arrangement that affords the employee significant benefits, must be contingent on the employee's agreement to:
 - a. Abide by the terms of the remote work agreement and maintain their eligibility for remote work;
 - b. Maintain the safety of the employee's workplace at the Remote Worksite;
 - c. Maintain all FEMA equipment in working order and contact their supervisors promptly to arrange for the repair or replacement of equipment when necessary;
 - d. Obtain and maintain, at the remote worker's expense, sufficient internet service for effective connectivity to the FEMA virtual private network;
 - e. Safeguard Sensitive but Unclassified or sensitive information at the Remote Worksite, or while traveling to and from the Remote Worksite; and
 - f. Not access classified information at the Remote Worksite unless their Remote Worksite is another secure federal facility approved by the Office of the Chief Security Officer.
5. Denial of either a RWJ or a remote work agreement requested by an employee occupying a position determined by the Program Office to be suitable for remote work must be documented in writing and include the basis for denial, which is limited to the criteria established in Chapter VII. Determining Remote Work Eligibility, additional position suitability or location eligibility criteria established by the Program Office and/or operational needs.
6. Employees may appeal the denial of requests for remote work, or for the reimbursement of relocation costs, using the process described in Chapter VIII.G. Appeals.
7. Once a [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) is approved and signed by the RWAA and the employee, it is forwarded to the RWC for action. The RWC will sign and return copies of the agreement to both the employee and the RWAA and will contact the supervisor to initiate a Change in Duty Station action that will be effective as of the effective date of the agreement. Personnel actions not submitted timely may result in a debt owed by the employee to the Agency in instances where the employee is moving to a lower locality pay area.
8. Program Offices will ensure remote workers and their supervisors review and update, if needed, remote work agreements annually, or more often as necessary.

E. Amendment and Termination of Remote Work Arrangements

1. A remote worker may request to terminate a remote work agreement with or without cause, at the employee's own expense, without adverse employment consequences, provided that the employee must be able to perform the essential functions of their position at their Official Worksite/former Agency Worksite.
2. Managers and supervisors must consider the decision to amend or terminate a remote work agreement carefully. Managers and supervisors must not use the termination of a remote work agreement as a form of corrective action for performance or as a form of discipline for misconduct. A supervisor must consult with the OCCHCO Employee Services Division, Employee Relations Section staff to determine proper alternatives to terminating a remote work agreement due to employee misconduct or performance-related reasons.
3. The RWAA may amend or terminate a remote work agreement if the RWAA makes a written determination that:
 - a. The employee is ineligible for remote work under Chapter VII.D.2. Employee Eligibility;
 - b. The employee has violated the terms of the remote work agreement;
 - c. The Agency is unable to provide sufficient logistical, technological, or communications support (except internet connectivity, which is the responsibility of the employee) for the efficient use of the employee's remote work arrangement; or
 - d. The Agency has rescinded a determination that the incumbent's position is suitable for remote work.
4. The RWAA must provide a remote worker and their supervisor notice of the termination, including:
 - a. The specific basis for termination as provided for under this manual;
 - b. An explanation of the evidence supporting that basis;
 - c. The location of the Official Worksite to which the remote worker will be reassigned;
 - d. The requirement to report to the newly designated Official Worksite at a specified future date, no sooner than 30 calendar days from the date of the notice;
 - e. Whether the Agency will reimburse the remote worker for any relocation costs consistent with Chapter VIII.F. Relocation Costs; and
 - f. Instructions regarding the process to seek reimbursement of relocation costs, if approved.

F. Relocation Costs

1. When the termination or amendment of a remote work agreement results in the employee's new Official Worksite being at least 50 miles further from the employee's current residence than the employee's current Remote Worksite is from the same residence (as calculated based on driving distance using the shortest route) the employee may be entitled to relocation expense reimbursement, as follows:
 - a. If the termination is at the request of and for the convenience of the employee, the employee is not entitled to reimbursement for any relocation costs;
 - b. If the termination is the result of a change in the employee's or their Remote Worksite's eligibility for remote work, or other violation of their remote work agreement, the employee may not be entitled to reimbursement for any relocation costs;
 - c. If the termination is at the request of and for the operational or financial convenience of the Agency, the employee is entitled to reimbursement for relocation costs.

Employees will not incur relocation costs before the RWAA provides the employee with a written determination approving or denying reimbursement for relocation costs. The RWAA may not deny an employee reimbursement for relocation costs without the written concurrence of the Office of Chief Counsel.

2. Remote-work agreements will not be terminated or amended if such termination or amendment would entitle the employee to reimbursement of relocation expenses, per [FEMA Standard Operating Procedure 2500-001 Version 2, Permanent Change of Station](#), and the Program Office lacks sufficient funds to pay that cost. Any such termination or amendment of a remote-work agreement must be postponed until such time that sufficient funds are available to pay the cost of any associated relocation expenses.
3. Supervisors will notify their organization's RWC within three (3) business days of a final decision to terminate a remote work agreement.

G. Appeals

1. Employees hired under Title 5 Section 2105 of the United States Code may appeal an RWAA's decision through the FEMA Administrative Grievance System (see [FEMA Instruction 256-3-1, Administrative Grievance System](#)).
2. Employees hired under Section 306 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act may use the system defined in Section 11-6 of [FEMA Manual 252-2-1, Cadre of On-Call Response/Recovery Employee \(CORE\) Program](#) to appeal a RWAA decision.
3. Bargaining unit members may elect to follow the grievance procedures provided in FEMA's collective bargaining agreement.

4. An employee may appeal FEMA's denial of relocation expenses to the Civilian Board of Contract Appeals in accordance with 48 C.F.R. Part 6104. All claims must be submitted in writing to the Clerk of the Board. Questions about appeals may be addressed to the Clerk by telephone at (202) 606-8800. Instructions for filing an appeal to the CBCA can be found at <https://cbca.gov/howto/filing.html>.

IX. Remote Work Conditions of Employment

Except as stated in this manual, or in DHS or OPM policy or guidance, a remote worker's duties, obligations, benefits, performance and conduct standards, and conditions of employment are the same as those of a non-remote worker.

A. General

1. Executives, managers, and supervisors must treat remote workers and non-remote workers equitably by maintaining consistency in assignments of work, recognition, discipline, performance management, developmental opportunities, promotions, and other conditions of employment.
2. Supervisors who receive employee requests to work from an alternate worksite for telework (temporarily, up to 1 year) or remote work (more than 1 year/permanently) based on a disability must consult with the Office of Equal Rights Disability Unit prior to approving the request. See [FEMA Manual 123-6-1, Reasonable Accommodation Program](#) for additional information.

B. Time and Attendance

1. Scheduling of Work. Remote workers are bound by the same policies regarding work schedules, leave, and premium pay as the non-remote working employees of their Program Office. Remote workers are eligible for the same Alternative Work Schedules (AWS), including maxiflex schedules, as non-remote employees. See [FEMA Instruction 106-1-1, Scheduling of Work](#).
 - a. Fair Labor Standards Act (FLSA) Compliance. Supervisors may set or adjust remote workers' work schedules across different time zones to facilitate effective collaboration within work units. Supervisors are strongly cautioned against the excessive assignment of work to remote workers based on their virtual availability, particularly if the remote worker is in a different time zone or on a different work schedule than the supervisor. A supervisor's expressed or implied expectation that an employee will work overtime without the additional compensation to which an employee is entitled under the Fair Labor Standards Act (FLSA) may violate the employee's legal rights and incur legal liability for the Agency.

- b. Night Differential Pay. Supervisors should consider time zone differences in setting schedules such that employees are not regularly scheduled for night differential pay unless warranted. Employees whose Remote Worksite and Agency Worksite are in different time zones may not elect to set flexible hours such that they are paid night differential when not necessary. While employees can choose to work those hours if convenient for them, they cannot claim night differential for those hours unless it is required by the job and approved by their supervisor.
 - c. Family-Friendly Schedules. Remote work may be used to enhance flexibility for employees to manage their work/family responsibilities, but employees remain responsible for ensuring that they work the full number of scheduled duty hours each day, and for notifying their supervisors of any need to take leave during duty hours for dependent care or personal/family responsibilities.
 2. Telework and Remote Work. Remote workers may participate in the FEMA Telework Program and work from an alternate worksite (i.e., a location different than their Remote Worksite) in accordance with [FEMA Manual 123-9-1, Telework](#).
 3. Time and Attendance. Remote work hours will be logged in FEMA time and attendance recordkeeping systems as “Regular Base Pay,” except that remote workers who have approved telework agreements will record their telework hours as prescribed in [FEMA Manual 123-9-1, Telework](#). (For example, if a remote worker’s Remote Worksite is a FEMA facility, and they also telework from their residence two days a week, they will record “Regular Base Pay” while working from their Remote Worksite and telework hours while working from their residence.)

C. Performance and Conduct Standards

1. Remote workers must complete assigned work according to the same standards as non-remote workers. Supervisors must document remote workers’ performance standards in performance plans.
2. Remote workers are bound by the Standards of Ethical Conduct for Employees of the Executive Branch, the FEMA Personnel Standards of Conduct, and other applicable DHS and FEMA standards and policies.
3. Supervisors and managers must afford remote workers equal opportunities and treatment regarding work assignments, periodic appraisal of job performance, awards and recognition, training, development opportunities, promotions, and retention incentives.

D. Remote Worksite Environment

1. It is the responsibility of the employee to ensure that their Remote Worksite provides an environment that allows their tasks to be performed safely and

effectively, and to complete a [FEMA Form 123-9-0-2, Employee Self-Certification Safety and Health Checklist](#).

2. When the employee's residence is their Remote Worksite, the employee must designate an area within it as their official work area. The area designated must be documented in the remote work agreement.
3. The government is not responsible for any operating costs associated with the employee's use of their residence as a Remote Worksite, including but not limited to the cost of reliable and adequate internet service, appropriate land line or cellular phone service, site maintenance, insurance, or utilities.
4. The Agency may rescind a remote work agreement based on documented evidence that the remote worker's Remote Worksite does not meet this manual's eligibility standards for internet service connectivity or the physical safety and security of the employee and/or government equipment and communication. The eligibility of employees for relocation reimbursement in these cases is governed by the terms of Chapter VIII.F. Relocation Costs, of this manual.

E. Information Security

1. Remote workers must strictly adhere to relevant information security laws and Agency policies.
2. Employees may not possess, store, transmit, transport, view, access, or allow others to possess or access classified information, except as prescribed and authorized by the Chief Security Officer.
3. Classified documents (hard copy or electronic) and/or equipment (e.g., diskettes, computers, laptops, removable hard drives, and other media used for processing classified information) must not be taken to an employee's Remote Worksite. FOUO information may only be accessed and saved on government-issued equipment. Select personally owned equipment such as non-Bluetooth-enabled keyboards and mice may be used with government-issued equipment, as required.
4. All remote workers are responsible for the security of all official data, and the protection of government-issued equipment/property. Government-issued equipment must only be used for official duties and only by the remote worker. A FEMA-approved remote access solution such as a virtual private network must be used.
5. FOUO Information must be transported from a FEMA facility to the Remote Worksite in a secure manner, such as on a secure government-issued computer or in a sealed envelope in a bag in possession of the employee at all times, until it can be securely stored. Sensitive But Unclassified Information, including Sensitive Security Information (SSI), Personally Identifiable Information (PII), Sensitive Personally Identifiable Information (Sensitive PII), and "FOUO" data and non-sensitive, unclassified data, including data in documents printed by the employee at their Remote

Worksite, must be stored in a secure file cabinet at the Remote Worksite or on a secure government computer. When such information is displayed on a computer screen, it must not be visible to others. Computer privacy screens which block computer screen visibility to others must be used when SSI is displayed on a computer monitor at a Remote Worksite. No one other than the remote worker is authorized to handle and/or view any government Sensitive but Unclassified Information, including SSI, Privacy Act, and "FOUO" data.

6. Remote workers must protect PII in compliance with [FEMA Directive 109-2, Privacy Program](#).

F. Supplies and Equipment

1. Program Offices will provide remote workers with the necessary government equipment and supplies to adequately perform their tasks at their Remote Worksite, such as a mobile phone, portable computer, printer (if needed) with associated consumable printing supplies, to the standard established by the Program Office or to an Agency standard should one be established. Remote workers should work with their supervisors and Custodial Officers to obtain these items. FEMA will not reimburse remote workers for any supplies purchased independently. FEMA will not provide office furniture except as a part of an approved reasonable accommodation.
2. FEMA is not responsible for any operating costs incurred by the employee (such as utilities, rent, internet service, or homeowner's insurance) as a result of working from a Remote Worksite, including but not limited to their residence.
3. Remote workers are responsible for the security and custody of government property issued to them and will comply with FEMA Directive [FEMA Directive 119-7, Personal Property Asset Management Program](#) to report lost, stolen, damaged, or destroyed government property.
4. Employees must only use government issued equipment and their FEMA email address for their official duties. Remote workers must not allow non-FEMA employees to use their government-issued property.
5. FEMA is responsible for the repair and maintenance of all government-issued equipment, including employee ID badges.
 - a. FEMA may require remote workers to bring their government-issued equipment to their Agency Worksite, or to another FEMA facility (with prior coordination/approval), for maintenance, repair, or replacement.
 - b. Remote workers must notify their supervisors and Custodial Officers if any of their FEMA-issued equipment requires repair or replacement.
 - i. If there is a FEMA facility, either fixed (such as a Distribution Center) or temporary (such as a Joint Field Office) within a 50-

mile radius of the employee's Official Worksite, the employee may be directed to travel to that location with any FEMA-issued equipment for repair or replacement.

- ii. If there is no FEMA facility within 50 miles of the remote worker's Remote Worksite, the supervisor and the remote worker will arrange for the shipment (at Agency expense) of replacement equipment to the employee, the shipment of the non-functioning equipment to a FEMA facility for repair, or both.
 - iii. If the employee's presence is required to solve the issue (for example, the employee must be physically present to have software, or a certificate installed) the supervisor and the remote worker should arrange for repairs at the FEMA facility where the repairs may be performed at the lowest cost to the Agency. (In the case of employee ID badge problems, this may be another DHS facility with badging capability.) The supervisor must authorize travel orders in accordance with [FEMA Manual 122-1-1, Travel Policy](#).
- c. Supervisors may approve up to five (5) days of administrative leave for each instance a remote employee is unable to work during the period of repair and replacement of their equipment. Supervisors should notify the OCCHCO Employee Services Division, Employee Relations Section prior to approving the use of administrative leave. Administrative leave provided for this purpose counts toward the maximum 10 days of annual administrative leave permitted under the Administrative Leave Act of 2016.
6. Remote workers are responsible for contacting their Custodial Officer and coordinating the return of all government-issued equipment and materials to FEMA prior to their separation from the Agency. If equipment cannot be returned to a FEMA facility, the supervisor and the remote worker will arrange for the shipment of equipment to the Agency at FEMA's expense.

G. Workers' Compensation and Claims

1. Employees who are injured while working remotely are covered by the Federal Employees Compensation Act if the injury occurred within the scope of their official duties and in accordance with the terms of the remote work agreement.
2. Employees must notify their supervisor immediately, provide details of the accident or injury, and complete a [Department of Labor Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation](#).
3. The government is not liable for any injury to the employee or other persons, or for damages to the employee's personal or real property, while

the employee is working remotely, except as provided under the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

H. Emergency Readiness

1. Remote workers must work if a weather and safety event closes their Agency Worksite.
2. Remote workers must notify their supervisors as soon as possible when emergencies affect their ability to work from their Remote Worksite. If a weather and safety event prevent a remote worker from working safely at their Remote Worksite, the supervisor may approve situational telework, grant administrative leave, or grant some other form of leave, as appropriate. [FEMA Manual 123-9-1, Telework](#), contains detailed instructions on the availability of different forms of leave during weather and safety events.
3. Remote workers are subject to deployment, like all FEMA employees. FEMA management may require a remote worker to travel or deploy to their Agency Worksite or other facility with reasonable notice—ordinarily, at least one business day, but less for exigent emergency or disaster response purposes. The ability of an employee to travel or deploy from the Remote Worksite for disaster response duties on short notice is a relevant factor in a RWAA’s decision to approve or disapprove remote work.

I. Bargaining Unit Employees

1. Employees’ rights provided for in the collective bargaining agreement are not affected by participation in a remote work program.
2. A supplemental remote work policy or practice is any personnel directive, instruction, or order, established by rule, regulation, or otherwise that affects employee working conditions with respect to participation in the remote work program.
3. Components with bargaining unit employees must consult the OCCHCO Employee Services Division, Labor Relations Section prior to establishing supplemental remote work policies or practices for their work unit. To the extent that components retain discretion under this Manual to establish such policies or practices, the application of those policies or practices to a work unit with bargaining unit employees is subject to the terms of the collective bargaining agreement and the statutory duty to bargain conditions of employment. See 5 U.S.C. §§ 7102 and 7114.

J. Locality Pay Overpayment Recovery

1. Remote Workers who receive overpayments of locality pay due to an incorrect duty station listed on their SF-50 Notification of Personnel Action must notify their supervisors as soon as possible after recognizing an overpayment. Remote Workers who receive overpayments of locality pay,

even if not due to their own action, are responsible for repaying any excess funds received or appealing the need for repayment, in accordance with [FEMA Directive 127-1, Collection of Debts Owed by FEMA Employees](#).

5. Remote workers who willfully mislead FEMA as to their actual work location to defraud the United States government, or for any other improper purpose, are responsible for the repayment of any improper payments received, in accordance with [FEMA Directive 127-1, Collection of Debts Owed by FEMA Employees](#). They are also subject to disciplinary action, up to and including removal from federal service, and criminal prosecution. Employees should report such misconduct to FEMA's Office of Professional Responsibility at: FEMA-Misconduct@fema.dhs.gov or 833-TELL-OPR (833-835-5677).

X. Additional Information

A. Review Cycle

FEMA Manual 403-21-0001, Remote Work will be reviewed, reissued, revised, or rescinded within four (4) years of the issue date.

B. Authorities

1. 5 U.S.C. § 6329c, Weather and Safety Leave.
2. 5 U.S.C. Ch. 81, Federal Employees' Compensation Act.
3. 5 U.S.C. § 552a, The Privacy Act of 1974.
4. 28 U.S.C. §§ 1346, 2671-2680, The Federal Tort Claims Act.
5. 29 U.S.C. § 701 et seq., The Rehabilitation Act of 1973 ("Rehabilitation Act"); and its implementing regulations, 29 C.F.R. § 1614.203.
6. 5 C.F.R. § 531.605, Determining an Employee's Official Worksite.
7. 5 C.F.R. §§ 630.1601-1607, Weather and Safety Leave.
8. 5 C.F.R. Part 2635, Standards of Ethical Conduct for Employees of the Executive Branch.
9. 5 U.S.C. § 5724, Travel and Transportation Expenses of Employees Transferred; Advancement of Funds; Reimbursement on Commuted Basis.

C. References

1. U.S. Department of Homeland Security, Compensation Guidance CG-2-2021, July 15, 2021.
2. Department of Labor Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation.
3. OPM Memo CPM-2021-17, "Additional Guidance on Post-Reentry Personnel Policies and Work Environment."

4. OMB/OPM/General Services Administration (GSA) memo M-21-25, "Integrating Planning for a Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment."
5. DHS Directive 123-05, Telework, February 11, 2015.
6. DHS Management Directive (MD) 11052.1, Safeguarding Sensitive but Unclassified (For Official Use Only) Information, January 6, 2005.
7. DHS Instruction 123-05-001, Telework Program, February 20, 2015.
8. FEMA Directive 109-2, Federal Emergency Management Privacy Program, May 16, 2013.
9. FEMA Directive 119-7 Rev. 3, Personal Property Asset Management Program, November 20, 2020.
10. FEMA Directive 123-27, Maintaining Agency Operations, October 26, 2016.
11. FEMA Directive 139-1, Mobility-1-1, April 2019.
12. FEMA Directive 141-1, FEMA Records Management Program, March 6, 2014.
13. FEMA Directive 139-1, Mobility-1-1, April 22, 2019.
14. FEMA Delegation of Authority 0106-1, Delegation of Authority to Regional Administrators, March 2, 2016.
15. FEMA Instruction 106-1-1, Scheduling of Work, September 30, 2021.
16. FEMA Instruction 119-7-1, FEMA Personal Property Asset Management Program, November 2020.
17. FEMA Manual 122-1-1, Travel Policy Manual, September 23, 2015.
18. FEMA Manual 123-6-1, Reasonable Accommodation Program, January 28, 2015.
19. FEMA Manual 123-9-1, Telework, September 30, 2021.
20. FEMA Manual 123-10-1, Absence and Leave, December 29, 2015.
21. FEMA Directive 302-095-01b, Continuity Programs, February 5, 2021.
22. FEMA Form FF-401-FY-21-102, Remote Work Application and Agreement.
23. FEMA Form 123-9-0-2, Employee Self-Certification Health and Safety Checklist.
24. FEMA Standard Operating Procedure 2500-001 Version 2, Permanent Change of Station, September 6, 2018.

D. Definitions

1. Alternative Work Schedules (AWS): Work schedules that differ from traditional fixed work schedules (e.g., eight hours per day, forty hours per

week)

2. Agency Worksite: The term used to identify the place where an employee would normally work absent a remote work agreement, and which becomes the employee's Official Duty Station if the Agency terminates the remote work agreement. The term "regular worksite," which is sometimes used in OPM regulations, is synonymous with "Agency Worksite." The Agency Worksite is not a remote worker's Official Duty Station for calculation of locality pay, travel allowances, or other purposes.
3. Continuity Plan: A plan containing procedures designed to ensure continuity of essential functions at FEMA under all emergency circumstances.
4. Devolution Emergency Response Group: Personnel stationed at a geographically dispersed location, other than the primary location, who are identified to continue performance of essential functions.
5. Duty Station: The city/town, county, and state in which the employee works. For most employees, this is the location of the employee's Official Worksite.
6. Emergency Relocation Group (ERG): Staff assigned to continue performance of essential functions at an alternate location in the event that their primary operating facility or facilities are impacted or incapacitated by an incident.
7. Executive-level manager: Any executive occupying the highest rank in a discreet organization listed on the [FEMA Organization Chart](#), including Associate Administrators, Regional Administrators, Assistant Administrators, Program Office Directors (such as the Directors of the Office of Professional Responsibility and the Office of Equal Rights), Chief Executive Officers (such as the Chief Information Officer, the Chief Administrative Officer, etc.), other Office Chiefs (such as the Office of External Affairs and the Office of Chief Counsel), and any Assistant Administrator or equivalent not listed in the FEMA Organization Chart.
8. Mobile Work: Work that is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to working in a single authorized Official Worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY).
9. Official Station: The area encompassing a 50-mile radius fixed around the traveler's Official Worksite where the position regularly performs his/her duties.
10. Official Worksite: The Official Worksite is the location of an employee's position of record where the employee regularly performs their duties. Certain location-based pay entitlements (such as locality payments, special rate supplements, and non-foreign area cost-of-living allowances) are based on the location of the employee's Official Worksite associated with the

employee's position of record. If the employee's work involves recurring travel or the employee's work location varies on a recurring basis (i.e., "mobile work"), the Official Worksite is the location where the work activities of the employee's position of record are based, as determined by the employing agency, subject to the requirement that the Official Worksite must be in the same locality pay area in which the employee regularly performs work.

11. Personally Identifiable Information (PII): Any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, legal permanent resident, visitor to the U.S., or employee or contractor to DHS. This information includes medical history, Social Security number, date and place of birth, mother's maiden name, biometric records, driver's license, and financial accounts. The fact that information about an individual is publicly available does not mean that the information is not PII.
12. Portable Work: Work normally performed at an employee's Official Worksite that can be performed with equal effectiveness at an alternate work location with respect to quality, quantity, timeliness, efficiency, customer service, and other aspects of the Agency's operational performance.
13. Program Office: An organization led by an executive-level manager. For the purposes of this manual, Regional Offices are considered Program Offices.
14. Reasonable Accommodation: An agreed or directed change in an employee's working conditions, equipment, environment, or practices to enable an individual with a disability to perform the essential functions of the position.
15. Remote Work: A voluntary work arrangement in which a position's incumbent employee works from an alternate worksite and physically reports less than two days per biweekly pay period to their Official Worksite, and typically has no regular and recurring requirements to physically report to their Official Worksite. In a remote work arrangement, the incumbent's alternate worksite is made their Official Worksite and their duty station is changed to reflect their new Official Worksite.
16. Remote Work Agreement: Term referring to a [FEMA Form FF-403-FY-22-112, Remote Work Application and Agreement](#) which is a written agreement of the terms and conditions of a remote work arrangement that is completed and signed by the participating employee, their supervisor, their Program Office Remote Work Approving Authority, and their Remote Work Coordinator.
17. Remote Work Approving Authority: An official at the grade of GS-15 or above who has written, delegated authority from the executive level manager to designate positions within a Program Office as suitable for remote work, approve or deny requests for remote work arrangements, and

to consider appeals of decisions terminating remote work agreements or denying the designation of positions or locations as suitable/eligible for remote work.

18. Remote Work Coordinators: FEMA employees who serve as a Program Office's advisor to employees and supervisors regarding remote work programs, collect remote work data for reports, and oversee implementation of FEMA remote work programs in their organizations, in accordance with applicable federal regulations, and with DHS and FEMA policies.
19. Remote Work Managing Officer: An official designated by the CCHCO and working in the OCCHCO who serves as the Agency's primary point-of-contact and advisor to Program Office RWCs, senior managers, and external organizations, including the U.S. Office of Personnel Management, the General Services Administration, and the Department of Homeland Security. The Remote Work Managing Officer provides guidance, interpretation, data analysis, training, and evaluation of the Agency's remote work program and policy.
20. Remote Work Program Manager: An official designated by the Remote Work Managing Officer and working in the OCCHCO who serves as the primary point of contact for Remote Work Coordinators and supports the Remote Work Managing Officer in day-to-day management of the FEMA remote work program.
21. Remote Worksite: The term used to identify a remote worker's Official Worksite. The Remote Worksite may be the employee's residence, a FEMA facility other than the Agency Worksite, or another eligible location. The Remote Worksite must be approved by the supervisor and, in the case of a FEMA facility other than the Agency Worksite, that facility's management.
22. Telework: A flexible work arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work. Telework employees are required to report to their Official Worksite at least two days per biweekly pay period. See [FEMA Manual 123-9-1, Telework](#).
23. Tour of Duty: The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.
24. Weather and Safety Leave: Leave granted without loss of or reduction in pay or to which an employee is otherwise entitled, or credit to an employee for time or service only if the employee is prevented from safely traveling to or performing work at an approved location due to: (1) an act of God; (2) a terrorist attack; or (3) another condition that prevents the employee from safely traveling to or performing work at an approved location that is outside the employee's control. Weather and Safety Leave is not "administrative leave" and does not count towards the annual administrative leave limits of

the Administrative Leave Act of 2016.

25. Worksite Determination Event: An event, such as weather event, a pandemic, other natural or human-caused disaster, a continuity event activation, an exercise, or an event that will cause the worksite to be closed or difficult to access.

E. Monitoring and Evaluation

FEMA will periodically review its remote work posture and policies to ensure that this manual gives FEMA the necessary latitude to meet its goals. This monitoring and evaluation process will inform future revisions of this manual.

The FEMA Remote Work Managing Officer(s) must track employee participation and provide usage data at the end of each calendar year for submission to the DHS Chief Human Capital Officer, OPM, and the FEMA Labor Management Partnership Council as required.

F. Questions

Please direct questions to the FEMA Human Capital Service Desk at FEMA-HC-ServiceDesk@FEMA.DHS.gov or phone 866-896-8003.

Appendix A: Portable Work Worksheet

FEMA PORTABLE WORK WORKSHEET

Instructions: This worksheet is intended to ensure that determination of a specific position's eligibility for remote work arrangements within FEMA are made consistently and equitably by estimating the annual number of duty hours required to execute the position's non-portable work (which must be performed at the Official/Agency Worksite), excluding deployments, other business travel and leave. A position is **eligible** (which is the first step towards approval) if 10% or less of its work is non-portable. The OPM standard for total work or duty hours in a calendar year is 2087. Therefore, the maximum number of annual non-portable work for a position to be eligible for remote work is 209. **Program Offices may set lower annual maximums for remote work eligibility, but not higher.** This Worksheet must be completed and submitted to the Program Office Remote Work Approving Authority (RWAA) as part of a Remote Work Justification as prescribed in FEMA Manual 403-21-0001, *Remote Work*. Please read through this worksheet in its entirety before completing it, and note that overtime and time spent in travel, deployment, or leave status are not factored into the totals.

Position Title and Series: _____

Position Type (PFT, IC-CORE, etc.): _____ Grade/Step or Grade Ladder: _____

Program Office: _____

Official Worksite/Duty Station: _____

Program Office Maximum Annual Non-Portable Work Hours: _____

- 1. Position Description (PD) Significant Functions:** List and describe in a narrative all significant functions or responsibilities identified of the position and whether they can be performed with equal or greater effectiveness from a Remote Worksite (**portable work**) or must be performed at the Official/Agency Worksite (**non-portable work**), estimate the total annual duty hours for each listed, and the totals:

Portable Work Functions:

Non-Portable Work Functions:

Total estimated annual duty hours of **portable** work in current PD: _____

Total estimated annual duty hours of **non-portable** work in current PD: _____

2. **Other (Omitted) Responsibilities:** List and describe in a narrative all significant functions or responsibilities omitted from the current PD (if any) and whether they can be performed with equal or greater effectiveness from a Remote Worksite (**portable work**) or must be performed at the Official Worksite (**non-portable work**), estimate the total annual duty hours for each listed, and the totals:

Portable Work Functions:

Non-Portable Work Functions:

Total estimated annual duty hours for **portable** work omitted in current PD: _____

Total estimated annual duty hours for **non-portable** work omitted in current PD: _____

3. **Required In-Person Team Interactions:** In a narrative format, explain how often the position needs to be physically present for workgroup or team interactions (e.g., in-person staff meetings or training, team “off-site” meetings, team building activities, etc.) that cannot be done with equal effectiveness remotely, the annual frequency and duration of those interactions, and the location(s) where those activities will take place (Official Worksite, MWEOC, NETC, etc.). *NOTE:* This information will be used to complete the Remote Work Cost Estimation Worksheet:

Total estimated number of required in-person team interactions: _____

Total estimated annual duty hours for required in-person team interactions: _____

4. **Totals:** The sum of all four work hours categories, above, must total 2087. If the sum of the non-portable work hours estimated for categories 1 and 2, above, is less than 209, the position is eligible for remote work arrangements.

Sum of 1-5, above (must equal 2087): _____

Total annual non-portable work for this position (sum from 1 and 2, above): _____

Is this position eligible for remote work in this Program Office? (check one)?

Yes

No

1st Line Supervisor Confirmation/Date: _____

2nd Line Supervisor Confirmation/Date: _____

RWAA Approval/Date: _____

Appendix B: Remote Work Cost Estimation Worksheet

FEMA REMOTE WORK COST ESTIMATION WORKSHEET

Part I. Position Data

Employee Full Name (if incumbent): _____ Program Office: _____

Position Title: _____ Series/Grade/Step or Grade Ladder: _____

Position's Supervisor (Name/Title): _____

Official Worksite/Agency Worksite (full address): _____

Program Office Cost Limit for Remote Work Approval (If Any): \$ _____

Part II. Type of Request

Incumbent Employee Request Vacancy Recruitment (Skip to Part VII.)

Part III. Requesting Employee (Incumbent) Data

Proposed Remote Worksite: _____
City or County, State

Part IV. Locality Pay Differential

- A. Is proposed Remote Worksite in the same locality pay area as Agency Worksite? Yes No
(If "Yes", skip to Part V.)
- B. Proposed Remote Worksite salary (with locality pay) (per [OPM Pay Tables](#)): \$ _____
- C. Current/Agency Worksite salary (with locality pay): \$ _____
- D. Annual Salary difference, higher (+) or lower (-): \$ _____

Part V. Transit Subsidy Savings

- A. Monthly Transit Subsidy Claimed? Yes No
(If "No", skip to Part VI.)
- B. Monthly Transit Subsidy Amount Claimed: \$ _____
- C. Annual Savings Amount $([V.B. \times 12] \times -1)$: \$ _____

Part VI. Additional Estimated Costs/Savings

Note: Items **MUST** be specifically justified/explained in PART X. Enter (+/-) for costs/savings.

- A. Travel costs/savings (+/-) based on changed proximity to customers, etc.: \$ _____
- B. Other, if applicable: \$ _____
- C. Other, if applicable: \$ _____
- D. Other, if applicable: \$ _____
- E. Other, if applicable: \$ _____
- F. Other, if applicable: \$ _____
- G. Total additional estimated costs/savings (Sum of A. through F.): \$ _____

Part VII. Essential Travel to Agency Worksite

A. **Incumbent employees only:** Is the proposed Remote Worksite within 50 miles of the Agency Worksite? (If "Yes", skip to Part VIII.)

Yes

No

B. Estimated average number of days for each trip to the Agency Worksite: _____

C. Estimated Meals and Incidental Expenses (M&IE) per trip:

1. M&IE allowance for Agency Worksite ([GSA Per Diem Lookup](#)) \$ _____

2. Total number of full and partial days of travel

i. Cost of first and last travel days (C.1 x 1.5): \$ _____

ii. Cost of all other ("full") travel days ([B.-2] x C.1.): \$ _____

3. Total estimated M&IE per trip (sum of C.2.i + C.2.ii): \$ _____

D. Estimated lodging cost per trip:

1. Lodging rate for Agency Worksite (per [GSA Per Diem Lookup](#))
Note: When rates change seasonally, use highest rate listed: \$ _____

2. Estimated daily lodging taxes for Agency Worksite: \$ _____

3. Total nights of travel (minimum 1 night per trip): _____

4. Total estimated lodging expense per trip ([D.1 + D.2] x D.3): \$ _____

E. **Incumbent employees only:** Estimated transportation costs from proposed Remote Worksite to Agency Worksite Common Carrier Transit Station per trip:

1. Common Carrier transportation (airline, train, bus, boat, etc.):
(Attach fare quote from National Travel -- 800-294-8283) \$ _____

2. Round trip ground transportation to/from Remote Worksite and common carrier transit station (parking, tolls, POV mileage; taxi/ride share, bus, light rail, etc.): \$ _____

3. Total estimated transportation expense per trip (E.1.+E.2.): \$ _____

F. Estimated round trip ground transportation to/from common carrier transit station and Agency Worksite (as applicable):

1. Rental car per trip (rate quote plus gas, parking, tolls, etc. -- attach rate quote from National Travel-- 800-294-8283): \$ _____

2. Ride hailing (taxi, ride share, etc.): \$ _____

3. Mass transit (bus, light rail/subway, ferry, etc.): \$ _____

4. Total estimated transportation expense per trip (F.1.+F.2.+ F.3.): \$ _____

G. Other estimated transportation costs while on travel at Agency Worksite location (as applicable):

1. Ride hailing (taxi, ride share, etc.): \$ _____

2. Mass transit (bus, light rail/subway, ferry, etc.): \$ _____

3. Total estimated transportation expense per trip (F.1.+F.2.): \$ _____

H. Estimated Additional Miscellaneous Expenses (as applicable):

1. Baggage fees: \$ _____

2. Laundry costs: \$ _____

3. Travel Management Center Fees (reservation fees; TA; voucher): \$ _____

- 4. Other Miscellaneous Expenses: _____ \$ _____
- 5. Total estimated miscellaneous cost per trip (sum of G.1.+ G.2.+ G.3. + G.4.): \$ _____
- I. Total estimated travel cost per trip to Agency Worksite (C.3.+D.4.+E.3.+F.4.+G.3.+H.5.): \$ _____
- J. Total estimated number of trips to Agency Worksite per year: _____
- K. Total estimated annual cost of essential travel to Agency Worksite (I. x J.): \$ _____

Part VIII. Essential Local Travel to Agency Worksite

- A. Round trip ground transportation to/from Remote Worksite and Agency Worksite (parking, tolls, POV mileage, taxi/ride share, bus, train, ferry, light rail, etc.): \$ _____
- B. Total estimated number of daily trips to Agency Worksite per year: _____
- C. Total estimated annual cost of essential local travel to Agency Worksite (A. x B.): \$ _____

Part IX. Total Estimated Annual Costs or Savings

- A. Total estimated total annual cost or savings (IV.D.+V.C.+VI.G.+VII.K. *or* VIII.C.): \$ _____

Part X. Explanation of Additional Estimated Costs or Savings

Explain/justify costs or savings estimated in Part VI. (please use Part XI. for additional space as needed):

Part XI. Supervisor's Confirmation of Accuracy

As the supervisor of record for this position, I confirm this worksheet accurately estimates the annual costs or savings of establishing remote work arrangements for this position.

Signature and Date

Title

Part XII. Additional Information

Appendix C: TEMPLATE Remote Work Justification Decision Memo for Recruitment



(Month/day/year)

MEMORANDUM FOR: RWAA's Name
Remote Work Approving Authority, Program Office

FROM: Sender's Name (first-line supervisor)
Title, Organization

SUBJECT: Request to Recruit (Position Title) as Remote Work
Suitable

Bottom Line Up Front: Summarize the request in no more than 3 sentences, including that a [FEMA Form FF-403-FY-22-111, Portable Work Worksheet](#) has been completed (and attached to this memo) that confirms the position is suitable for remote work arrangements under the criteria of this Program Office and will not have specific and assigned incident support or management responsibilities that would prevent the position from being recruited as remote work suitable.

Background and Justification: Answer each of these questions in a narrative format. If the answer to any question is "no" or "not applicable" say so explicitly in the narrative. The following questions must be answered for a remote work recruitment request:

1. Recruitment Specific Information:

- a) Has it proven difficult to recruit and/or retain qualified individuals for this position from within the commuting area of the position's current official duty station? (Yes/No) If "yes," explain to what degree/results of recent recruitments for similar positions:

- b) Is the position particularly well-suited for remote work (e.g., performance can be readily assessed remotely using throughput, accuracy, and customer service metrics)? Explain:
- c) Are there similarly situated positions currently within the Program Office doing similar work as the position being recruited? (Yes/No) If “yes,” explain if there are any of those currently working in remote work arrangements and the anticipated level of remote work requests from the incumbents in those positions and the impacts, if any, on the performance of the organization of establishing this position as remote work suitable:
- d) Will the Job Opportunity Announcement include any required scheduled work hours to minimize work schedule coordination issues if the position is filled by a remote worker in a different time zone? Explain why and how this will impact the performance of the position’s work unit either positively, negatively, or not at all:

2. Estimated Travel Expenses for the Remote Work Position:

- a) Does the position have annually recurring and necessary requirements to be physically present at a location other than the Remote Worksite for their remote work arrangement? (Yes/No) If “yes,” how often/on what schedule will the incumbent report, to where (e.g., the Agency Worksite, National Emergency Training Center, other location) and for what purpose? Explain:
- b) What is the estimated net travel cost as calculated in the attached [FEMA Form FF-403-FY-22-110, Remote Work Cost Estimation Worksheet](#) for the (Position Title), what were the planning assumptions used in the estimate, and how challenging (if at all) will it be for the organization to fund the estimated travel costs for the position’s non-portable work and/or other position requirements, above? Explain:
- c) Is the estimated travel expense associated with making this position remote justified in terms of sustained or improved organizational performance? Explain:

3. Other factors for Remote Work Approving Authority Consideration:

Request to Recruit (Position Title) as Remote Work Suitable, (Month/day/year)
Page 3

Recommendation is to approve the recruitment of (Position Title) as Remote Work Suitable:

Approve/date:

Disapprove/date:

Modify/date:

Requires Discussion/date:

cc: (Executive-Level Manager)
(Others, as appropriate)

Attachments:

Portable Work Worksheet for (Position Title)

Remote Work Cost Estimation Worksheet for (Position's Title)

Appendix D: TEMPLATE Remote Work Justification Decision Memo for Incumbent



(Month/day/year)

MEMORANDUM FOR: RWAA's Name
Remote Work Approving Authority, Program Office

FROM: Sender's Name (first line supervisor)
Title, Organization

SUBJECT: Request to Establish Remote Work Arrangements for
(Incumbent's Name and Position Title)

Bottom Line Up Front: Summarize the request in no more than 3 sentences, including that 1.) the incumbent is presumed to be eligible for remote work, 2.) that a [FEMA Form FF-403-FY-22-111, Portable Work Worksheet](#) has been completed (and attached to this memo) and that both the incumbent's position and Remote Worksite location meet the suitability/eligibility criteria for remote work arrangements within this Program Office, and 3.) what the estimated annual cost difference would be if remote work arrangements were established for the position as estimated on a [FEMA Form FF-403-FY-22-110, Remote Work Cost Estimation Worksheet](#) (also attached to this memo).

Background and Justification: Answer each of these questions within a narrative format. If the answer to any question is "no" or "not applicable" say so explicitly in the narrative. The following questions must be answered for a remote work request from an incumbent:

1. Position and Incumbent-Specific Information:

- a) Has it proven difficult to recruit and/or retain qualified individuals for this position from within the commuting area of the position's current official duty station? (Yes/No) If "yes," explain to what degree/provide results of recent recruitments for similar positions:

- b) Is the position particularly well-suited for remote work (e.g., performance can be readily assessed remotely using throughput, accuracy, and customer service metrics)? Explain:
- c) Are there similarly situated positions currently within the Program Office doing similar work as the position being recruited? (Yes/No) If “yes,” explain if there are any of those currently working in remote work arrangements and the anticipated level of remote work requests from the incumbents in those positions and the impacts, if any, on the performance of the Program Office of establishing remote work arrangements for this position:
- d) Where is the incumbent’s requested Remote Worksite and how will that impact the performance of the position’s work unit either positively, negatively, or not at all? Explain:

2. Estimated Additional Costs Resulting from Remote Work Arrangement:

- a) Does the position have annually recurring and necessary requirements to be physically present to meet with FEMA staff or customers/stakeholders at a location other than the Remote Worksite for their remote work arrangement? (Yes/No) If “yes,” how often/on what schedule will the incumbent report, and to where (e.g., the Agency Worksite, National Emergency Training Center, other location) and for what purpose? Explain:
- b) What is the estimated additional net cost as calculated in the attached [FEMA Form FF-403-FY-22-110, Remote Work Cost Estimation Worksheet](#) for (Incumbent’s Name) and how challenging (if at all) will it be for the Program Office to fund?
- c) Estimated additional costs for the position’s non-portable work and/or other position requirements, above? Explain:
- d) Is the estimated additional expense associated with making this position remote justified in terms of sustained or improved organizational performance? Explain:

3. Incident Management Responsibilities:

Does the incumbent have specific and assigned incident support or management responsibilities which require the incumbent to physically report to a FEMA Response Operation within a specific timeframe from notification ? (Yes/No) If “yes,” how will establishing remote work arrangements for this incumbent impact FEMA operational readiness and how would those impacts (if any) be mitigated? Explain:

4. Other Factors for Remote Work Approving Authority Consideration:

Request for Remote Work Arrangements for (Incumbent), (Month/day/year),
Page 4

Recommendation is to approve the request of (Incumbent) for remote work arrangements as proposed herein:

Approve/date:

Disapprove/date:

Modify/date:

Requires Discussion/date:

cc: (Executive-Level Manager)
(Others, as appropriate)

Attachments:

Portable Work Worksheet for (Position Title)

Remote Work Cost Estimation Worksheet for (Incumbent's Name)

Appendix E: Remote Work Application and Agreement

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

REMOTE WORK APPLICATION AND AGREEMENT

1. Check one of the following: <input type="checkbox"/> New Agreement <input type="checkbox"/> Change in Existing Agreement			
2. Employee Name	3. Organization	4. Position Title	5. Series and Grade
6. Supervisor (Name/Title)		7. Supervisor Phone Number (XXX-XXX-XXXX)	

Part I - Completion of this Agreement indicates that:

- The employee certifies that they are eligible for remote work arrangements and their Official Personnel Folder does not contain documentation of either:
 - An absence without leave for more than five days in a calendar year; or
 - A violation of Subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- The employee acknowledges that if they are determined to be ineligible for remote work after the enactment of this agreement:
 - Both they and FEMA have a legal obligation to cease working under the terms of this remote work agreement; and
 - If the employee is offered the choice of working from their Agency Worksite, they are ineligible for relocation reimbursement from FEMA.
- The employee's remote work arrangement begins on (mm/dd/yyyy): _____
- Employee volunteers to participate in the remote work program and to adhere to the applicable guidelines and policies. Agency concurs with employee participation and agrees to the applicable guidelines and policies.
- Employee's FEMA mobile phone number is: (____)____-_____
- Employee's Agency Worksite is: _____
Number, Street, City, State, Zip Code
- Employee's official duty station/Remote Worksite is (City, State): _____ for purposes such as pay, etc.
- The address of the employee's Remote Worksite is: _____
Number, Street, City, State, Zip Code
- The location within the Remote Worksite where the employee will work is: _____
- Employee's Remote Worksite internet service provider is: _____
- Is internet service active at Remote Worksite now? Yes No
If No, what is the scheduled date of activation? _____
- Employee certifies that their Remote Worksite is eligible for this remote work arrangement and is supported by sufficient and reliable (e.g., not telephone line dial-up) internet service to support their effective remote working using FEMA on-line collaborations tools.
- Employee understands requirements for a safe and healthy Remote Worksite and office space and that these requirements must be met.
- Employee understands that when remote working the employee is required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in their work group.
- The employee will regularly meet/speak with the supervisor to receive assignments and to review completed work as necessary or appropriate. The employee's job performance will be evaluated on criteria and milestones determined by the supervisor with input from the employee.
- Employee's Time and Attendance (WebTA) for all official duty time spent working from their Remote Worksite will be recorded as "Regular Base Pay." The supervisor and employee are responsible for ensuring the accuracy of time and attendance reported for the employee's work at the Remote Worksite. The supervisor agrees to certify biweekly the employee's Time and Attendance Daily Report for hours worked.
- Employee agrees to participate in surveys and data calls relative to the FEMA Remote Work Program, as requested.
- The employee must obtain supervisory approval before taking leave in accordance with established office procedures and FEMA's Absence and Leave policies. Use of sick leave, annual leave, or other leave credits must be approved in advance by the supervisor. Overtime must be approved in advance by the supervisor.

19. Employee will utilize Government-issued equipment for official business only and in accordance with applicable laws, regulations, policies, etc., as well as safeguard said equipment.
20. Employee is solely responsible for servicing and maintaining employee-owned equipment (e.g., internet modem, wireless router, etc.).
21. Employee is covered under the Federal Employees Compensation Act while performing official duties at their Remote Worksite. Any accident or injury which occurs at the Remote Worksite while performing official duties must be brought immediately to the attention of the supervisor.
22. Employee understands that remote work is not a substitute for dependent care (childcare or elder care) and that appropriate arrangements, including use of an alternate or flexible work schedule in accordance with FEMA's Scheduling of Work policies, must be made to accommodate children and adults who cannot care for themselves while employee performs their official duties at their Remote Worksite.
23. The employee understands that the Government will not be responsible for any operating costs that are associated with the use of the employee's residence as a Remote Worksite, including (but not limited to): home maintenance, insurance, reliable and adequate internet connectivity, or other utilities.
24. Employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with the provisions set forth in the Privacy Act of 1974, Public Act of 1974, Public Law 93-579, codified at Title 5, U.S.C., Section 55a.
25. The employee agrees to abide by the Department of Homeland Security and FEMA Standards of Ethical Conduct Standards while on official duty and working from their Remote Worksite.
26. The employee and supervisor will review and revise (as needed) this Remote Work Agreement on an annual basis.
27. The employee may request to terminate this remote work agreement with or without cause, at the employee's own expense, without adverse employment consequences, provided that the employee must be able to perform the essential functions of their position at their Official Worksite/former Agency Worksite.
28. The supervisor may terminate the remote work agreement for the convenience of the Agency with reasonable advance notice, generally 30 calendar days, and require the employee to resume working at their Official Worksite/former Agency Worksite or other FEMA facility, and will notify the employee if they are eligible for any relocation expense reimbursement.
29. Employee understands that the supervisor must terminate the remote work agreement if either the employee or their Remote Worksite become ineligible in violation of this remote work agreement, and that the employee will not be eligible for any relocation reimbursement if that occurs.
30. Reasons for termination of this remote work agreement will be documented by the supervisor and must not be for employee performance or misconduct, in accordance with FEMA policy.

Compliance with this Agreement

The employee's 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 with the provisions of this agreement may also result in appropriate disciplinary or adverse action against the employee.

Part II - Certification

By signing this agreement, the employee certifies that (s)he has read the terms of this agreement and agrees to follow the policies and procedures outlined in them as well as all other applicable regulations, policies, and procedures.

Employee's Signature

Title

Date

Part III - Approval/Disapproval

Your request to participate in the remote work program is: **Approved as written** **Approved with the following modification(s)**

Disapproved for the following reason(s):

- The employee's position is no longer suitable for remote work arrangements in this Program Office.
- The employee's proposed Remote Worksite does not meet prescribed acceptability standards. (State the specific deficiency issue(s), such as: safety, insufficient internet access, ability to access required materials, insufficient IT security, or non-work-related distractions and/or obligations.)
- Other (please specify in the comments section below):

Empty box for providing details or comments regarding disapproval.

_____	_____	_____
Supervisor's Signature	Title	Date
_____	_____	_____
Remote Work Approving Authority's Signature	Title	Date
_____	_____	_____
Remote Work Coordinator's Signature	Title	Date

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

ICE Directive 1059.1: Telework

Issue Date: February 16, 2022

Superseded: None

- 1. Purpose/Background.** This Directive establishes U.S. Immigration and Customs Enforcement's (ICE) policy and procedural requirements for telework.¹ Telework enhances ICE mission accomplishment by enabling eligible ICE employees to work from various locations without diminished employee performance or negative mission impact.
- 2. Policy.** It is ICE policy that telework be made available to eligible employees to the maximum extent possible, provided there is no negative impact to either mission accomplishment or employee performance. Positions should be considered for telework on a case-by-case basis and consistent with this Directive, DHS and Office of Personnel Management (OPM) guidance. Telework is not an employee right or entitlement, and approval is at the discretion of ICE management based on the specific needs of the organization. To facilitate proven efficiencies and in accordance with ICE's mission and strategic goals, all ICE Directorates and Program Offices must incorporate telework as part of their strategic operations to the greatest extent possible.

This policy does not govern remote work. Remote work is an alternative work arrangement that involves an employee performing their official duties at an approved alternative worksite away from an agency worksite, without regularly returning to the agency worksite during each pay period. ICE's Remote Work policy is addressed separately in ICE Directive 1060.1.

- 2.1. Effective Date.** This Directive is effective upon publication and applies to telework arrangements and agreements entered into after its effective date. Generally, telework arrangements and agreements in place prior to this Directive's effective date remain valid but will expire at the one-year anniversary of the arrangement/agreement, and any follow-on agreements shall comply with this Directive.
- 2.2. Applicability to bargaining unit employees.** Employees and supervisors of employees covered by a Collective Bargaining Agreement (CBA) should consult all relevant CBAs for additional information.² This Directive does not supersede existing CBA articles and must be used in conjunction with the agreements and procedures contained in applicable CBAs.

¹ This Directive applies to the Office of the Principal Legal Advisor (OPLA) to the extent it is not inconsistent with directives, policies, or formal guidance issued by the General Counsel of the Department of Homeland Security (DHS). DHS Delegation No. 0400.2, Delegation to the General Counsel (Sept. 14, 2004).

² ICE currently has two CBAs that may impact an employee's ability to conduct telework: ICE and AFGE Local 511, Professional Employees Agreement 2019 (arts. 15 and 17; apps. F–Employee Decision Period Work Schedule Request Form, H–Telework Program Agreement, and I–Telework Program Work Plan); Agreement 2000 Between U.S. Immigration and Naturalization Service and National Immigration and Naturalization Service Council, AFGE Council 118 (Agreement 2000).

- 2.3. Supplemental Direction.** Directorates, Program Offices, and Field Offices may establish policies, guidelines, and procedures (subject to CBA obligations) to supplement this Directive. All guidance or procedures must be developed in consultation with the Office of Human Capital (OHC)–Human Capital Policy Unit and the Office of Regulatory Affairs and Policy (ORAP).
- 2.4. Continuity of Operations.** During any period where ICE is operating under a continuity of operations or emergency plan, including, but not limited to, a pandemic, terrorist or cyber-attack, the requirements of the plan may supersede this Directive and employees’ existing telework agreements.
- 3. Definitions.** The following definitions apply for purposes of this Directive only.
- 3.1. Agency Worksite.** The official Federal agency location where work activities are based, generally considered a centralized location of an employee’s assigned organization. The term regular worksite is also used to describe agency worksite.³ Generally, this is the location where non-telework employees work.
- 3.2. Alternative Worksite.** Generally, an employee’s approved telework site, which is listed as the place where the employee performs official duties away from the agency worksite under a telework agreement. An alternative worksite can be the employee’s residence, an Approved Telework Center, or another approved location.
- 3.3. Alternative Worksite Inspection.** A site inspection of the alternative worksite by the employee or a designated ICE representative. An alternative worksite inspection is primarily conducted to ensure that the worksite meets acceptable safety standards. An inspection may also evaluate maintenance and storage of government-furnished equipment (GFE), safeguards for data security, and other specifications or requirements in this or other applicable directives.
- 3.4. Approved Telework Center.** A General Services Administration or ICE approved facility established by state, local or county governments or private sector organizations for use by teleworkers. Telework centers are alternative worksites that typically house either rented or leased workstations and provide a professional atmosphere conducive to effective job performance.
- 3.5. Eligible Employee.** An employee in a position with tasks identified by the employee’s supervisor or manager and, where required, the appropriate Headquarters or Field Responsible Official, as being suitable for telework in accordance with this Directive. Eligible employees must also meet performance and conduct requirements as required by law and policy.
- 3.6. Employee.** An individual as defined by 5 U.S.C. § 2105.

³ See 5 C.F.R. 531.605(d).

- 3.7. Field Responsible Official (FRO).** The highest-ranking official in any ICE field location. This includes Special Agents in Charge, Field Office Directors, Chief Counsel, ICE Attachés, and any other officials who have been designated in writing by the Director.
- 3.8. Headquarters Responsible Officials (HROs).** Executive Associate Directors (EADs) of Enforcement and Removal Operations (ERO), Homeland Security Investigations (HSI), and Management and Administration (M&A); the Associate Director of the Office of Professional Responsibility (OPR); the Principal Legal Advisor; and the Assistant Directors, Officers, or equivalent positions who report directly to the ICE Director, Deputy Director, or Chief of Staff.
- 3.9. Misconduct.** On-duty or off-duty behavior by an employee that violates ICE Policy No. 1033.1, Employee Code of Conduct (Aug. 7, 2012) or other applicable statutes, regulations, and policies. Such misconduct may result in the agency taking a conduct action (e.g., disciplinary or adverse) pursuant to ICE Directive 30012.2, Disciplinary and Adverse Action (Dec. 3, 2019), or as amended.
- 3.10. Official Worksite.** As determined by management, the location of an employee’s position of record where the employee regularly performs his or her duties. For employees covered by a telework agreement under this Directive, the official worksite and agency worksite are the same.⁴
- 3.11. Telework.** A work flexibility arrangement under which an employee, under a written agreement, is scheduled to perform their work at an alternative worksite other than the location from which the employee would otherwise work. There are two categories of telework:
- 1) **Routine Telework.** The employee teleworks on a routine, regular, and recurring basis one or more days per week. A schedule for routine telework is delineated in the written telework agreement that establishes normal telework frequency based on an agreed upon day or days during a bi-weekly pay period; the agreement should also specify the hours to be worked during telework days. It is ICE policy that individuals engaged in routine telework must be scheduled to report to their official worksite a minimum of two days each biweekly pay period under their written Telework Application and Agreement.
 - 2) **Episodic or Situational Telework.** The employee teleworks on an occasional, non-routine, intermittent, or irregular basis as the need arises. Situational or episodic telework is approved on a case-by-case basis and the hours worked are not part of a previously approved, ongoing, and regular telework schedule. An authorization to perform situational or episodic telework does not negate compliance with all the telework application procedures, including executing an agreement prior to teleworking. Under extenuating circumstances, such agreements can be executed

⁴ For employees on a telework or remote work agreement whose work involves regular travel or whose work location varies on a daily basis, additional rules at 5 C.F.R. § 531.605(d)(1)-(4) apply. For these employees, ICE must determine and designate the official worksite for pay purposes on a case-by-case basis.

within a reasonable period of time after teleworking commences. Episodic or situational telework for continuity of essential government functions across a wide range of emergencies and events may be executed in accordance with applicable laws, policies, and procedures.

- 3.12. Telework Agreement.** An agreement between an ICE employee and management that outlines the terms and conditions of the telework arrangement, and establishes specific details regarding the arrangement, including the address of the alternative worksite, and schedule. Typically, telework agreements are documented on a Telework Application and Agreement (Attachment 1) or CBA-required appendix form(s), but in exigent circumstances (e.g., injury) documentation may be delayed for a short period to minimize work disruptions.
- 3.13. Telework Application.** An employee's request to participate in telework. The request is normally documented on a Telework Application and Agreement (Attachment 1). An employee may request telework informally (by phone, text, or email) when circumstances hinder formal application. However, the request, along with management's decision, must be formally documented on a Telework Application and Agreement as soon as possible.
- 3.14. Program Telework Coordinator.** Telework Coordinators compile telework data for their area of responsibility; assist with development of Directorate, Program, or Field Office-specific procedures; and review training records to ensure compliance.
- 3.15. Telework Data.** A summary of information provided by agencies on the status of their telework programs.
- 3.16. ICE Telework Managing Officer.** The ICE primary point of contact with the Department of Homeland Security (DHS) and office of Personnel Management (OPM) on telework matters.
- 3.17. Teleworker.** An employee (permanent, temporary, full-time, or part-time) who teleworks (routine, or episodic or situational) at an alternative worksite (residence, Approved Telework Center, or another approved worksite) pursuant to a written Telework Application and Agreement.

4. Responsibilities.

4.1. HROs are responsible for:

- 1) Ensuring compliance with the terms of this Directive within their Directorate or Program Office;
- 2) Approving, or designating management officials to approve, positions under their purview as eligible for telework;
- 3) Designating Program Telework Coordinators and points of contact; and

- 4) In consultation with OHC and ORAP, establishing detailed Directorate or Program Office-specific procedures for telework implementation that are consistent with this Directive, as necessary and appropriate.

4.2. FROs are responsible for:

- 1) Ensuring compliance with this Directive in their field location;
- 2) Approving, or designating management officials to approve, positions under their purview as eligible for telework;
- 3) Designating Program Telework Coordinators and points of contact; and
- 4) Implementing any additional Directorate or Program Office-specific procedures or guidance for their particular field office.

4.3. The ICE Chief Human Capital Officer (CHCO), or their designee, is responsible for:

- 1) Ensuring ICE telework practices conform with applicable law, rule, regulations, and any relevant OPM, DHS, and ICE policies;
- 2) In coordination with OPLA, providing and interpreting applicable statutes, regulations, policies, and standards for managing the Telework Program;
- 3) Providing ICE officials with advice, technical assistance, and consultative services for teleworking issues;
- 4) Preparing, maintaining, and reporting any telework data necessary for the Telework Program to the DHS CHCO on an annual or as-required basis; and
- 5) Designating an ICE Telework Managing Officer (TMO) to administer and oversee implementation of the Telework Program at ICE.

4.4. The ICE Chief Information Officer, or their designee, is responsible for:

- 1) Issuing and maintaining information technology (IT) policies and minimum implementation standards for remote access security, which includes access to IT systems required for networks. These policies and minimum implementation standards must outline responsibilities of teleworkers to enable an effective working environment for the teleworker and the protection of ICE systems from undue risk;
- 2) Assisting Directorates and Program Offices with the purchase of government IT equipment as needed, including notebook or desktop computers, telephones, printers, and scanners;

- 3) Establishing security controls that must be set out in written telework agreements which outline the terms and conditions of the telework arrangement;
- 4) Providing installation, configuration, and repair services for government IT equipment to the Directorates and Program Offices to ensure effective and secure operations at alternative worksites. Such services will be performed only at an ICE facility;
- 5) Providing a means for remote users to update equipment to remain aligned with ICE images; and
- 6) Providing a means to recover equipment for periodic replacement and reassignment.

4.5. The ICE TMO within the OHC is responsible for:

- 1) Assisting with the management of Telework Program consistent with applicable law and OPM, DHS, and ICE policies;
- 2) Providing ICE officials with advice, technical assistance, and consultative services for teleworking issues;
- 3) Coordinating ICE-wide communications and outreach efforts with respect to the Telework Program;
- 4) Acting as consultant to the Program Telework Coordinators; and
- 5) Obtaining, consolidating, maintaining, and preparing any telework data necessary for the Telework Program from the Program Telework Coordinators on an annual or an as-required basis and providing the same to the ICE CHCO.

4.6. Program Telework Coordinators, through the established chain of command, are responsible for:

- 1) Conducting Directorate, Program, or Field Office telework training;
- 2) Acting as a focal point for all telework related matters within each ICE Directorate, Program Office, or Field Office, and coordinating with the ICE TMO;
- 3) Maintaining telework records and reports and up-loading agreements to the designated share point site for their respective ICE office; and
- 4) Obtaining, consolidating, and preparing any telework data for reporting to the ICE TMO on an annual or an as-required basis; reports are subject to supervisory review and approval.

4.7. Supervisors and Managers, as designated, are responsible for:

- 1) Determining whether positions or the employees filling them are eligible for telework;
- 2) Understanding the Agency's emergency plans and ensuring that the use of telework is planned for and utilized in the case of such an event to ensure continuity of operations;
- 3) Advising HROs/FROs on telework-ready positions;
- 4) Reviewing each employee's request for telework participation promptly, ensuring the requesting employee has completed the required training, and properly recording all decisions made;
- 5) Completing all applicable supervisory required trainings and surveys on telework;
- 6) Approving, disapproving, modifying, or terminating employees' participation in telework;
- 7) Conducting alternative worksite inspections (virtually or in-person), as appropriate;
- 8) Promptly complying with the Federal Employees' Compensation Act in case of an injury or occupational disease occurring at the employee's alternative worksite;
- 9) Certifying the accuracy of employees' time and attendance;
- 10) Maintaining and reporting telework-related data and records to the Program Telework Coordinator and the ICE TMO as applicable, on an annual or an as required basis; and
- 11) Identifying teleworkers who are designated "emergency employees" or "mission critical" emergency employees and ensuring that designation appears in the employee's telework agreement.

4.8. Employees are responsible for:

- 1) Completing a telework application and alternative worksite checklist in accordance with this Directive;
- 2) Completing all required ICE telework training prior to teleworking (except in the event of an unexpected work disruption);
- 3) Completing all work as assigned and in line with applicable performance standards;
- 4) Accurately coding and validating their time and attendance record to reflect telework;
- 5) Maintaining a work area that is suitable and safe for performance of official duties

- and acknowledging that the Government will not be responsible for operating costs (e.g., home maintenance, insurance, or utilities, internet service provider fees, office space, office furniture). Office supplies may be provided by the employees work unit, if practicable;
- 6) Allowing inspections of the alternative worksite;
 - 7) Promptly notifying their supervisor when events arise while teleworking that make them unable to perform their duties (e.g., internet or power outages, computer issues, etc.);
 - 8) Immediately reporting to their supervisor an injury or occupational disease occurring at the employee's alternative worksite;
 - 9) Securing supervisory approval prior to taking PII and sensitive non-classified data to an alternative worksite and taking precautions to protect this information from unauthorized disclosure; and
 - 10) Obtaining approval from their supervisor prior to changing the location of their alternative worksite. If approved, the employee's telework agreement must be updated to reflect the new alternative worksite location.

5. Procedures/Requirements.

5.1. Access to Telework. Participation in a telework arrangement is not an employee entitlement or right. However, all ICE employees occupying telework eligible positions, as determined by their supervisor or manager, may be permitted to telework to the extent suitable work is available and they are able to meet all requirements of this Directive and applicable law or regulation. Ultimately, managers and supervisors must ensure that telework does not diminish employee performance or agency operations. While telework participation is encouraged for all telework-eligible employees, ICE may place reasonable limitations on an employee's ability to telework at a given time due to a demonstrable operational need. Limitations on telework shall not be arbitrary or capricious. Employee participation in telework is voluntary. However, during a Continuity of Operations Plan⁵ (COOP) activation, pandemic health crisis, or other declared emergency, employees may be required to telework or not be permitted to telework, as necessary and appropriate.

5.2. Telework Eligibility. Telework eligibility shall be determined by a supervisor or manager and must be primarily based upon an employee's position including whether the employee has work that is conducive with telework. In addition, the decision as to whether an employee is eligible for telework and to what extent will be based on the following:

- 1) Supervisors and management, with input from the employee, must determine how

⁵ When ICE is operating under a COOP, that Plan supersedes this Directive.

much of an employee's work is compatible with telework and set a telework schedule that fully supports work that must be accomplished at the agency worksite;

- 2) An employee may not be deemed eligible to telework under any circumstances when:
 - a) They have been officially disciplined for being absent without permission for more than five days in any calendar year; or
 - b) They have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer while performing official Federal Government duties;⁶
- 3) In order to be and remain eligible for telework, an employee's performance or agency operations must not be diminished while teleworking. An employee may not be authorized to telework if the performance of that employee does not comply with the terms of the written Telework Application and Agreement between the agency manager and that employee. The employee's most recent performance appraisal must be at least "Achieved Expectations" (or equivalent, depending on the rating system) or greater for all critical elements. If the employee does not meet this performance standard, the supervisor or manager should modify or terminate the telework agreement in addition to pursuing any other appropriate performance-based actions. Second-line supervisors may authorize use of an alternative measure outside of the most recent performance appraisal to assess the employee's ability to perform at the "Achieved Expectations," or equivalent level, where the last performance appraisal is not representative of the employee's current performance. Newly hired employees' performance is presumed to meet requirements for telework eligibility until a supervisor or manager has had sufficient opportunity to assess the employee's performance; and
- 4) All employees' telework agreements must include scheduled work at the agency worksite for at least two days each biweekly pay period.⁷

5.3. Documentation. Telework applications and approval, modification, or revocation decisions must be fully documented.

⁶ 5 U.S.C. § 6502(a)(2)(A)-(B) (2016).

⁷ In certain temporary situations outside an employee's control, such as an extended office closure or other operating status announcement, or where an evacuation has been issued, a teleworker may be precluded from returning to an agency worksite. In such cases, an employee may be permitted by their supervisor or manager to continue to telework from their alternative worksite and will not be required to return to the agency worksite at least two days per pay period. Such an arrangement may also be permitted where the employee is temporarily recovering from an injury or other medical condition but is expected to return to a normal telework schedule upon recovery. In all cases, such exceptions are intended to only apply where relevant events are expected to occur for a limited time and the employee is expected to return to a normal telework schedule (including appearing at the agency worksite at least twice each pay period) in the near future. The bi-weekly pay period attendance requirement applies to all teleworking employees, unless otherwise amended by an agency-granted reasonable accommodation.

- 1) ICE employees wishing to begin telework must provide a telework application and any other required documentation to their supervisor or manager as directed or according to any Employee Decision Period established by a CBA.
- 2) Supervisors or managers are required to document all decisions made regarding employee requests for telework.
- 3) Employees approved to telework must enter into a written telework agreement. The agreement must include all provisions required by law and applicable policy. Additionally, the agreement must include the following, as applicable to the particular employee at issue:
 - a) The term of the agreement;⁸
 - b) The type of telework specified by the agreement (e.g., routine and/or episodic/situational);
 - c) The employee's work schedule;
 - d) The employee's approved telework location(s); and
 - e) Any specific requirements or expectations beyond those required by law or this Directive.

5.4. Expectations. In all situations, the supervisor and teleworker must discuss and clearly understand that it is the employee's responsibility to be responsive to work requirements as if the employee was reporting to an ICE worksite. In addition, all work products and responses to management, customers, and stakeholders must align with quality and timeliness expectations.

- 1) Teleworkers are expected to perform as if they were working at a traditional worksite. Their performance should be managed in accordance with the expectations in the Performance Work Plan and should not differ whether the work is done while teleworking or not. Before signing a telework agreement, the supervisor and employee must have a discussion regarding expectations (communications, work hours, customer service, etc.) for the telework arrangement.
- 2) An employee with a decline in performance may be subject to modification or revocation of the telework agreement. The supervisor or manager will engage with the employee to discuss performance, as well as areas of improvement, prior to modifying or revoking the telework agreement.

⁸ This should generally be a one-year renewable term; however, shorter terms may be appropriate where telework situations may need to be revised more frequently or where required by CBA.

- 3) An employee with an approved telework agreement, whether routine or episodic/situational, is required to report to an agency or other alternative (e.g., the location of agency training) worksite when directed or required in order to carry out responsibilities, attend meetings or training, obtain equipment or IT support, or when otherwise necessary, regardless of whether or not the employee was scheduled to telework on a particular day.

5.5. Restrictions.

- 1) Employees must continue to adhere to DHS and ICE standards of conduct and policies while working at the alternative worksite and using GFE. Unless otherwise specifically addressed herein, all conditions of federal employment, performance of assigned duties, adherence to applicable policies, participation in required training, and satisfaction of standards of conduct apply. Alleged or apparent breaches thereof may subject an employee to formal management review, investigation and, if required, appropriate disciplinary or adverse actions.
- 2) This Directive does not apply to telework outside the U.S. and its territories (overseas). Individuals may not telework temporarily from an overseas location under the provisions of this Directive. U.S. Department of State and OPM guidance governs overseas telework. An agency Domestic Employee Teleworking Overseas (DETO) policy must be in place and a DETO arrangement entered into between the agency and the employee before overseas telework can occur.⁹ ICE employees cannot telework from overseas without an approved DETO agreement.

5.6. Dependent Care.

- 1) Telework employees are expected to have arrangements for dependent care during the workday.
- 2) Telework cannot be used as an alternative for the employee to be the sole source of dependent care (child/elder or dependent). If dependent care arrangements are co-located at the alternative worksite, such as the employee's home, the employee must notify their supervisor or manager as soon as possible if significant work disruption or an emergency occurs and requests appropriate leave to perform dependent care responsibilities.
- 3) Telework may be used in conjunction with alternative work schedules, Family and Medical Leave Act guidelines, and annual leave to allow time for dependent care responsibilities, as long as the employee is not the sole provider of dependent care throughout the workday when they are not on approved leave.

5.7. Dismissal and Closure. Teleworkers are required to telework during any Federal

⁹ U.S. Office of Pers. Mgmt., Overseas Telework, <https://www.telework.gov/guidance-legislation/telework-guidance/overseas-telework/> (last visited Jan. 18, 2022); U.S. Dept. of State, 6 FAH-5 H-352.12, Domestic Employees Teleworking Overseas (DETOs) (2016).

office/worksites closures, delayed arrivals, and early dismissals due to weather or other impacts to the agency worksite, regardless of whether or not they were scheduled to telework or report to the worksite that day. This requirement applies to all employees with an approved telework agreement, whether routine or episodic/situational.

Teleworkers should notify their supervisor when weather or emergencies occur that affect their alternative worksite to request leave, other absence options, or worksite relocation, etc. Employees must be aware of the expectation that they will work when their agency worksite is closed, as long as their alternative worksite is not affected. Employees with an approved telework agreement are generally not eligible to receive Weather and Safety Leave. If weather or another emergency affects their alternative worksite and telework readiness, they should immediately contact their supervisor for guidance.

5.8. Worksite Suitability. The employee is expected to create a dedicated work environment at their alternative worksite that is free from interruptions and provides reasonable security and protection, to include, at a minimum, a telephone, workspace suitable to perform the work, high-speed Internet that is reliable and secure, adequate lighting, proper seating, and appropriate ventilation.

- 1) The employee must evaluate their proposed alternative worksite using the Alternative Worksite Checklist (Attachment 2).
- 2) A supervisor or, if the supervisor is unavailable, another management representative, may inspect an employee's alternative worksite for compliance with checklist requirements if there is reason to suspect the worksite is unsuitable. This inspection may be conducted virtually with the assistance of the employee.
 - a) The inspector may bring a witness with them to the inspection, with the approval of the employee, but a witness is not required.
 - b) The supervisor or manager will provide at least three workdays' advance notice and coordinate appropriate arrangements for inspection with the employee.
 - c) The supervisor or manager will document the reason for the inspection and their findings, including a copy of the Alternative Worksite Checklist.
 - d) Employees are expected to remedy any deficiencies identified by a self or management inspection. A supervisor may deny a telework request or rescind an existing telework agreement, if an employee cannot or will not correct alternative worksite deficiencies identified by inspection.
 - e) The employee may rectify deficiencies, after which point the supervisor or manager may approve (or decide not to rescind) the Telework Application and Agreement upon re-inspection or validation of proof provided by the employee.

- 3) If during inspection an employee with an existing telework agreement is found to be in violation of physical or information security requirements of this Directive, the supervisor may immediately terminate the telework agreement.

5.9. Termination/Modification of Telework Agreement. Any termination or modification of a telework agreement must be done in writing (email documentation is acceptable). Such a decision must be in accordance with relevant law and this Directive.

- 1) A telework agreement will be terminated immediately:
 - a) Upon the employee's entry on duty to a new position within ICE, or reassignment to a similar position in a different office, division, or work group within ICE;
 - b) If the employee has been officially disciplined for being absent without permission for more than five days in any calendar year;
 - c) If the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties;
 - d) If telework continues to diminish employee or agency performance, even after attempts to mitigate such diminishment have been attempted; or
 - e) If an employee does not comply with the terms of the written Telework Application and Agreement.
- 2) When a telework agreement is being terminated for performance reasons, misconduct, or violation of the terms of the agreement, before a supervisor or manager officially terminates or limits an employee's ability to telework, the employee will be given written notice of any performance deficiencies, articulable misconduct, or telework agreement violations related to the proposed termination of the agreement and be given a reasonable opportunity to modify or remediate the issue(s), unless the deficient performance or misconduct presents immediate risk to the health, safety, or welfare of ICE employees or government interests.
- 3) When a telework agreement is being terminated or modified for mission-related reasons (e.g., an employee's telework arrangement must be modified to ensure mission needs are met), the employee will be given reasonable notice of the modification to allow for changes to personal arrangements to be put in place prior to telework being terminated.
- 4) An employee may make reasonable requests to modify or terminate a telework agreement at any time and in accordance with CBA requirements, as applicable.

5.10. Government Furnished Equipment and Materials

- 1) Using GFE for telework is subject to the IT policies of ICE. No individual (including family, friends, house guests, tenants, etc.) other than the employee performing telework is authorized to use GFE. If the teleworking employee needs additional or specialized IT equipment, the employee should make a request for such equipment through their supervisor. If management determines the additional equipment is needed for the employee to effectively carry out his or her responsibilities, the Directorate or Program Office may be required to fund the equipment.
- 2) The Government is responsible for maintenance of all GFE. Employees will be required to bring or send GFE into an agency worksite for maintenance as directed.
- 3) All files, records, papers, and electronic materials created or worked on while teleworking are the property of the U.S. Government and must be returned upon request. Employees must take appropriate precautions to protect government files, records, and paper and electronic materials. Precautions should include locking file cabinets, safes, encrypted media, and doors, among other precautions.

5.11. Protecting Sensitive Information.

- 1) Teleworkers must have written approval from a supervisor to remove sensitive information from agency worksites for access at an approved alternative worksite.
- 2) Teleworkers with access to records subject to the Privacy Act from an alternative worksite must demonstrate appropriate administrative, technical, and physical safeguards are available to ensure the security and confidentiality of the records.
- 3) Employees may not physically or electronically access classified material from alternative worksite locations. Where an employee needs to review or access classified material, he or she must do so at an ICE-approved Sensitive Compartmented Information Facility.

5.12. Reports. The TMO, Telework Coordinators, supervisors and managers must all ensure that ICE data is accurately collected and reported to OPM.

- 1) The ICE TMO, in coordination with Program Telework Coordinators, will obtain, consolidate, and maintain any telework data or reports necessary for the Telework Program from the Program Telework Coordinators on an annual or an as-required basis and provide such information to OPM as directed by the DHS CHCO.
- 2) Program Telework Coordinators obtain, consolidate, and prepare any telework data for reporting to the ICE TMO on an annual or an as-required basis.

- 3) Supervisors and managers will maintain, and report telework-related data and records (participant data, productivity data, telework requests, telework agreements, etc.) to the Program Telework Coordinator, as applicable, on an annual or an as-required basis. Telework agreements effected as part of a reasonable accommodation are also reportable to the ICE Office of Diversity and Civil Rights.

5.13. Liability and Worker’s Compensation. Employees who are teleworking are covered under the Federal Tort Claims Act¹⁰ and the Federal Employees’ Compensation Act.¹¹ As with injuries that occur in the traditional office/worksite setting, for injuries that occur during telework arrangements, supervisors may only attest to what they reasonably know. In all situations, employees are responsible for informing their immediate supervisor of an injury at the earliest time possible.

5.14. 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 must report any reduction in use of transit as a result of telework to enable adjustment of the subsidy. Other than what may be available through the Transit Subsidy Program, teleworkers are responsible for their commuting expenses to/from an ICE worksite when required or directed to report to the ICE worksite, regardless of whether or not the employee was scheduled to telework.

6. Recordkeeping. All relevant documents produced or provided in accordance with this Directive must be maintained in accordance with a National Archives and Records Administration (NARA) General Records Schedule (GRS) or a NARA-approved agency-specific records control schedule. If the records are not subject to a records schedule, they must be maintained indefinitely by the agency until an approved records schedule is in place. In the event the records are subject to a litigation hold, they may not be disposed of under a records schedule until further notification. Further, all video and audio produced in accordance with the BWC pilot must be maintained in accordance with a NARA-approved agency-specific records control schedule.

7. Authorities/References.

- 7.1. Telework Enhancement Act of 2010, Pub. L. No. 111-292, 124 Stat. 3165 (Dec. 9, 2010) (codified as amended at 5 U.S.C. § 5711; §§ 6501-6506).
- 7.2. 5 U.S.C. § 5304 (2009).
- 7.3. 5 U.S.C. Ch. 43, Performance Appraisal.
- 7.4. 5 U.S.C. Ch. 81, Compensation for Work Injuries.
- 7.5. 28 U.S.C. § 2672 (1990).

¹⁰ 28 U.S.C. § 2672 (1990).

¹¹ 5 U.S.C. Ch. 81, Compensation for Work Injuries.

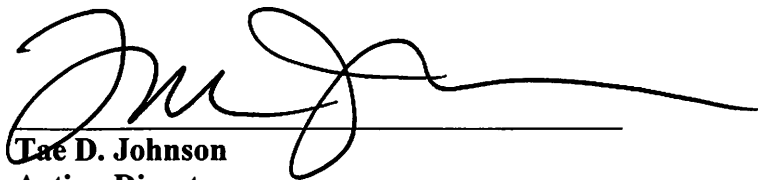
- 7.6. 5 C.F.R. § 531.605(d) (2022).
- 7.7. 5 C.F.R. Chs. 300-304, Federal Travel Regulation System.
- 7.8. DHS Directive No. 123-05, Revision 01, Telework Directive (Feb. 11, 2015).
- 7.9. DHS Instruction No. 123-05-001, Revision 00, Telework Program (Feb. 2, 2015).
- 7.10. ICE Directive 30012.2, Disciplinary and Adverse Action (Dec. 3, 2019).
- 7.11. ICE Policy No. 1033.1, Employee Code of Conduct (Aug. 7, 2012).
- 7.12. U.S. Office of Pers. Mgmt., 2021 OPM Guide to Telework and Remote Work in the Federal Government (Nov. 2021).
- 7.13. U.S. Office of Pers. Mgmt., Overseas Telework, <https://www.telework.gov/guidance-legislation/telework-guidance/overseas-telework/> (last visited Jan. 18, 2022).
- 7.14. U.S. Dept of State, 6 FAH-5 H-352.12 Domestic Employees Teleworking Overseas (DETOs) (2016).

8. Attachments.

8.1. Telework Application and Agreement.

8.2. Alternative Worksite Checklist.

9. **No Private Right.** This document provides only internal ICE policy guidance, which may be modified, rescinded, or superseded at any time without notice. It is not intended to, does not, and may not be relied upon to create any right or benefit, substantive or procedural, enforceable at law by any party in any administrative, civil, or criminal matter. Likewise, no limitations are placed by this guidance on the otherwise lawful enforcement or litigative prerogatives of ICE.



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U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

ICE Directive 1060.1: Remote Work

Issue Date: February 16, 2022

Superseded: None

1. **Purpose/Background.** This Directive establishes U.S. Immigration and Customs Enforcement's (ICE) policy and procedural requirements for remote work.¹ Remote work is an alternative work arrangement that involves an employee performing their official duties at an approved alternative worksite away from an agency worksite, without regularly returning to the agency worksite during each pay period.
2. **Policy.** It is ICE policy that remote work may be made available to eligible employees occupying qualified positions where it is in the best interest of the agency, and there is no negative impact on mission accomplishment. Positions should be considered for remote work on a case-by-case basis and consistent with this Directive, DHS and Office of Personnel Management (OPM) guidance. Remote work is not an employee right or entitlement, and approval is at the discretion of ICE management based on the specific needs of the organization. Remote work, like traditional telework, is primarily a flexible work arrangement established to facilitate the accomplishment of work; but it involves more complex considerations. Remote work enables employees to work at an approved location (for example, the employee's residence) either within or outside of the local commuting area of an ICE agency worksite without a requirement to work at the agency worksite on a regular and recurring basis. Employees may work remotely from any agreed upon location in all 50 states, the District of Columbia, Puerto Rico, and all other U.S. Territories and tribal areas. ICE Directorates and Program Offices may develop specific guidance in accordance with this Directive and subject to collective bargaining obligations, which may include a determination of which positions will be eligible for remote work.

This policy only governs Remote Work; for ICE policy regarding Telework, please refer to ICE Directive 1059.1.

- 2.1. **Effective Date.** This Directive is effective upon publication and applies to remote work arrangements and agreements entered into after the effective date. Generally, remote work agreements in place prior to this Directive's effective date remain valid for the duration of their term.
- 2.2. **Applicability to bargaining unit employees.** Employees and supervisors of employees covered by a Collective Bargaining Agreement (CBA) should consult all relevant CBAs for

¹ This Directive applies to the Office of the Principal Legal Advisor (OPLA) to the extent it is not inconsistent with directives, policies, or formal guidance issued by the General Counsel of the Department of Homeland Security (DHS). DHS Delegation No. 0400.2, Delegation to the General Counsel (Sept. 14, 2004).

additional information.² This Directive does not supersede existing CBA articles and must be used in conjunction with the agreements and procedures contained in applicable CBAs.

- 2.3. Supplemental Direction.** Directorates, Program Offices, and Field Offices may establish policies, guidelines, and procedures (subject to CBA obligations) to supplement this Directive. All guidance or procedures must be developed in consultation with the Office of Human Capital (OHC)–Human Capital Policy Unit, and the Office of Regulatory Affairs and Policy.
- 2.4. Continuity of Operations.** During any period where ICE is operating under a continuity of operations or emergency plan, including, but not limited to, a pandemic, terrorist or cyber-attack, the requirements of the plan may supersede this Directive and employees’ existing remote work agreements.
- 3. Definitions.** The following definitions apply for purposes of this Directive only.
 - 3.1. Agency Worksite.** The official Federal agency location where work activities are based, generally considered a centralized location of an employee’s assigned organization. The term regular worksite is also used to describe agency worksite.³ Generally, this is the location where non-remote work and non-telework employees work.
 - 3.2. Alternative Worksite.** Generally, an employee’s approved remote work site, which is listed as the place where the employee performs official duties away from the agency worksite under a remote work agreement. An alternative worksite can be the employee’s residence, an Approved Telework Center, or another approved location.
 - 3.3. Alternative Worksite Inspection.** A site inspection of the alternative worksite by the employee or a designated ICE representative. An alternative worksite inspection is primarily conducted to ensure that the worksite meets acceptable safety standards. An inspection may also evaluate maintenance and storage of government-furnished equipment (GFE), safeguards for data security, and other specifications or requirements in this or other applicable directives.
 - 3.4. Business Rationale.** A written justification that weighs the benefits against the costs for a particular position to be designated for remote work. This justification must consider the duties and responsibilities of the position, as well as analyze, at minimum, the short- and long-term impact of designating the position for remote work on agency business operations, budget, continuity of operations plans, and emergency response requirements.

² ICE currently has two CBAs that may impact an employee’s ability to conduct remote work, including utilizing telework: ICE and AFGE Local 511, Professional Employees Agreement 2019 (arts. 15 and 17; apps. F–Employee Decision Period Work Schedule Request Form, H–Telework Program Agreement, and I–Telework Program Work Plan); Agreement 2000 Between U.S. Immigration and Naturalization Service and National Immigration and Naturalization Service Council, AFGE Council 118 (Agreement 2000).

³ See, e.g., 5 C.F.R. § 531.605(d).

- 3.5. Eligible Employee.** An employee in a position with tasks identified by the employee’s supervisor or manager and, where required, the appropriate Headquarters or Field Responsible Official, as being suitable for remote work in accordance with this Directive. Eligible employees must also meet performance and conduct requirements as required by law and policy.
- 3.6. Employee.** An individual as defined by 5 U.S.C. § 2105.
- 3.7. Field Responsible Official (FRO).** The highest-ranking official in any ICE field location. This includes Special Agents in Charge, Field Office Directors, Chief Counsel, ICE Attachés, and any other officials who have been designated, in writing by the Director.
- 3.8. Headquarters Responsible Officials (HROs).** Executive Associate Directors (EADs) of Enforcement and Removal Operations (ERO), Homeland Security Investigations (HSI), and Management and Administration (M&A); the Associate Director of the Office of Professional Responsibility (OPR); the Principal Legal Advisor; and the Assistant Directors, Officers, or equivalent positions who report directly to the ICE Director, Deputy Director, or Chief of Staff.
- 3.9. Locality Pay.** Locality-based comparability payment under 5 U.S.C. § 5304 and 5 C.F.R. § 531.604 or equivalent payment under another authority is pay prescribed by OPM regulation. This pay is defined as the geographic area for General Schedule employees and other employees whose federal pay is extended and authorized based on the location of the employee’s worksite. Federal employee pay is based upon certain location-based pay entitlements such as locality payments, special rate supplements, and non-foreign area cost-of-living allowances at the location of the employee’s official worksite as associated with the employee’s position of record.
- 3.10. Misconduct.** On-duty or off-duty behavior by an employee that violates ICE Policy No. 1033.1, Employee Code of Conduct (Aug. 7, 2012), or other applicable statutes, regulations, and policies. Such misconduct may result in the agency taking a conduct action (e.g., disciplinary or adverse) pursuant to ICE Directive 30012.2, Disciplinary and Adverse Action (Dec. 3, 2019), or as amended.
- 3.11. Official Worksite.** As determined by management, the location of an employee’s position of record where the employee regularly performs his or her duties. For employees covered by a remote work agreement under this Directive, the official worksite and alternative worksite are the same.⁴
- 3.12. Personal Identifiable Information (PII).** Any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual regardless of whether the individual is a U.S. citizen; lawful permanent resident; visitor to the United States; or ICE employee, detailee, or contractor.

⁴ For employees on a telework or remote work agreement whose work involves regular travel or whose work location varies on a daily basis, additional rules at 5 C.F.R. § 531.605(d)(1)-(4) apply. For these employees, ICE must determine and designate the official worksite for pay purposes on a case-by-case basis.

3.13. Reduction in Force (RIF). The release of an employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, and individual's exercise of reemployment rights or restoration rights, or reclassification due to erosion of duties when it occurs within 180 days of a formally announced RIF in the competitive area.

3.14. Relocation. Relocation is change of an employee's official worksite that involves a physical move.

3.15. Remote Work. Remote work is an arrangement under which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to the agency worksite on a regular and recurring basis (e.g., at least two days per biweekly pay period as required for employees approved for telework).

3.16. Remote Worker. An employee who works at an alternative worksite (residence, Approved Telework Center, or another approved worksite) and does not report to the agency worksite at least twice each biweekly pay period on a regular recurring basis (and for which a temporary exception to this requirement has not been approved).

3.17. Remote Work Agreement. An agreement between an ICE employee and management that outlines the terms and conditions of the remote work arrangement, and establishes specific details regarding the arrangement, including the address of the alternative worksite, schedule, provisions regarding cost reimbursement, and the frequency of anticipated reporting back to the agency worksite, as applicable. Typically, remote work agreements are documented on a Remote Work Application and Agreement (Attachment 1).

3.18. Remote Work Application. An employee's request to participate in remote work. The request should be documented on a Remote Work Application and Agreement (Attachment 1), and an employee is not allowed to begin working under such a request until it is formally documented and approved.

3.19. Remote Work Coordinator. The ICE official responsible for coordinating and managing the ICE Remote Work Program in OHC.

3.20. Remote Work Data. A summary of information provided by agencies on the status of their Remote Work programs.

4. Responsibilities.

4.1. HROs are responsible for:

- 1) Ensuring compliance with this Directive within their Directorate or Program Office;

- 2) Approving or designating management officials to approve, encumbered positions in their respective Directorates or Program Offices for remote work and deciding whether newly created or vacant positions will be designated and advertised as eligible for remote work; the approval process must include reviewing and approving the written justification (which must include a business rationale) for a position to be designated for remote work;
- 3) Designating a Program Remote Work Coordinator and points of contact; and
- 4) In consultation with OHC and the ICE Office of Regulatory Affairs and Policy, establishing detailed Directorate or Program Office-specific procedures for remote work implementation that are consistent with this Directive, as necessary and appropriate.

4.2. FROs are responsible for:

- 1) Ensuring compliance with this Directive in their field location;
- 2) Approving encumbered positions under their control for remote work and deciding whether newly created or vacant positions will be designated and advertised as eligible for remote work; the approval process must include reviewing and approving the written justification (which must include a business rationale) for a position to be designated for remote work; and
- 3) Designating a Program Remote Work Coordinator and points of contact.

4.3. The ICE Chief Human Capital Officer (CHCO), or their designee, is responsible for:

- 1) Ensuring ICE remote work practices conform with applicable law, rule, regulations, and any relevant OPM, DHS and ICE policies;
- 2) In coordination with OPLA, providing and interpreting applicable statutes, regulations, policies, and standards for managing the Remote Work Program;
- 3) Providing ICE officials with advice, technical assistance, and consultative services for remote work issues;
- 4) Preparing, maintaining, and reporting any remote work data necessary for the Remote Work Program to the DHS CHCO on an annual or as-required basis; and
- 5) Designating an ICE Remote Work Coordinator to administer and oversee implementation of the Remote Work Program at ICE.

4.4. The Chief Information Officer, or their designee, is responsible for:

- 1) Issuing and maintaining information technology (IT) policies and minimum

implementation standards for remote access security, which includes access to IT systems required for networks. These policies and minimum implementation standards must outline responsibilities of remote workers to enable an effective working environment for the remote worker and the protection of ICE systems from undue risk;

- 2) Assisting the Directorates and Program Offices with the purchase of government IT equipment as needed, including notebook or desktop computers, telephones, printers, and scanners;
- 3) Establishing security controls that must be set out in written Remote Work Application and Agreements which outline the terms and conditions of the remote work arrangement;
- 4) Providing installation, configuration, and repair services for government IT equipment to the Directorates and Program Offices to ensure effective and secure operations at the alternative worksite. Such services will be performed only at an ICE facility;
- 5) Providing a means for remote users to update equipment to remain aligned with ICE images; and
- 6) Providing a means to recover equipment for periodic replacement and reassignment.

4.5. The ICE Remote Work Coordinator within the OHC is responsible for:

- 1) Assisting with the management of the Remote Work Program consistent with applicable law, and OPM, DHS and ICE policies;
- 2) Providing ICE officials with advice, technical assistance, and consultative services for remote working issues;
- 3) Coordinating ICE-wide communications and outreach efforts related to the Remote Work Program;
- 4) Acting as consultant to the Program Remote Work Coordinators; and
- 5) Obtaining, consolidating, maintaining, and preparing any remote work data necessary for the Program Remote Work Coordinators on an annual or an as-required basis and providing the data to the ICE CHCO.

4.6. Program Remote Work Coordinators, through their established chain of command, are responsible for:

- 1) Conducting Directorate, Program, or Field Office remote work training;

- 2) Acting as a focal point for all remote work-related matters within each ICE Directorate, Program Office, or Field Office, and coordinating with the ICE Remote Work Coordinator;
- 3) Maintaining remote work records and reports and uploading agreements to the designated share point site for their respective ICE office; and
- 4) Obtaining, consolidating, and preparing any remote work data for reporting to the ICE Remote Work Coordinator on an annual or an as-required basis; reports are subject to supervisory review and approval.

4.7. Supervisors and Managers, as designated, are responsible for:

- 1) Assessing annually—and on an ongoing basis to account for any change in circumstances—an employee’s eligibility for remote work and whether it is in the best interests of the agency, Directorate, Program Office, and division (or subdivision);
- 2) Ensuring approved encumbered positions in their respective work unit are properly designated for remote work and verifying that newly created or vacant positions approved for remote work are designated and advertised as eligible for remote work;
- 3) Completing a written justification, which includes a business rationale, for each position that will be remote work eligible;
- 4) Advising HROs/FROs on remote work-eligible positions;
- 5) Completing applicable remote work training prior to reviewing and approving employee requests for remote work;
- 6) Ensuring employees receive and complete all required remote work training before they enter into a remote work agreement;
- 7) Evaluating an employee’s remote work request (see Section 5.3);
- 8) Conducting alternative worksite inspections (virtually or in-person), as appropriate;
- 9) Working with employees to determine equipment and travel needs and ensuring funds are available to support eligible remote work expenses;
- 10) Determining when it may be necessary, on an infrequent and non-recurring basis, for an employee who works remotely to travel to an agency worksite; in such cases, the employee should be provided with reasonable notice of the travel;
- 11) Approving the Remote Work Application and Agreement (Attachment 1), or other documents as required by any CBA, if applicable, and submitting all supporting

documentation (for example, Application, Alternative Worksite Checklist) and SF-52, Request for Personnel Action, to the Human Resources Operations Center to process the change of worksite, if applicable;

- 12) Promptly complying with the Federal Employees' Compensation Act in case of an injury or occupational disease occurring at the employee's alternative worksite;
- 13) Maintaining and reporting remote work-related data and records to the Program Remote Work Coordinator and the ICE Remote Work Coordinator as applicable, on an annual or as-required basis;
- 14) Certifying the accuracy of employees' time and attendance; and
- 15) Identifying remote workers who are designated "emergency employees" or "mission critical" emergency employees and ensuring that designation appears in the employee's Remote Work Application and Agreement.

4.8. Employees are responsible for:

- 1) Completing a Remote Work Application and Agreement and an Alternative Worksite Checklist;
- 2) Completing all periodic and required training prior to entry into a remote work agreement;
- 3) Accurately coding and validating their time and attendance record to reflect remote work;
- 4) Maintaining alternative worksite internet connection capabilities to ensure completion of work assignments;
- 5) Complying with the terms set in the Remote Work Application and Agreement, all applicable policies, procedures, guidance, and regulations, to include standards of conduct, drug testing, and performance and procedures for updating software and enhancing security for any GFE;
- 6) Obtaining approval from their supervisor prior to changing the location of their remote worksite. If approved, the supervisor must initiate a personnel action to change the location of the employee's remote worksite, including to properly identify locality pay implications, if applicable.
- 7) Engaging in or conducting relocation activities outside of official time unless directed by the Agency;
- 8) Promptly notifying their supervisor when events arise that make them unable to perform their duties (e.g., internet or power outages, computer issues, etc.);

- 9) Immediately reporting to their supervisor an injury or occupational disease occurring at the employee's alternative worksite;
- 10) Providing government employees or designated support contractors physical and virtual access to their approved alternative worksite and their government-furnished equipment to ensure proper maintenance of government-owned property and worksite conformance with safety standards and requirements;
- 11) Maintaining a work area that is suitable and safe for performance of official duties and acknowledging that ICE will not be responsible for operating costs (e.g., home maintenance, insurance, or utilities, internet service provider fees, office space, office furniture);
- 12) Allowing inspections of the alternative worksite; and
- 13) Securing supervisory approval prior to taking PII and sensitive non-classified data to a remote worksite and taking precautions to protect this information from unauthorized disclosure.

5. Procedures/Requirements.

5.1. Access to Remote Work. A position may be designated for remote work when it is encumbered or vacant. An employee in an encumbered position may apply for remote work. If the application is approved, the position will be designated for remote work. Unencumbered positions may be designated eligible for remote work by the applicable HRO or FRO in coordination with OHC staff. When a position designated for remote work becomes unencumbered, it may be subsequently advertised as a remote work-eligible position, if desired, or the remote work designation may be removed.

5.2. Remote Work Considerations. A decision regarding remote work should be primarily based on the position and consideration of its duties and responsibilities. Remote work should be considered for positions where it is in the best interest of the agency and there is no negative impact on mission accomplishment. This means that only positions with duties and responsibilities that can be accomplished effectively in a remote work environment should be designated as eligible for remote work. Additional considerations include, but are not limited to:

- 1) Providing career development opportunities for qualified employees without certain geographical restrictions;
- 2) Providing flexibility for positions where work assignments and frequency do not require regular interface or collaboration in a traditional office setting;
- 3) Creating virtual projects or work teams;

- 4) Enabling employees whose job entails significant travel to work virtually; therefore, reporting to an ICE worksite on a regular basis is not necessary;
- 5) Facilitating recruitment for hard to fill positions; and
- 6) Retaining valued employees who desire to relocate while retaining their current position.

The decision to designate a position for remote work must be documented in writing and approved by the relevant HRO (or their designee) or FRO (or their designee), in consultation with OHC. The written justification must reflect that, based on all relevant factors, it is in the best interest of ICE to designate the position as one for remote work. It must also contain a business rationale that analyzes, at minimum, the short- and long-term impact of designating the position for remote work on agency business operations, budget, continuity of operations plans, and emergency response requirements. All written justifications must be retained by the applicable Program Remote Work Coordinator.

5.3. Remote Work Request Evaluation. When evaluating an existing employee's remote work request or an applicant's suitability for a remote work-designated position, supervisors should consider both the nature of the position (see Section 5.2) and the employee's or applicant's ability to:

- 1) Prioritize work to meet deadlines;
- 2) Accomplish job duties with minimal supervision;
- 3) Understand their role and expectations;
- 4) Be organized, highly disciplined, and self-motivated;
- 5) Meet performance expectations as outlined in performance work plan;
- 6) Communicate effectively with clients, stakeholders, and team members; and
- 7) Manage time effectively.

5.4. Documentation. Remote work applications and approval, modification, or revocation decisions must be fully documented.

- 1) ICE employees wishing to begin remote work must provide a remote work application to their supervisor or manager.
- 2) Supervisors or managers are required to document all decisions made regarding employee requests for remote work.

- 3) Employees approved for remote work must enter into a written remote work agreement. The agreement must include all provisions required by law, as well as this Directive. Additionally, the agreement must include the following as applicable to the employee at issue:
 - a) The term of the agreement. Remote work agreements under which the employee's alternative worksite is within the local commuting area of the agency worksite will normally be for a period of one year and be subject to annual review and renewal. Remote work agreements under which the employee's alternative worksite is not within the local commuting area of the agency worksite will not have an established termination date; termination or modification will be evaluated when prompted by an agency or employee change of circumstances;
 - b) The employee's work schedule;
 - c) The employee's approved alternative worksite; and
 - d) Any specific requirements or expectations beyond those required by law or this Directive.

5.5. Expectations. In all situations, the supervisor and remote worker must discuss and clearly understand that it is the employee's responsibility to be responsive to work requirements as if the employee was reporting to an ICE worksite. In addition, all work products and responses to management, customers, and stakeholders must align with quality and timeliness expectations.

- 1) Remote employees are expected to perform as if they were working at an ICE worksite. Their performance should be managed in accordance with the expectations in the Performance Work Plan and should not differ whether the work is done remotely or not. Before signing a Remote Work Application and Agreement, the supervisor and employee must have a discussion regarding expectations (communications, work hours, customer service, etc.) for the remote work arrangement.
- 2) An employee with a decline in performance may be reassigned by management to an ICE worksite. The supervisor or manager will engage with the employee to discuss performance, as well as areas of improvement, prior to revoking the remote work agreement, consistent with Section 5.10 (Termination of Remote Work Agreements) of this Directive. Such performance issues will be addressed in consultation with Employee Relations and OPLA, and if performance is deemed unacceptable, pursuant to 5 U.S.C. Chapter 43.

5.6. Restrictions.

- 1) Employees must continue to adhere to DHS and ICE standards of conduct and policies while working at the alternative worksite and using GFE. Unless otherwise

specifically addressed herein, all conditions of federal employment, performance of assigned duties, adherence to applicable policies, participation in required training, and satisfaction of standards of conduct apply. Alleged or apparent breaches thereof may subject an employee to formal management review, investigation and, if required, appropriate disciplinary or adverse actions.

- 2) ICE is prohibited from assigning an employee to a worksite outside the local commuting area of the agency worksite within 90 days of a non-temporary competitive appointment.⁵ Therefore, unless hired to a position designated and advertised as remote-work eligible, ICE employees may not request remote work for a location outside the local commuting area of their agency worksite within 90 days of a non-temporary competitive appointment.⁶
- 3) An employee will not be eligible for remote work under any circumstances where:
 - a) They have been officially disciplined for being absent without permission for more than five days in any calendar year, or
 - b) They have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer while performing official Federal Government duties.
- 4) This Directive does not apply to remote work outside the U.S. and its territories (overseas). Individuals may not work remotely from an overseas location under the provisions of this Directive. U.S. Department of State and OPM guidance governs overseas telework (remote work). An agency Domestic Employee Teleworking Overseas (DETO) policy must be in place and a DETO arrangement entered into between the agency and the employee before overseas telework can occur.⁷ ICE employees cannot telework from overseas without an approved DETO agreement.

5.7. Dependent Care.

- 1) Remote work employees are expected to have arrangements for dependent care during the workday.
- 2) Remote work cannot be used as an alternative for the employee to be the sole source of dependent care (child/elder or dependent). If dependent care arrangements are co-located at the alternative worksite, such as the employee's home, the employee must

⁵ See 5 CFR § 330.502.

⁶ The official worksite of an employee hired to work remotely will be the alternative worksite (normally residence) agreed upon at hiring; no change in worksite is associated with appointment into a remote work position and, thus, the 90-day prohibition discussed in this Section would not apply.

⁷ U.S. Office of Pers. Mgmt., Overseas Telework, <https://www.telework.gov/guidance-legislation/telework-guidance/overseas-telework/> (last visited Jan. 18, 2022); U.S. Dept. of State, 6 FAH-5 H-352.12, Domestic Employees Teleworking Overseas (DETOs) (2016).

notify their supervisor or manager as soon as possible if significant work disruption or an emergency occurs and request appropriate leave to perform dependent care responsibilities.

- 3) Remote work may be used in conjunction with alternative work schedules, Family and Medical Leave Act guidelines, and annual leave to allow time for dependent care responsibilities, so long as the employee is not the sole provider of dependent care throughout the workday when they are not on approved leave.

5.8. Dismissal and Closure. Remote workers are required to work during any Federal office/worksite closures, delayed arrivals, and early dismissals due to weather or other impacts to the agency worksite. Remote workers should notify their supervisor when weather or emergencies occur that affect their alternative worksite to request leave, other absence options, or worksite relocation, etc. Employees must be aware of the expectation that they will work when their agency worksite is closed, so long as their alternative worksite is not affected. If weather or another emergency affects their alternative worksite, they should immediately contact their supervisor for guidance

5.9. Worksite Suitability. The employee is expected to create a dedicated work environment at their alternative worksite that is free from interruptions and provides reasonable security and protection, to include, at a minimum, a telephone, workspace suitable to perform the work, high-speed Internet that is reliable and secure, adequate lighting, proper seating, and appropriate ventilation.

- 1) The employee must evaluate the employee's proposed alternative worksite using the Alternative Worksite Checklist (Attachment 2).
- 2) A supervisor or, if the supervisor is unavailable, another management representative, may inspect an employee's official worksite for compliance with checklist requirements, if there is suspicion the worksite is unsuitable. This inspection may be conducted virtually with the assistance of the employee.
 - a) The inspector may bring a witness with them to the inspection, with the approval of the employee, but a witness is not required.
 - b) The supervisor or manager will provide at least three workdays' advance notice and coordinate appropriate arrangements for inspection with the employee.
 - c) The supervisor or manager will document the reason for the inspection and their findings, including a copy of the Alternative Worksite Checklist.
 - d) Employees are expected to remedy any deficiencies identified by a self or management inspection. A supervisor may deny a remote work request or rescind an existing remote work agreement if an employee cannot or will not correct remote worksite deficiencies identified by an inspection.

- e) The employee may rectify deficiencies, after which point the supervisor or manager may approve (or decide to not rescind) the remote work agreement upon re-inspection or validation of proof provided by the employee.
- 3) If during inspection an employee with an existing remote work agreement is found to be in violation of physical or information security requirements, the supervisor may immediately terminate the remote work agreement.

5.10. Termination of Remote Work Agreements. Termination of a previously approved and effected remote work agreement may be requested by the employee or initiated by ICE. Termination may be based on the employee's change in life circumstances, failure of the employee to meet the terms and conditions of the remote work agreement, or a change in the operational needs of the organization. ICE must provide notice of the termination, including the basis for termination, and the requirement to report to the newly designated official worksite at a specified future date, not less than 30 calendar days from the date of the notice. If reporting to the new official worksite will require a geographic relocation, this notice should include information regarding eligibility for relocation expenses and refer to the appropriate resources and policies to accomplish the required relocation. An employee may appeal the termination of the remote work arrangement through either the negotiated grievance procedure (if the employee is covered by a CBA and applicable provision) or ICE's administrative grievance procedure.

- 1) Management Termination of a Remote Work Agreement—Misconduct or Performance.
 - a) Management may terminate a remote work agreement due to employee misconduct or performance-related issues. In such circumstances, management can direct the remote worker to work at an ICE location, reassign the employee to another position at an ICE location, or terminate the employee in accordance with applicable Government-wide rules and regulations, agency policy, and any CBA, as applicable. Such decisions should be made in consultation with Employee Relations and OPLA.
 - b) If a remote worker refuses to follow management's direction to return to an ICE office or refuses a directed reassignment, ICE may take any necessary steps to involuntarily separate the employee, in accordance with Government-wide rules and regulations, ICE policy, and any CBA, as applicable.
- 2) Employee Voluntary Termination of a Remote Work Agreement.
 - a) A remote worker may request to terminate a remote work agreement by providing a written notice to their supervisor. Supervisors will consider the request on a case-by-case basis. Such requests, if approved, would require employees to return to an agreed upon ICE worksite within 60 days of approval. The employee should coordinate with their supervisor concerning the details of their return to an ICE worksite.

- b) Any remote work agreement must be terminated immediately upon the employee's entry on duty to a new position within ICE, or reassignment to a similar position in a different office, division, or work group within ICE.
- 3) RIF procedures may apply to certain management termination, transfer, or reassignment decisions. Supervisors should consider all available options and are encouraged to minimize the adverse impact on employees during a management decision to terminate remote work agreements.
- 4) Termination of a remote work agreement by management for reasons other than misconduct or performance may make the employee eligible for severance pay where the employee elects to separate in lieu of accepting reassignment outside of their local commuting area. An employee is eligible for severance pay if removed from Federal service by "involuntary separation" for reasons other than misconduct or performance. A separation is considered "involuntary" if an employee declines to accept reassignment outside their commuting area unless the employee's position description or other written agreement provides for such a reassignment. Absent exceptional reasons that have been approved by the ICE CHCO (or their designee), all Remote Work Application and Agreements must contain language clearly stating that a separation resulting from the employee's declination to accept reassignment outside their commuting area is not considered to be an involuntary separation.

5.10. Government-Furnished Equipment and Materials.

- 1) Using GFE for remote work is subject to the IT policies of ICE. No individual (including family, friends, house guests, tenants, etc.) other than the employee performing remote work is authorized to use GFE. If the remote employee needs additional or specialized IT equipment, then the employee should make a request for such equipment through their supervisor. The Directorate or Program Office may be required to fund the equipment.
- 2) ICE is responsible for maintenance of all GFE. Employees will be required to bring or send GFE into an agency worksite for maintenance as directed.
- 3) All files, records, papers, and electronic materials created or worked on while remote working are the property of the U.S. Government and must be returned upon request. Employees must take appropriate precautions to protect government files, records, and paper and electronic materials. Precautions should include locking file cabinets, safes, encrypted media, and doors, among other precautions.

5.11. Protecting Sensitive Information.

- 1) Remote workers must have written approval from a supervisor to remove sensitive information from agency worksites for access at an approved alternative worksite.

- 2) Remote workers with access to records subject to the Privacy Act from an alternative worksite must demonstrate appropriate administrative, technical, and physical safeguards are available to ensure the security and confidentiality of the records.
- 3) Employees may not physically or electronically access classified material from alternative worksite locations. Where an employee needs to review or access classified material, they must do so at an ICE-approved Sensitive Compartmented Information Facility.

5.12. Reports. Remote Work Coordinators, supervisors, and managers must all ensure that ICE data regarding remote work is accurately collected and reported to OPM.

- 1) The ICE Remote Work Coordinator, in coordination with Program Remote work Coordinators will obtain, consolidate, and maintain any remote work data or reports necessary for the Remote Work Program from the Program Remote Work Coordinators on an annual or an as-required basis and provide such information to OPM as directed by the DHS CHCO.
- 2) Program Remote Work Coordinators will obtain, consolidate, and prepare any remote work data for reporting to the ICE Remote Work Coordinator on an annual or an as-required basis.
- 3) Supervisors and managers will maintain and report remote work-related data and records (participant data, productivity data, remote work requests, Remote Work Application and Agreements, etc.) to their Program Remote Work Coordinator, as applicable, on an annual or an as-required basis. Remote Work Application and Agreements effected as part of a reasonable accommodation are also reportable to the ICE Office of Diversity and Civil Rights.

5.13. Liability and Workers' Compensation. Remote workers are covered under the Federal Tort Claims Act⁸ and the Federal Employees' Compensation Act.⁹ As with injuries that occur in the traditional office/worksite setting, for injuries that occur during remote work arrangements at an alternative worksite, supervisors may only attest to what they reasonably know. In all situations, employees are responsible for informing their immediate supervisor of an injury at the earliest time possible.

5.14. Compensation Implications for Remote Work.

- 1) An employee's pay is determined by the employee's official worksite, which for a remote employee is the same as their alternative worksite; therefore, the employee's supervisor, in coordination with their respective human resources specialist and/or OHC, should review the General Schedule locality pay tables to determine the extent to which salary costs may increase or decrease, if a change in an employee's official worksite is approved. Supervisors must work with their human resources specialist to

⁸ 28 U.S.C. § 2672 (1990).

⁹ 5 U.S.C. Ch. 81, Compensation for Work Injuries.

accurately record the employee's official worksite, which must be documented on the SF-52.

- 2) Employees should similarly be aware of any changes in pay that may result by entering into a remote work agreement and should consider this in any request to change their official worksite.

5.15. Travel/Relocation.

- 1) Remote workers, in certain circumstances, are entitled to receive travel and relocation benefits under General Services Administration guidelines.¹⁰ Travel and relocation reimbursements are based on the employee's official worksite, as identified on their SF-50.
- 2) If an employee is required to report to a worksite more than 50 miles from their official worksite for meetings or other non-disciplinary business, they may be eligible to receive per diem and any applicable travel reimbursement.
- 3) Remote workers whose alternative worksite is within the normal commuting radius of an agency worksite may be eligible for local travel reimbursement when directed to travel within the local commuting area to a location other than an ICE worksite (for example, to a training site). However, ICE will not reimburse required travel to the agency worksite within the local commuting area.
- 4) A remote employee required to travel to an ICE worksite for official business must be provided with reasonable notice of the date and time of travel. What is "reasonable" must be considered on a case-by-case basis in light of the facts and circumstances at issue.¹¹
- 5) Relocation to an official worksite that occurs at the employee's request and is not directed by management is completed at the employee's expense. However, under certain circumstances, (for example, if the agency initiates a change to an employee's official worksite), it may be completed at the agency's expense.

5.16. Employee Health Benefits. A change to an employee's official worksite may affect their health benefits plan. Under the Federal Employees Health Benefits (FEHB) Program, some health plan options are only available in certain geographic areas. If the plan an employee is enrolled in is not available in their new location, the employee may change plans as a qualifying life event. The employee is responsible for requesting any change. If enrolled in a nationwide FEHB plan, coverage would not change.

¹⁰ 41 C.F.R. Chs. 300-04.

¹¹ "Reasonable notice" may vary based on the particular facts and circumstances of the case and individual at issue. It may be reasonable for a remote employee who lives within 50 miles of the agency worksite to be ordered to travel to said worksite the next day. Where such an employee lives hundreds of miles away, more notice would be necessary to be reasonable to allow the employee to make travel arrangements, etc.

5.17. Additional Considerations.

- 1) By signing a Remote Work Application and Agreement, an employee agrees that the decision to approve, disapprove, or terminate an agreement alone, is not challengeable by way of appeal to the Merit Systems Protection Board (MSPB). However, appeal rights to the MSPB and other administrative bodies may be implicated if employees allege a prohibited personnel practice, discrimination, or challenge a personnel action over which that administrative body has jurisdiction.
- 2) When an employee requests remote work due to an injury or as a qualified individual with a disability, the employee should follow reasonable accommodation procedures pursuant to ICE guidance and applicable policies.

6. Recordkeeping. All relevant documents produced or provided in accordance with this Directive must be maintained in accordance with a National Archives and Records Administration (NARA) General Records Schedule or a NARA-approved agency-specific records control schedule. If the records are not subject to a records schedule, they must be maintained indefinitely by the agency until an approved records schedule is in place. In the event the records are subject to a litigation hold, they may not be disposed of under a records schedule until further notification. Further, all video and audio produced in accordance with the BWC pilot must be maintained in accordance with a NARA-approved agency-specific records control schedule.

7. Authorities/References.

- 7.1. Telework Enhancement Act of 2010, Pub. L. No. 111-292, 124 Stat. 3165 (Dec. 9, 2010) (codified as amended at 5 U.S.C. §§ 5711, 6501-06).
- 7.2. 5 U.S.C. § 5304 (2009).
- 7.3. 5 U.S.C. Ch. 43, Performance Appraisal.
- 7.4. 5 U.S.C. Ch. 81, Compensation for Work Injuries.
- 7.5. 28 U.S.C. § 2672 (1990).
- 7.6. 5 C.F.R. § 330.502 (2022).
- 7.7. 5 C.F.R. § 531.604 (2022).
- 7.8. 5 C.F.R. § 531.605(d) (2022).
- 7.9. 5 C.F.R. Chs. 300-304, Federal Travel Regulation System.
- 7.10. DHS Directive No. 123-05, Revision 01, Telework Directive (Feb. 11, 2015).


- 7.11. DHS Instruction No. 123-05-001, Revision 00, Telework Program (Feb. 2, 2015).
- 7.12. DHS Office of the Chief Human Capital Officer, Compensation Guidance CG-2-2021, Remote Work (July 15, 2021).
- 7.13. ICE Directive 30012.2, Disciplinary and Adverse Action (Dec. 3, 2019).
- 7.14. ICE Policy No. 1033.1, Employee Code of Conduct (Aug. 7, 2012).
- 7.15. U.S. Office of Pers. Mgmt., 2021 OPM Guide to Telework and Remote Work in the Federal Government (Nov. 2021).
- 7.16. U.S. Office of Pers. Mgmt., Overseas Telework, <https://www.telework.gov/guidance-legislation/telework-guidance/overseas-telework/> (last visited Jan. 18, 2022).
- 7.17. U.S. Dept of State, 6 FAH-5 H-352.12 Domestic Employees Teleworking Overseas (DETOs) (2016).

8. Attachments.

8.1. Remote Work Application and Agreement.

8.2. Alternative Worksite Checklist.

9. **No Private Right.** This document provides only internal ICE policy guidance, which may be modified, rescinded, or superseded at any time without notice. It is not intended to, does not, and may not be relied upon to create any right or benefit, substantive or procedural, enforceable at law by any party in any administrative, civil, or criminal matter. Likewise, no limitations are placed by this guidance on the otherwise lawful enforcement or litigative prerogatives of ICE.



Tae D. Johnson
Acting Director
U.S. Immigration and Customs Enforcement



**TSA MANAGEMENT DIRECTIVE No. 1100.30-5
TELEWORK PROGRAM**

To enhance mission performance, TSA is committed to promoting a culture founded on its values of Integrity, Respect, and Commitment.

NOTE: Pursuant to Section 101 of the Aviation and Transportation Security Act (49 U.S.C. 114(n)), this directive and all related Handbooks, Attachments, and Appendices establish Transportation Security Administration (TSA) policy and must be applied accordingly.

REVISION:

This revised directive supersedes TSA MD 1100.30-5, *Telework Program*, dated May 7, 2018.

SUMMARY OF CHANGES:

General, the definition of telework is revised as an arrangement in which an employee performs the duties and activities of their position from a TSA worksite (i.e., their regular worksite) on some days and from an alternative worksite on other days, meaning the employee is expected to report to work both at a TSA worksite and alternative worksite on a regular and recurring basis each pay period, at least two days per pay period. As such, by definition, telework under the Telework Program excludes the 'full-time telework' that was authorized under the previous versions of this directive. See Definitions section in the TSA Handbook 1100.30-5, Telework Program; Section 1, Purpose, added a statement redirecting reasonable accommodation requests to the appropriate policy; Section 2, Scope, deleted ineligible positions; Section 6, Policy, modified 6.H. to clarify the position eligibility requirement, added 6.L. to allow for exceptions to employee eligibility requirement in certain circumstances; and administrative changes made throughout the directive.

1. PURPOSE:

This directive and the accompanying handbook provide TSA policy and procedures for TSA's Telework Program. This directive does not apply to telework as reasonable accommodation; reasonable accommodations are provided in accordance with [TSA MD 1100.73-4, Reasonable Accommodation Program](#).

2. SCOPE:

This directive applies to all TSA employees.

3. AUTHORITIES:

A. Aviation and Transportation Security Act, Pub. L. 107-71 (ATSA)

4. DEFINITIONS:

A. See [TSA Handbook 1100.30-5, Telework Program](#).

5. RESPONSIBILITIES:

A. The Assistant Administrator for Human Capital (AA/HC) is responsible for establishing the Telework Program policy consistent with all applicable laws and regulations, and designating a Telework Program Manager (TPM) within HC to implement the telework

program TSA-wide.

- B. The Assistant Administrator for Information Technology is responsible for developing information technology capabilities to support telework, and providing policy guidance for ensuring information owned or maintained by TSA is protected against unauthorized access, use, modification, or destruction while teleworking.
- C. The Assistant Administrator for Security and Administrative Services is responsible for creating sustainable workspace strategies that support telework.
- D. The Executive Assistant Administrators (EAAs) and the Assistant Administrators (AAs) are responsible for:
 - (1) Supporting telework within their respective offices and ensuring telework is made available to employees to the maximum extent possible without diminished employee performance or TSA operations; and
 - (2) Designating Telework Coordinators (TCs) to implement and promote telework within their respective offices, consistent with this directive and the accompanying Handbook. The designation of TCs may occur at the EAA level or at the AA level, as determined by the EAA.
- E. The TPM is responsible for:
 - (1) Implementing and promoting telework TSA-wide and ensuring telework is implemented consistent with this directive and the accompanying Handbook through provision of telework guidance to TCs and managers;
 - (2) Planning and conducting program evaluations as part of a continual process improvement effort; and
 - (3) Complying with all internal and external telework data maintenance, reporting, and program evaluation requirements.
- F. TCs are responsible for:
 - (1) Implementing and promoting telework within their respective offices, consistent with this directive and the accompanying Handbook;
 - (2) Advising supervisors/managers and employees within their respective offices regarding telework and serving as the program office Point-of-Contact for the TPM on all matters related to telework; and
 - (3) Complying with all TSA telework data maintenance, reporting, and program evaluation requirements.
- G. Supervisors are responsible for:

- (1) Notifying employees of their eligibility to telework, provided such telework does not diminish employee performance or impede fulfillment of TSA's mission;
- (2) Complying with, and ensuring that participating employees comply with the provisions of this directive and the accompanying Handbook;
- (3) Applying telework-related policies and procedures in an impartial and consistent manner;
- (4) Ensuring that all requirements of telework participation are met prior to establishing telework agreements; and
- (5) Communicating their expectations to participating employees regarding accomplishing and managing work in the telework environment, prior to establishing telework agreements and on an on-going basis thereafter.

H. Employees participating in telework are responsible for:

- (1) Complying with the provisions of this directive and the accompanying Handbook;
- (2) Adhering to all applicable TSA policies and procedures while working at the alternative worksite, including TSA standards of conduct, the requirements of the Privacy Act of 1974, 5 U.S.C., § 552a, and all TSA information security policies and procedures; and
- (3) Maintaining flexibility and responsiveness to the needs of the supervisor, co-workers and customers, to ensure telework participation does not result in diminished individual, team or organizational performance.

6. POLICY:

- A. It is TSA's policy to make telework available to eligible employees to the maximum extent possible without diminished employee performance or TSA operations.
- B. Telework will be utilized to maximize government operations during emergencies, accomplish TSA's goals for recruiting and retaining talent, enable employees to better manage their work and family/life obligations, achieve real estate cost savings through reduced office space needs, and decrease energy consumption, traffic congestion, and pollution.
- C. Telework is an integral part of TSA's plans for continuing operations during all emergencies, including pandemic health crises, localized acts of nature, accidents, technology-related emergencies, and natural or man-made disasters.
- D. During any period that TSA is operating under a continuity of operations plan (COOP), that plan supersedes this directive.

- E. Employee participation in the telework program is voluntary, unless telework is required as a condition of employment and/or required under the COOP.
- F. While participation in the telework program is voluntary, participating employees must comply with the established terms and conditions of their participation, including the requirement to telework during emergency closures. All employees covered by telework agreements are required to work from their alternative worksite when their regular worksite is closed due to an emergency. The closure may be due to inclement weather or other emergencies affecting a geographic area, such as when the Office of Personnel Management announces a closure of all Federal offices in the Washington, DC, metropolitan area or a building-specific emergency leading to closure of all or part of a TSA office or worksite.
- G. Telework participation is at the discretion of management and subject to management approval, consistent with all applicable TSA policies. Telework participation is not an employee entitlement or right. As with all matters involving managerial discretion, telework approval decisions must be made in a fair and equitable manner.
- H. To be considered for telework, and for continued participation, employees must, at-a-minimum, meet the following position eligibility and employee eligibility criteria:
 - (1) Position eligibility. All TSA positions are eligible to be considered for telework except for those that require on a daily basis:
 - (a) Direct handling of secure/classified material determined to be inappropriate for telework by applicable TSA information security policies and procedures; or
 - (b) Performance of on-site activity which cannot be handled remotely or at an alternative worksite.
 - (2) Employee eligibility. Employees occupying positions that are telework eligible must meet the following criteria to be considered for telework participation:
 - (a) Their performance rating of record is “Achieved Expectations” or above and they have performed at an acceptable level (i.e., “Achieved Expectations” or above) during the past 12 months. For employees who have been employed with TSA for less than 12 months, supervisors may consider their performance to date;
 - (b) Their conduct has not resulted in an adverse or disciplinary action within the past 12 months;
 - (c) There are no unresolved issues pertaining to their fitness for Federal employment or eligibility to obtain a security clearance, or occupy a National Security position; and

- (d) For recently assigned or newly-appointed employees who may require closer supervision, supervisors may determine the length of time, if any, during which those employees may be deemed ineligible for telework. Generally, trainee, internship, or entry level positions may require closer supervision during the first six (6) to 12 months in the position.
- I. In addition to the minimum eligibility requirements described in Section H above, management may consider individual and work unit productivity and performance when making decisions related to telework eligibility and optimal frequency of telework within individual work units.
- J. Limitations on Telework Eligibility. Employees who have been officially disciplined (i.e., a disciplinary action that results in the placement of a document in an employee's official personnel file) for the following reasons are not eligible to telework independent of the duties of their position:
- (1) Employees who have been officially disciplined for unapproved absences charged as absent without leave for more than five workdays in any calendar year.
 - (2) Employees who have been officially disciplined for conduct violations of Subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- NOTE:** The limitation on telework eligibility would remain in effect as long as the document stays in the employee's official personnel file. Employees receiving suspensions or terminations, which remain in the official personnel file permanently, that resulted from the charges described above in Section J. (1) and (2) are permanently prohibited from participating in telework.
- K. In certain circumstances, employees occupying positions that are normally ineligible for telework may be considered for telework on a situational basis, limited to functions that are suitable for telework activity. The AAs of the employing office or their designee have the authority to create such exceptions based on mission requirements and in compliance with all applicable TSA policies.
- L. In certain circumstances, employees who are ineligible for telework due to failure to meet the employee eligibility criteria stipulated in Section H.2 may be considered for telework on a situational basis, provided that telework does not diminish the employee's performance or TSA's mission, and such approval is determined to be in the best interest of Government (e.g., social distancing, mission need, etc.). The AAs of the employing office or their designee have the authority to create such exceptions based on mission requirements and in compliance with all applicable TSA policies. The limitations on telework eligibility stipulated Section J cannot be waived.

- M. Supervisors must ensure that teleworkers and non-teleworkers are treated in the same fair and equitable manner for purposes of performance management, awards and recognition, training and development opportunities, promotion, and other acts of managerial discretion.
- N. Employees continue to be bound by TSA standards of conduct and all applicable TSA policies while working at the alternative worksite.

7. PROCEDURES:

- A. See [TSA Handbook 1100.30-5, *Telework Program*](#).

8. **APPROVAL AND EFFECTIVE DATE:** This policy is approved and effective the date of signature unless otherwise specified.

APPROVAL

Signed

December 6, 2021

Patricia Bradshaw
Assistant Administrator for
Human Capital

Date

EFFECTIVE

December 16, 2021

Date

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TSA Handbook 1100.30-5

Telework Program

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Approval

Signed

Patricia Bradshaw
Assistant Administrator
for Human Capital

***NOTE:** This handbook and all related Attachments and/or Appendices contain stipulations to implement the provisions of [TSA MD 1100.30-5, Telework Program](#). Until such time as TSA MD 1100.30-5 is rescinded, the Management Directive, Handbook, and any Attachments or Appendices are considered TSA policy, and must be applied accordingly.*

Summary of Changes

The definition of telework is revised as an arrangement in which an employee performs the duties and activities of their position from a TSA worksite (i.e., their regular worksite) on some days and from an alternative worksite on other days. Employees are required to **physically report to their regular worksite at least two days per pay period, on a regular, recurring basis**. As such, by definition, telework under the Telework Program excludes the ‘full-time telework’ that was authorized under the previous versions of this directive.

- Section A, Definitions, modified the definition of ‘Alternative Worksite’ and ‘Telework’, and replaced the term ‘Traditional Worksite’ with ‘Regular Worksite’.
- Section B, Telework Agreements, added the approval level for the screening workforce.
- Section C, Telework Approval and Optimal Telework Frequency Decision, added new guidance on guiding principles and the process for determining telework participation decision.
- Section E, Termination of Telework Agreements, added new guidance on the reasons for termination.
- Section G, Official Worksite Determination for Teleworkers, deleted guidance pertaining to full-time arrangements, and revised guidance on temporary exceptions for clarity.
- Section L, Dismissal and Closure Procedures for Non-Emergency Employees, revised for clarity.
- Section M, Telework and Dependent Care, added an example for temporary exceptions.
- Section T, Alternative Worksite, added new guidance.
- Section V, Tax Implications, added new guidance.
- Added new Appendices: Appendix A: Telework Guiding Principles, Appendix B: Suitability for In-Person/ Virtual Analysis, Appendix C: Optimal Telework Frequency and Schedule, Appendix D: Employee Eligibility and Appendix E: Alternative Worksite Considerations.
- General: Deleted guidance pertaining to full-time telework arrangements; Administrative changes throughout for clarity and consistency.

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A. Definitions

1. Alternative Worksite: A location where management has approved an employee to perform official duties away from the employee's regular worksite. An alternate worksite is the approved telework location (e.g., employee's residence, another TSA worksite, etc.).
2. Alternative Work Schedules: A generic term that applies to either Flexible Work Schedules or Compressed Work Schedules.
3. Continuity Facility: A location other than the primary facility used to carry out essential functions during continuity of operations events. In some cases, an employee's residence or other virtual office options may be designated as a continuity facility.
4. Continuity of Operations Plan (COOP): An effort within individual Federal agencies to ensure they can continue to perform their mission essential functions during a wide range of emergencies, including localized acts of nature, pandemic health crises, accidents, and technological or attack-related emergencies.
5. Official Worksite: The location where the work activities of an employee's position of record are based, as determined by the employing office. An employee's official worksite is the "duty station" documented on the employee's Notification of Personnel Action (Standard Form (SF) 50).
6. Telework: A flexible work arrangement under which an employee performs the duties and activities of their position from a TSA worksite (i.e., their regular worksite) on some days and from an alternative worksite on other days, meaning the employee is expected to report to work both at a TSA worksite and alternative worksite on a regular and recurring basis each pay period. Employees are required to physically report to their regular worksite at least two days per pay period, on a regular, recurring basis. There are two types of Telework arrangements:
 - (a) Routine Telework. Under this option, telework occurs as part of an ongoing regular schedule such that employees typically telework on some days and work at their agency worksite on other days during each pay period. Employees must obtain supervisory approval for the schedule (and any modifications to it), but do not need to obtain additional separate approval for each day they telework.
 - (b) Situational Telework. Under this option, employees telework on an occasional, non-routine basis (i.e., it is not part of an ongoing and regular telework schedule) and managerial approval is required each time they telework.
7. Telework Agreement: A written agreement of the terms and conditions of telework participation that is completed and signed by the participating employee and the employee's supervisor.

8. Telework-Ready Employee: An employee who has a telework agreement in place and is prepared with available work and any necessary equipment and technology to perform work from their alternative worksite.
9. Tour of Duty: The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek, as determined by the employing office.
10. Regular Worksite (previously referred to as Traditional Worksite): TSA worksite where work activities are based, generally considered a centralized location of an employee's assigned organization. This is the location where an employee would physically report for work, absent a telework agreement.

B. Telework Agreements

1. All employees, including Transportation Security Executive Service (TSES) employees, must have a signed [TSA Form 1120, Telework Agreement](#) and [TSA Form 2413, Alternative Worksite Safety Checklist](#) (required if the alternative worksite is the employee's residence) in place, as well as have completed the TSA-approved interactive telework training, prior to commencing telework (applies to all types of telework - routine or situational).

NOTE: Continuity relocation group/mission-essential employees who may be expected to deploy to their home and telework during a COOP event should have signed situational telework agreements in place, as part of contingency planning.

2. Generally, telework agreements are established with no specified end date unless both parties agree to a term period. Telework agreements with a specified term period will expire automatically at the end of their term, with no further action required.
3. Telework agreements should be reviewed annually by the employee and the supervisor. The purpose of this review is for participating employees and their supervisors to exchange feedback about the telework arrangement, identify areas for improvement, and revalidate the terms and conditions of the established telework agreement. If any changes occurred during the previous year, telework agreements should be updated or terminated, as appropriate.
4. In addition to the annual review, telework agreements should be reevaluated and updated as needed. The following circumstances warrant reevaluation of existing agreements:
 - (a) A new employee/supervisor relationship. Telework agreements are work agreements between participating employees and their supervisors based on shared work

- expectations. As such, when the supervisor changes, a new telework agreement between the participating employees and the new supervisor is required;
- (b) Significant changes to work requirements or working conditions (e.g., work assignments, work schedules, business requirements, etc.);
 - (c) Any changes to the terms and conditions of the employee's telework participation (e.g., telework schedule, alternative worksite location, etc.);
 - (d) Any changes affecting the employee's eligibility to participate in telework; or
 - (e) The employee fails to comply with the terms and conditions of the telework agreement.
5. Requests to telework are initiated by interested employees and approved/disapproved by their supervisor in accordance with the established procedures for their respective offices.
- (a) Generally, the approval authority should be the employee's first-line supervisor as the first-line supervisors are in the best position to judge the needs of their work units and work requirements for each position under their supervision.
 - (b) For members of the screening workforce, approval of telework agreements must be made by an employee at the AFSD level or designated by an employee at the AFSD level.
6. Employees interested in participating in telework must:
- (a) Read [TSA MD 1100.30-5, Telework Program](#), the associated Handbook, and the terms and conditions outlined in TSA Form 1120, to ensure that they understand the policies and procedures covering telework.
 - (b) Complete the application portion of TSA Form 1120 (Sections II, III, and IV) and if the proposed alternative worksite is their residence, also complete TSA Form 2413, Alternative Worksite Safety Checklist, and submit the form(s) to their supervisors for review.
7. Upon receipt of employee requests to telework, supervisors should assess each employee's eligibility to participate in telework, suitability of the employee's job function for telework, and the optimal telework frequency and schedule. **See Section C. Telework Approval and Optimal Telework Frequency Decision** for guidance.
8. Generally, supervisors should respond to telework requests within 20 calendar days of the request. Supervisors should be responsive to employee requests by keeping the line of communication open with employees regarding the status of their pending requests. The

timeframe for rendering the approval/disapproval decision may vary depending on the nature of the request, however, within 20 calendar days of receiving a telework request, at a minimum, supervisors should engage with the employee to explore the feasibility of approving the requested telework arrangement.

9. If a supervisor determines that the requesting employee is not eligible to participate in telework and disapproves the employee's request, the supervisor must provide reason(s) for the disapproval and document the reason for disapproval in the TSA Form 1120. Reason(s) for disapproving a request should be based on business/operational needs, participation criteria (e.g., performance, conduct, etc.), or the failure to meet the terms and conditions of the telework agreement.
10. If a supervisor determines that the requesting employee is eligible to participate in telework, the supervisor should discuss with the employee their respective assumptions and expectations around accomplishing work and communicating with the supervisor, co-workers, and customers while teleworking, as well as the terms and conditions outlined in TSA Form 1120.
11. For both approved and disapproved requests, supervisors should retain the original completed and signed [TSA Form 1120, Telework Agreement](#) and [TSA Form 2413, Alternative Worksite Safety Checklist](#) (if the alternative worksite is the employee's residence, TSA Form 2413 is required) along with the employee's TSA-approved telework training certificate. Copies should be provided to the employee and their respective program office Telework Coordinators (TC). For the list of TCs, visit the [TSA Telework Program Page](#).

C. Telework Approval and Optimal Telework Frequency Decision

1. Telework approval decisions should be based on the function of the job, and align with the employee needs and the business goals of each work unit, to the extent possible, to effectively meet the TSA's mission needs.
2. The optimal telework frequency and schedules may vary for each work unit, and may shift intermittently or for sustained periods, subject to internal and external influences affecting the work of the unit. There is no one-size fits all approach to telework participation.
3. Supervisors should treat employees with similar work functions across work units similarly when determining telework eligibility.
4. Employing offices should assess telework participation data on an ongoing basis to ensure that telework eligibility determinations are being made fairly and equitably, and in a manner that effectively meets the TSA's mission needs.

5. The following process should be applied when considering telework approval/disapproval, and determining the optimal telework frequency and schedule.

Process Step	Reference
<p>1. <u>Telework Guiding Principles</u> Align telework approval decisions with the TSA’s strategic and operational intent and emerging norms around productive work practices.</p>	See Appendix A: Telework Guiding Principles
<p>2. <u>Determine the Suitability for Virtual/In-Person Analysis</u> To inform telework decisions, supervisors should inventory the critical functions and activities of the work unit, and determine what activities, and to what extent, in-person presence is required and what activities may be performed virtually, via telework.</p>	See Appendix B: Suitability for In-Person/ Virtual Analysis
<p>3. <u>Determine Optimal Frequency and Schedule</u> When considering individual telework requests for telework-eligible employees, supervisors may consider the individual and work unit productivity, performance, and team dynamics when making decisions related to telework participation, including telework frequency (how often) and schedule (what days and hours of work).</p>	See Appendix C: Optimal Telework Frequency and Schedule
<p>4. <u>Assess Employee Eligibility</u> Consider the employee’s eligibility to participate in telework at the time of the request. For example, an employee who may otherwise be approved to telework may not be eligible due to performance issues at the time of the request, but may be eligible at a later time.</p>	See Appendix D: Employee Eligibility
<p>5. <u>Evaluate the Alternative Worksite</u> Assess whether the employee’s proposed alternative worksite is appropriate, and suitable for mission accomplishment.</p>	See Appendix E: Alternative Worksite Considerations

D. Telework Training

Employees requesting telework and their supervisors must complete the TSA-approved interactive telework trainings for employees and supervisors, respectively, prior to the employee commencing telework. For information on the TSA-approved interactive telework training that employees and supervisors must complete, visit the [TSA Telework Program Page](#).

E. Termination of Telework Agreements

Telework agreements may be terminated by either the employee or by the employee's supervisor or a higher level TSA management official in the employee's chain of supervision, with a written advance notice to the other party. Continued telework participation is subject to managerial discretion, in the same manner as the initial approval to telework, and may be terminated by either the employee or management.

1. When terminating telework agreements, a minimum two-week (14 calendar days) advance notice should be given to the other party, unless exigent circumstances exist and advance notice is not feasible.
2. Termination of telework agreements are documented on TSA Form 1120. If termination is management-initiated:
 - (a) Reasons for termination must be documented on the termination section of the approved telework agreement.
 - (b) Telework agreements may be terminated for business/operational reasons, a failure on the part of the employee to maintain the terms and conditions of their telework agreement, or other changes affecting the employee's continued eligibility.
 - (c) When deciding to terminate a telework agreement, a manager should be able to document and demonstrate that:
 - i. The employee's teleworking directly and negatively impacts the employee's performance or the performance of the work group/organization.
 - ii. Continuation of telework will interfere with remediation of the standards such as the employee's ability to attain or return to a fully successful performance level.
 - iii. The employee's conduct violates the requirements established in the TSA policy, resulting in ineligibility for telework.
 - (d) As a general rule, supervisors and employees should be communicating performance expectations, evaluating work requirements, measuring performance and providing feedback on an on-going basis. As such, when performance or conduct issues arise that may potentially result in the termination of the telework agreement, the supervisor should document their observations and address employee performance or conduct issues with the employee, prior to notice of termination of telework agreement.

F. Denial/Termination and Appeals

Employees who believe their request or agreement was wrongfully denied or terminated and

wish to appeal management's decision can do so using the applicable administrative grievance/appeals procedure. See [Human Capital Management Policy \(HCM\) 771-4, National Resolution Center](#).

G. Official Worksite Determination for Teleworkers

1. The official worksite for employees who are scheduled to physically report to the regular worksite, at least two days each pay period, on a regular, recurring basis, is the regular worksite. Teleworkers are required to physically report to the regular worksite at least two days each pay period; therefore, the official worksite for teleworkers is the location of their regular worksite.
2. Temporary Exception to the Requirement to Physically Report to the Official Worksite and Worksite Designation during Temporary Arrangements:
 - (a) In certain situations, employing offices may make temporary exceptions to this requirement for employees to physically report to their regular worksite at least two days each pay period on a regular, recurring basis to designate/maintain the regular worksite as the official worksite.
 - (b) Exceptions may be appropriate for temporary situations such as:
 - i. An employee is recovering from an injury or medical condition;
 - ii. An employee is affected by an emergency situation, which temporarily prevents the employee from commuting to their regular official worksite;
 - iii. An employee has an extended approved absence from work (e.g., paid leave);
 - iv. An employee is in temporary duty travel status away from their regular worksite; or
 - v. An employee is temporarily detailed to work at a location other than a location covered by a telework agreement.
 - (c) The intent of this exception is to address certain situations where an employee resides in the commuting area of their regular worksite, but is temporarily unable to physically report to the regular worksite for reasons beyond their control. A key consideration is the need to preserve equity between the teleworkers and non-teleworkers who are working in the same area as the telework location (i.e., alternative worksite).
 - (d) While temporary exceptions may be granted in limited, temporary situations when the employee is prevented from physically reporting to their regular worksite due to reasons outside of their control (e.g., TDY, inclement weather) for employee whose primary residence is within the commuting area, exceptions are not appropriate when the employee has relocated their primary residence and can no longer be viewed as being part of the local commuting area.

- (e) Exceptions must be limited to situations in which employees are temporarily unable to physically report to the regular worksite for reasons beyond the employees' control and they are expected to physically report to the regular worksite in the near future on a regular, recurring basis at least twice each pay period.

H. Telework Equipment and Services

1. Availability of equipment and services to support telework arrangements will depend on the type and nature of officially assigned work performed by the employee and TSA's budgetary and technological constraints.
2. Program offices should comply with all applicable TSA policies covering personal property management when providing equipment for use at an alternative worksite.
3. When determining the propriety of allocating TSA funds and resources to provide telework equipment and services, the employing program offices and approving supervisors should exercise good judgment and make decisions based on work requirements and business needs.
4. If the work performed at an alternative worksite requires access to the TSA network (TSA intranet, shared drive, archived files, etc.) or working with Sensitive Personally Identifiable Information (SPII) or Sensitive Security Information (SSI), Information Technology (IT) will provide the required hardware and software to support the telework environment. The program offices' IT Points-of-Contact (POCs) will coordinate with IT for provisions of any required information technology equipment and software.
5. Program offices may purchase IT-approved printers and other peripheral equipment for use at an alternative worksite. Such purchases are funded through the program offices' business line funds and may be paid in accordance with all applicable TSA [Acquisition](#) and [Financial Management](#) policies and procedures that impact the conducting of purchases or the making of payments.

NOTE: If a new external device or computer peripheral is required to accomplish work, employees and their supervisors must request assistance from program office IT POCs. All peripherals must be IT-approved and authorized for use, including digital cameras or webcams, storage devices (such as Universal Serial Bus (USB) thumb drives or mobile hard drives), document scanners, printers, etc.

6. Employees whose alternative worksite is their residence are expected to procure/provide, at their own expense, internet service appropriate to the work effort. Generally, a persistent broadband internet connection such as cable or other broadband connection will be required to enable maximum productivity.

7. Employees continue to be responsible for safeguarding Government property while working at the alternative worksite, and are accountable for the care, security, and effective utilization of the Government property they use to perform official duties. Employees may not, under any circumstances, allow any unauthorized persons to use TSA-issued computers or to connect to the TSA network by any means. Employees may be financially liable for the property if it is stolen, damaged, lost, or destroyed as a result of negligence, improper use, or other willful actions.
8. TSA retains ownership and control of all Government-furnished IT hardware, software, and peripherals. TSA will maintain, provide support for, and repair any Government-Furnished Equipment (GFE) in the possession of employees at their alternative worksite. Employees must notify their supervisors immediately following a malfunction of GFE. When an IT issue cannot be resolved remotely, employees will bring their GFE to the appropriate TSA worksite (i.e., regular worksite or a nearby airport location). If repairs to GFE are extensive, employees may be recalled to the regular worksite or other TSA-designated worksites while the equipment is being repaired.
9. TSA will not maintain, service, or repair any personal equipment owned or operated by employees while working at alternative worksites.

I. Information Security and Privacy

Employees working at alternative worksites continue to be bound by TSA's information security policies and must comply with all applicable information protection and network security requirements when accessing TSA information and information systems. For guidance on TSA's Information Security requirements, including [TSA MD 1400.3, *Information Technology Security*](#), the associated Handbook and Technical Standards, visit the [TSA Information Assurance and Cyber Security Division \(IAD\) Policy Outreach page](#). For guidance on handling SPII, see [TSA MD 3700.4, *Handling Sensitive Personally Identifiable Information*](#) and visit the [Privacy Officer Homepage](#). For guidance on handling SSI, see [TSA MD 2810.1, *SSI Program*](#), the associated [SSI Policies and Procedures Handbook](#), and the SSI reference guide [Protecting SSI and Sensitive PII Away from the Workplace](#), and visit the [SSI Office Homepage](#). Applicable TSA information security policy requirements include, but are not limited to:

1. GFE is required when remotely accessing TSA network resources, with the exception of TSA web-based e-mail (i.e., Outlook Web Access). If using a personal computer to access TSA web-based email, a TSA-approved Personal Identity Verification (PIV) card reader is required and employees must have an up-to-date version of commercially available virus protection software installed.
2. Only Government-furnished mobile computing devices (i.e., laptops, iOS devices (iPhones and iPads), USB thumb drives, mobile hard drives) are authorized to connect to the TSA network and TSA equipment, and/or to store TSA data.

3. Removal of classified material or data from a TSA worksite is strictly prohibited. No classified information handling or processing is permitted at an alternative worksite.
4. Employees with access to records subject to the Privacy Act and other sensitive information at their alternative worksite must provide appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of the records. Information subject to the Privacy Act and sensitive data must be processed, transmitted, and stored on TSA-issued equipment in accordance with [TSA MD 1400.3, Information Technology Security](#) and the associated [TSA Information Assurance Handbook](#).
5. The use of personal computers to process or store Controlled Unclassified Information (CUI), SSI, or SPII is strictly prohibited.

NOTE: Employees should be aware of the contents of any files they access through TSA's web-based e-mail to ensure they do not inadvertently store or process CUI, SSI, or SPII on their personal equipment.

6. While working at their alternative worksite, employees must protect all TSA information and information systems hardware, software, and telecommunications equipment from improper and unintentional disclosure, theft, or damage.
7. Employees must immediately report any suspected cybersecurity incident involving the theft, loss, or unauthorized disclosure of information or an information system device to their supervisor and the TSA Single Point-of-Contact (SPOC): 1-800-253-8571.
8. Telework-related information protection and network security requirements are subject to the provisions of all applicable TSA information security policies. Nothing in this guidance supersedes or modifies the information protection and network security requirements stipulated in TSA's information security policies.

J. Telework and COOP Integration

1. Telework is an integral part of TSA's plans for continuing operations during all emergency events, including pandemic health crises, localized acts of nature, accidents, technology-related emergencies, and natural or man-made disasters.
2. While continuity of mission-essential functions (MEFs) is the focus of COOP preparations, the ability to mobilize the workforce to conduct work at their alternative worksite during emergency events may allow continuity of more functions than just MEFs.
3. To maintain a viable, telework-ready workforce that can be mobilized to maximize government operations during emergencies, telework-eligible employees should be

encouraged to enter into telework agreements and allowed to telework with some frequency under non-emergency circumstances. The ability to practice telework on a regular basis is critical for preparing employees to effectively telework during emergency situations.

NOTE: This, however, does not mean that management can or should compel employees to sign telework agreements and participate in telework. Telework participation is voluntary.

4. In the event of an ordered evacuation, employees, regardless of their telework status, are subject to the provisions of [TSA MD 1100.61-6, *Emergency Evacuation Administrative Procedures*](#).
5. At various alert levels of a pandemic health crisis, management may use telework as a social distancing strategy to the maximum extent possible.
6. Emergency-designated employees or COOP essential/Emergency Relocation Group members are subject to terms and conditions of their designation and the requirements of their position. Nothing in this guidance supersedes or modifies the requirements of such designation. See [TSA MD 1100.61-1, *Dismissals and Closures*](#), for the list of emergency employee positions.
7. In certain emergency events, if deemed necessary for continuity of operations purposes, TSA may authorize telework for employees in positions that under normal circumstances fail to meet eligibility criteria for telework. During any period that TSA is operating under a continuity of operations plan, that plan supersedes this directive.

K. Personal Preparedness Plans

Employees are responsible for maintaining a safe work environment while they are working at their alternative worksite. As part of maintaining a safe work environment, employees should prepare personal preparedness plans for their alternative worksite following the guidance available at www.ready.gov. The plan should include emergency contact information, an emergency kit, and plans for emergency situations which may impact the alternative worksite.

NOTE: Employees are not required to submit any documentation of their personal preparedness plans.

L. Dismissal and Closure Procedures for Non-Emergency Employees

1. Emergency-designated employees must follow the requirements of their emergency employee designation.

2. All employees covered by telework agreements are required to work from their alternative worksite when the regular worksite is closed due to an emergency, unless otherwise directed by their supervisor or a higher level management official in their chain of supervision. The closure may be due to inclement weather or other emergencies affecting a geographic area, such as when the Office of Personnel Management (OPM) announces a closure of all Federal offices in the Washington, DC metropolitan area or a building-specific emergency leading to closure of all or part of a TSA worksite.
3. Employees must follow the policy and procedures outlined in [TSA MD 1100.61-1, *Dismissals and Closures*](#) for guidance on delayed arrivals, dismissals and closures for emergency and non-emergency employees in the event of severe weather events or other emergencies.
4. When emergency dismissal or closure procedures are in effect at the employees' regular worksite on a day they were previously scheduled to telework, they will continue to work their regular tours of duty at their alternative worksite. Employees must work the entire day, request personal leave, or a combination of both.
5. When emergency dismissal or closure procedures are in effect at the employees' regular worksite on a day they were previously scheduled to be on-site at the regular worksite:
 - (a) If the operating status announces *Unscheduled Telework* as an option, the telework-ready employee may exercise the option to perform unscheduled telework. Employees exercising the option for unscheduled telework must notify their supervisor of their intent to use the unscheduled telework option. Unless otherwise directed by management, employees should follow their office's established procedures to report their intention to exercise the unscheduled telework option.
 - (b) If the operation status announces *Closure of Federal Offices*, telework-ready employees are required to work their workday at their alternative worksite, request appropriate personal leave, or a combination of both.

NOTE: Non-emergency employees who are not telework program participants will be granted weather and safety leave when Federal offices are closed due to emergency dismissal and closure procedures.

- (c) To be telework-ready means that the employees have a telework agreement in place, and are prepared with sufficient work and any necessary equipment and technology to perform work at their alternative worksite during their scheduled tour of duty. For employees who have a telework agreement in place but do not have sufficient work to account for a full work day, supervisors may approve telework for the hours such employees are expected to perform work and approve unscheduled leave to account for the remainder of their tour of duty

6. There may be occasions when an employee may be unable to work due to disruption to their alternative worksite (e.g., electricity, infrastructure, or connectivity issues) due to severe weather conditions or other emergency situations or other factors that prevent the employee from working successfully. When that occurs, employees should immediately notify their supervisors. In such circumstances, supervisors have the option to direct the employee to report to their regular worksite, if the regular worksite is open, or approve personal leave or authorize weather and safety leave on a case-by-case basis, as appropriate. As a general rule, teleworkers may not receive weather and safety leave, except in certain limited circumstances. The authority to grant weather and safety leave in certain circumstances must be exercised in compliance with [TSA MD 1100.61-1, *Dismissals and Closures*](#) and the accompanying [Handbook](#).
 - (a) While the supervisors have the option to direct the employees to report to their regular worksite, if the regular worksite is open, they should consider whether it is feasible and practical for the employee to report to the regular worksite given the time remaining in their workday and the travel time to the regular worksite. Generally, if there are less than 4 hours remaining in the employee's workday, that employee will not be required to report to the regular worksite.
 - (a) When the alternative worksite disruption is unexpected and beyond the employee's control (e.g., power outages affecting a geographic area due to severe weather conditions) and it is not feasible or practical to have the employee report to the regular worksite, supervisors may consider granting weather and safety leave in accordance with the [TSA MD 1100.61-1](#).
 - (b) If employees are directed to report to the regular worksite, employees may request and the supervisors may approve the use of personal leave.
 - (c) In the absence of approved leave, employees directed to report to the regular worksite may be charged absent without leave (AWOL) if they fail to report.
7. While employees are expected to have dependent care arrangements in place while teleworking or take appropriate personal leave to care for dependents, in certain unplanned, temporary situations, supervisors may, at their discretion, grant exceptions. For example, on an unscheduled telework day in which schools are closed, back-up dependent care may not be readily available on short notice. In those instances, as appropriate, a combination of personal leave and telework may be approved to account for the full workday. Supervisors may permit telework-ready employees to telework some portion of the day that they are able to work uninterrupted by caregiving responsibilities and approve personal leave for the periods of time that they are engaged in caregiving responsibilities. This does not mean that employees are entitled to telework under these circumstances. This section clarifies that supervisors have the discretion to permit employees to telework, based on the employee's ability to accomplish work when the supervisor believes it is in the best interest of Government to do so. See [Section L](#),

Telework and Dependent Care, for guidance on the appropriate use of telework as a flexibility to support employee efforts to manage work and dependent care needs.

8. Extended emergencies and national security situations: For situations that involve closures due to national security, extended emergencies, or other unique situations, management will issue specific instructions to all employees, including those who are working under a telework agreement. However, unless otherwise directed, employees covered by telework agreements are expected to perform work during their regular tours of duty at their alternative worksite.
9. Communication:
 - (a) Supervisors should discuss potential emergency scenarios with employees covered by telework agreements to ensure that they are prepared to be telework-ready when emergency dismissal and closure procedures are in effect.
 - (b) Communication between employees and their supervisors is critical to ensure that expectations around work requirements during emergencies are shared and clearly understood. Both parties should communicate on an ongoing basis and in advance of any foreseeable emergencies to prepare and position the employee to be telework-ready in the event of emergency dismissals or closures to the maximum extent feasible.
 - (c) Employees and supervisors share mutual responsibility for preparing telework-covered employees to be telework-ready, in order to maximize Government operations during emergencies.
 - (d) In order for telework-covered employees to be prepared and positioned to telework effectively (i.e., have the skills and tools to be productive while teleworking) during emergencies, it is critical that telework-covered employees practice telework and test telework capacity during normal operations. To that end, employees covered by situational telework agreements should be encouraged to telework on an ad-hoc basis to the extent feasible.

M. Telework and Dependent Care

The guidance in this section is intended to highlight the possible application of telework as a workplace flexibility for employees with dependent care responsibilities. As with all telework requests, approval is subject to managerial discretion and the requirements of this directive and all applicable TSA policies.

1. The presence of a dependent at the employee's alternative worksite is not an absolute bar on telework, and the supervisors may consider the employee's ability to perform work and the potential benefit to the Government to inform telework approval decisions.

2. Used appropriately, telework, along with other workplace flexibilities, can facilitate the management of work and dependent care. However, telework is not meant to be a substitute for dependent care. Employees may not telework with the intent of, or for the sole purpose of, meeting their dependent care responsibilities while performing official duties.
3. While performing official duties, employees with caregiving responsibilities are expected to have dependent care arrangements (e.g., childcare, eldercare) in place when teleworking from an approved alternative worksite, just as they would if they were working in the office.
4. Telework may be used in combination with personal leave (e.g., annual leave, sick leave, etc.) and other workplace flexibilities (e.g., flexible work schedule), as appropriate, to account for a full work day.
5. In-Home Dependent Care Arrangements
 - (a) Employees with in-home dependent care arrangement must ensure that they are not engaging in dependent care activities while performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, teleworkers must be careful to keep interruptions to a minimum to avoid disruptions in work accomplishment.
 - (b) In the event the level of care needed for a dependent prevents or significantly disrupts work accomplishment, teleworkers should notify their supervisors as soon as possible about the situation preventing them from continuing work. Teleworkers should then request approval for appropriate leave while performing dependent care responsibilities.
 - (c) Teleworkers with in-home dependent care arrangements are reminded that all workplace policies remain in place, including work schedules, rules regarding time and attendance, and employee expectations concerning performance and conduct.

6. Temporary Exceptions

- (a) While teleworkers are expected to have dependent care arrangements in place when teleworking from an approved alternative worksite, there may be unplanned or temporary circumstances when telework may be an appropriate short-term workplace flexibility for employees with caregiving responsibilities.

Example 1: On a day emergency dismissal and closure procedures are in effect with the option for unscheduled telework and the schools are closed due to inclement weather conditions, an otherwise telework-ready employee may be unable to find a dependent care provider for the day, on short notice. Where, in their opinion, it has the potential to benefit TSA, supervisors have the discretion to permit an employee to

work some portion of the day, when the employee can accomplish at least some part of their official duties from home when dependents are present and there is no back-up dependent care arrangement.

Example 2: At various alert levels of a pandemic health crisis, access to dependent care may be limited and schools may deliver curriculum in on-line or blended (combination of in-person and on-line) format as a social distancing strategy, resulting in dependents being home while employees are teleworking. Supervisors should exercise maximum flexibility to allow employees to balance their work and dependent care responsibilities.

- (b) When making a determination about telework eligibility when an employee will be caring for a dependent, the focus should remain on the work and the ability of the employee to perform official duties without interruption for specified periods of time, not on the proximity of the child/adult dependent. Decisions should be made on a case-by-case basis.
- (c) These short-term, temporary circumstances should represent the exception and not the rule.

N. Leave, Work Schedules, and Compensation

1. TSA employees continues to be bound by TSA standards of conduct and all applicable TSA policies while working at the alternative worksite, including procedures for requesting leave and scheduling work.
2. Employees requesting leave while working at their alternative worksite must follow the established office procedures for requesting and obtaining approval of leave.
3. Work schedules may parallel those in the regular worksite or be specific to the telework arrangement. The process of establishing telework schedules should be sufficiently flexible to allow periodic work schedule adjustments, when appropriate, to achieve optimal scheduling to suit employee and organizational requirements. However, work schedules at the alternative worksite must adhere to all TSA policies that cover hours of duty/work.
4. Participation in a telework agreement does not preclude employees from participating in alternative work schedules, or vice versa.
5. Premium pay provisions that apply to work at the regular worksite also apply to employees who telework. Unless specifically ordered and approved by the supervisor or other authorized management official in advance of the work being performed, employees may not work overtime. Performing overtime work without prior supervisory approval may be cause for administrative/disciplinary actions and/or termination of the

telework agreement. In addition, TSA is not obligated to approve premium pay for exempt employees who, on their own volition, start or remain on duty beyond their normal daily or weekly tours of duty.

O. Official Duties

Unless otherwise directed, employees must perform only official duties at the alternative worksite. Employees must not conduct personal business (e.g., making home repairs, etc.) while in official duty status at the alternative worksite.

P. Time and Attendance

Hours worked at the alternative worksite must be recorded in WebTA as telework (not regular hours). For guidance on recording telework hours in WebTA, visit the [TSA Telework Program Page](#).

Q. Performance Management and Communication

1. Supervisors should clearly communicate performance expectations and give regular feedback on work progress, and hold employees accountable for their performance results, in accordance with the [TSA MD 1100.43-3, *Employee Performance Management Program*](#), regardless of where the work is being performed.
2. Good performance management practices can help supervisors ensure transparency and fairness in the decisions about telework approval and continued participation, as well as help mitigate potential concerns a supervisor may have about employee performance and productivity while teleworking.
3. Performance standards and performance management practices for employees participating in telework and those who do not participate in telework must be the same and consistent with TSA's performance management system. There can be no differences in employee standards or accountability for performance between teleworkers and non-teleworkers. However, this does not mean that supervisors cannot be flexible and tailor their management style and practices based on the work environment and the individual needs of the employee.
4. Employees and supervisors should collaborate to ensure that telework does not diminish the productivity of participating employees or their co-workers, or the quality of customer service. To that end, supervisors should clearly communicate their expectations of employee performance and accountability while employees are teleworking.
5. Supervisors will clarify with participating employees their respective assumptions and expectations regarding how work will be accomplished and managed in a telework environment. Communication regarding work expectations should occur prior to

establishing telework agreements and on an on-going basis after employees begin telework. Some general issues to address include, but are not limited to:

- (a) Expected frequency and preferred method (i.e., phone, email, video, instant messenger, etc.) for communicating with the supervisor, co-workers, and customers.
- (b) Reasonable expectations regarding the employees' response time to supervisor inquiries or tasks.
- (c) Expected frequency and the manner in which the employees will apprise the supervisor of their work progress/status.
- (d) Types of situations (e.g., meetings, on-site events, etc.) in which the employees will be expected to physically report to the regular worksite to perform work.
- (e) Strategies for ensuring that the employees are included in office activities, meetings and work assignments, especially in situations involving impromptu meetings or urgent/unplanned tasks during which employees who are not physically present may be overlooked.

R. Workspace/ Workstation Sharing

Employees may be required to share workspaces or workstations when working at the regular worksite. Workspace or workstation sharing arrangements may involve multiple employees sharing one office/cubicle by coordinating the days each employee is onsite at the regular worksite. In other instances, employees may be required to use unassigned workstations set aside for shared use while they are working at the regular worksite.

S. Recall to The Regular Worksite

1. Supervisors may recall employees (i.e., direct employees to report to the regular worksite or another work location) on their scheduled telework days, based on business/operational needs (e.g., meetings, on-site events, etc.). To the extent practicable, supervisors will provide reasonable notice prior to requiring employees to report to the regular worksite on a day employees are scheduled to telework.
2. Generally, a minimum 24-hour notice will be given; however, exceptions for a shorter notification period may be appropriate in certain unforeseen circumstances.
3. When employees are recalled to the regular worksite on a day they are scheduled to telework, supervisors may, but are not required to, grant employee requests to telework on an alternative day within the same pay period.

4. Prior to establishing a telework agreement, employees and their supervisors should discuss their expectations regarding recalls to the regular worksite (e.g. amount of notice, whether or not requests to telework on an alternative day will be accommodated, etc.).

T. Alternative Worksite

1. The alternative worksites must be approved by the supervisor. When approving the alternative worksites, the supervisors should keep in mind that they are approving the official work of TSA to be conducted at a TSA-approved location.
2. Supervisors may approve more than one alternative worksite for an employee, as appropriate. All approved alternative worksites must be documented in the TSA form 1120 and the employee must complete the TSA form 2413 (required if the alternative worksite is the employee's residence) for each alternative worksite.
3. Based on the information provided by the employee, supervisors should be able to reasonably affirm that the alternative worksite conforms with safety standards, and the employee is able to properly safeguard information security and privacy and GFE, and the work environment is adequate to support the work effort, including internet connectivity.
4. TSA may inspect employees' alternative worksites during their normal working hours to ensure proper maintenance of GFE and conformance with safety standards, and/or to investigate reported accidents/injuries, as appropriate.
5. Employees are covered by the Federal Employees' Compensation Act (5 U.S.C. §8101) for continuation of pay or worker's compensation for on-the-job injury or occupational illnesses sustained in the course of performing official duties at the alternative worksite. See [TSA MD 1100.00-6, *Workers' Compensation Program*](#).
6. Employees must notify their supervisors immediately of any on-the-job injury or occupational illness that occurs at the alternative worksite and complete any required forms.
7. TSA Management will investigate reported accidents and/or injuries, including inspection of the alternative worksite, as appropriate.
8. The alternative worksites identified in the telework agreements are the only TSA approved site from which an employee is authorized to perform telework. Employees must report any planned alternative worksite location changes, temporary or permanent (i.e., change in their place of residence) to their supervisor for approval. Teleworking from an unapproved location may be cause for administrative/disciplinary actions and/or termination of the telework agreement.

Employees whose approved alternative worksite is their residence must designate a room or space within their residence that is suitable for performing work, and provide a brief description of the designated work area in the telework agreement. Employees are responsible for providing any furniture (e.g., desks, chairs, desk accessories, etc.) they require for their designated work area. TSA will not furnish employees' alternative worksite.

9. Employees are responsible for ensuring that a proper work environment is maintained and personal disruptions such as non-business personal calls and visitors are kept to a minimum.
10. Employees are responsible for maintaining a safe work environment while working at the alternative worksite. Employees must use [TSA Form 2413, *Alternative Worksite Safety Checklist*](#), to assess the overall safety of the alternative worksite, and self-certify that the alternative worksite is safe, prior to commencing telework. For additional guidance on occupational safety, see [TSA MD 2400.1, *Occupational Safety and Health Program*](#) and [TSA Occupational Safety and Health Manual, Chapter 15, *Ergonomics, Appendix B*](#).
11. TSA is not responsible for any operating costs that are associated with using their residence as their alternative worksite, e.g., home maintenance, insurance, utilities, etc.
12. TSA is not liable for damages to employees' personal or real property while employees are working at the alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act.

U. Transit Benefits Program

Employees participating in the transit benefits program must adjust their benefits to reflect their commute by completing a [TSA Form 205, *SmartBenefits Application and Adjustment Request*](#). Headquarters employees should submit the completed form to the Transit and Parking Office. Employees assigned to field locations should submit the completed form to their local Transportation Benefit Program Coordinator.

V. Reporting and Program Evaluation Requirements

Program offices must comply with the TSA Telework Program Manager's requests for telework data and requirements for metrics to assess impact and benefits of telework programs.

W. Tax Implications

Employees are responsible for researching any tax implications associated with teleworking, the use of home office, and applicable state tax regulations. For specific information about the tax implications of telework, employees should consult with a qualified tax preparer.

Appendix A: Telework Guiding Principles

Telework Guiding Principles	
1.	Telework approval decisions should be aligned with the TSA’s strategic and operational intent and emerging norms for how we work, responsive to long-term work trends.
2.	Telework is a strategic work management tool. Telework conversations should begin with the focus on the agency mission. Telework approval decisions should consider how the available tools and resources might be deployed to optimize workforce capacity. This includes the intentional use of TSA worksites, elevating the workforce experience, and leveraging technology to drive productive work practices.
3.	<p>Supervisors should make an appropriate telework eligibility determination for each new employee or position (and re-assess any previous determinations that an employee is ineligible), in accordance with this directive, and applying equitable, function-based criteria. Supervisors should similarly apply equitable, function-based criteria to determine the number of days an employee may telework. In making these determinations, supervisors should apply the following factors:</p> <ul style="list-style-type: none">(a) Determine telework eligibility for all new employees.(b) In general, treat employees performing similar functions similarly.(c) Assess workforce data on an ongoing basis to ensure that telework eligibility determinations are being made in accordance with this directive and all applicable laws fairly and equitably, and in a manner that effectively meets the TSA’s mission needs.

Appendix B: Suitability for In-Person/ Virtual Analysis

Suitability for In-Person/ Virtual Analysis	
1.	<p>Intentional Use of TSA Workspaces</p> <p>(a) <u>Inventory of critical functions and activities</u>: The process begins with conducting an inventory of the critical functions and activities of the work unit. In addition to the day-to-day routine, consider the strategies that may be deployed to foster collaboration and culture building, and to effectively respond to threats and emergencies.</p> <p>For example, the functions and activities of a work unit might fall in the following categories: front-line security, classified work, threat and emergency response, collaboration and culture-building, onboarding new staff, alignment meetings, customer needs, innovation and creativity, projects and engagement kick-off, etc.</p> <p>(b) <u>Determine what activities TSA workspaces will be used for</u>: Reviewing the inventory of critical functions and activities, each work unit should identify the functions or activities that require the use of a TSA workspace for in-person contact or collaboration for optimal productivity. Consider that some functions and activities must be performed in person due to security or work requirements, while some may be performed 100% virtually.</p> <p>For example, front-line security or classified work will require the employee’s presence on-site at a TSA workspace when performing those activities. For some activities, the requirement may be situation dependent. For example, customer needs may require in-person presence for unique situations, but not for routine day-to-day services.</p>

(c) Generate a list of functions and activities that may require in-person presence and to what extent in-person presence is necessary. Provided below is a sample based on the list of function and activities listed in the above example (1.b.). This is not intended to be an all-inclusive list or prescriptive.

Sample

Functions/ Activities	In-person/ Virtual
Front-line security	In-person only
Classified work	In-person only (subject to information security protocol)
Threat and emergency response	In-person optimal
Onboarding new staff	In-person subject to the maturity of the team (For a high-performing team with an established team culture, there may be less need for in-person contact).
Projects and engagement kick-off	In-person, situation depending. Depending on the nature and scope of the project and engagement, in-person kick-off may be optimal.
Collaboration and culture building	In-person, situation dependent. Occasional in-person contact may augment trust building and strengthen team cohesion.
Innovation and creativity	In-person, situation dependent. In-person meetings may be optimal for co-creating transformational/innovative solutions, but less so when individual subject matter contributions are discrete and distinct.
Alignment/staff meetings	In-person, situation dependent. Occasional in-person meetings may be optimal for alignment of values and to foster connection to TSA and the work unit, etc.
Customer needs	In-person, situation dependent. Occasional in-person contact may be optimal for unique customer needs, but less so for routine, day-to-day service needs.

2. Workforce Experience

(a) Maximize capabilities and capacity: The flexibility to choose how and where work gets done has the potential to elevate the experience of the workforce, and as a result enhance employee engagement and drive productivity. This type of flexibility also expands TSA’s access to and inclusion of a diverse talent pool. These potential gains should be considered when determining how and where work will get done.

	<p>(b) <u>Employee/ work team preference</u>: Work units should consider the extent to which each employee prefers to work on-site at a TSA worksite versus virtually, and explore the combination of an in-person and virtual collaboration that is optimal for the work unit dynamics, current and anticipated mission requirements, and the ability to effectively and efficiently serve their internal and external customers.</p> <p>(c) <u>Employee attributes</u>: While the employee and work team preference should be considered, it is the responsibility of the management to accurately assess the skills and abilities of their employees and adapt their management style to meet the developmental need of each employee and manage their performance accordingly. Supervisors should consider the extent to which closer, in-person supervision and exposure to the TSA workplace experience might be valuable or necessary for development for each employee based on the employee’s experience, performance and conduct.</p>
3.	Leverage Technology
	<p>(a) With advancements in technology and digital connectivity, work units are less reliant on the use of TSA workspace to accomplish individual work or for collaborative interactions. Work units should leverage the existing technology and tools (and the individual employee’s proficiency in using those resources effectively) when considering to what extent certain activities may be effectively and efficiently performed in a virtual environment.</p>
	<p>(b) Over time, technology will continue to advance, and employee adaptation to and proficiency in the use of deployed technology and tools will improve; as such, the process of leveraging technology should be a fluid and on-going process.</p>

Appendix C: Optimal Telework Frequency and Schedule

Optimal Telework Frequency and Schedule	
<p>When reviewing individual telework requests, supervisors may consider the extent to which on-site presence may be required for individual and work unit success. The optimal configuration and frequency of telework schedules may vary for each work unit, and may shift intermittently or for sustained periods, subject to internal and external influences, (e.g., onboarding of new employees or turnover of existing staff, implementation of new initiatives or technology, etc.). This is not a static, one-time decision, and employees and managers must remain flexible. When establishing a telework schedule (e.g., when and how many days), supervisors may consider the following:</p>	
1.	Does the employee’s performance or conduct warrant closer supervisory direction than telework, or teleworking at the frequency/schedule requested, provides?
2.	Is the employee willing and able to accomplish work without diminished performance in their ability to complete assignments, meet deadlines, and deliver quality products while teleworking or teleworking at the frequency/schedule requested?
3.	Can the work expectations be clearly communicated and managed in the telework environment while teleworking or teleworking at the frequency/schedule requested? For employees in supervisory positions, their supervisory duties and their ability to manage staff’s work in the telework environment may be considered.
4.	Can the communication, teamwork, and work relationships necessary for the work unit performance be maintained while teleworking or teleworking at the frequency/schedule requested? For example, if in-person contact or collaboration is required, can it be scheduled around the telework schedule?
5.	Can the employee’s responsiveness and availability for customers be maintained at the appropriate level while the employee is teleworking or teleworking at the frequency/schedule requested?
6.	Can the appropriate level of office coverage, if required, be maintained while the employee is teleworking or teleworking at the frequency/schedule requested? For example, if there a need for on-site coverage, given the current staffing level, can the appropriate level of coverage be maintained?
7.	Does the employee have access to, and is the employee proficient in the use of, the necessary technology and tools at the alternative worksite to perform successfully while teleworking or teleworking at the frequency/schedule requested?

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8.	Does the requested telework frequency/schedule provide the appropriate level of access to/ use of on-site resources required? If not, to what extent and could it be limited or managed effectively around the telework schedule?
9.	Does the requested telework frequency/schedule allow for the appropriate level of collaboration and innovation for desired productivity and work culture?
10.	Does the requested telework frequency/schedule allow telework opportunities to be offered equitably?

Appendix D: Employee Eligibility

Employee Eligibility		
If you say YES to any of these questions, the employee is not eligible to be considered for telework.		Y/N
1.	Has the employee been officially disciplined for unapproved absences charged as absent without leave for more than five workdays in any calendar year?	
2.	Has the employee been disciplined for viewing, downloading, or exchanging pornography on a Government computer, or while performing Federal Government duties?	
3.	Was the employee's performance rating of record 'unacceptable' during the past 12 months? For employees who have been employed with TSA for less than 12 months, supervisors may consider their performance to date.	
4.	Has the employee's conduct resulted in an adverse or disciplinary action within the past 12 months?	
5.	Are there unresolved issues pertaining to their fitness for Federal employment or eligibility to obtain a security clearance or occupy National Security positions?	
6.	<p><u>Optional consideration:</u></p> <p>For recently assigned or newly-appointed employees who may require closer supervision, supervisors may determine the length of time, if any, during which those employees may be deemed ineligible for telework.</p> <p>For example, a newly hired employee may benefit from closer supervision and on-site experience to learn and become acclimated to the culture and the workplace dynamics, whereas an employee who is reassigned to another position within the same organization and/or to a similar function may not need as much on-site experience before they start teleworking.</p>	

Appendix E: Alternative Worksite Considerations

Alternative Worksite Considerations	
The alternative worksite that is identified in the telework agreement is the only place TSA has approved the employee to perform telework.	
1.	Based on the information provided by the employee, can the supervisor reasonably affirm that the alternative worksite conforms with safety standards?
2.	Based on the information provided by the employee, can the supervisor reasonably affirm that the proposed alternative worksite is adequate for properly safeguarding information security and privacy and GFE?
3.	Does the employee have internet connectivity appropriate to the work effort? Generally, a persistent broad band is required.
4.	<p>Is the alternative worksite within or outside a reasonable commuting area?</p> <p>If the alternative worksite is outside the reasonable commuting area of their regular worksite, supervisors may consider its proximity to the regular worksite, and how the arrangement might affect the work unit’s ability to be flexible and responsive to emerging work demands, distribute telework opportunities equitably, recall the employee and/or adjust telework schedules, as needed.</p> <p>Things to consider:</p> <p>(a) What constitutes a “reasonable commuting area,” is not defined in set mileage, but consider that absent a telework agreement, the employee must be able to physically report to the regular worksite for their regular tour of duty.</p> <p>(b) Telework schedules are subject to change ad-hoc or for sustained periods. Depending on the location of the alternative worksite, it may pose a barrier to recalling the employee to the office or modifying the telework schedules as needed.</p> <p>(c) If the alternative worksite is outside the reasonable commuting area, expectations around telework schedule changes and the employee’s responsibility to physically report to the regular worksite, when instructed to so should be clearly communicated and documented.</p> <p>(d) If an employee is unable to physically report to their regular worksite on a regular, recurring basis at least two days per pay period, the official worksite must be changed to the employee’s alternative worksite.</p> <p>Temporary exceptions may be granted in limited, temporary situations when the employee is</p>

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prevented from physically reporting to their regular worksite due to reasons outside of their control (i.e., TDY, inclement weather) for employees whose primary residence is within the commuting area.

Exceptions are not appropriate when the employee has relocated their primary residence and can no longer be viewed as being part of the local commuting area. As such, supervisors should consider the sustainability of the telework arrangement and the potential short-term and long-term impact, and address those issues with the employee, prior to approving the arrangement.

TELEWORK PROGRAM



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October 2022

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COMDTINST 5330.4A
27 OCT 2022

COMMANDANT INSTRUCTION 5330.4A

Subj: TELEWORK PROGRAM

- Ref:
- (a) Telework Enhancement Act of 2010, Public Law 111-292
 - (b) FY 2001 Department of Transportation and Related Agencies Appropriations Act, Section 359, Public Law 106-346
 - (c) Definitions, 5 U.S.C. § 6501(3)
 - (d) Telework Directive, Department of Homeland Security (DHS) Management Directive 123-05
 - (e) 2021 Guide to Telework and Remote Work in the Federal Government, Office of Personnel Management (OPM), dated November 2021
 - (f) Remote Work Program, COMDTINST 5330.11
 - (g) U.S. Coast Guard Civil Rights Manual, COMDTINST M5350.4 (series)
 - (h) Limited Personal Use of Government Office Equipment and Services, COMDTINST 5375.1 (series)
 - (i) U.S. Coast Guard Cybersecurity Policy, COMDTINST 5500.13 (series)
 - (j) Records & Information Management Program Roles and Responsibilities, COMDTINST 5212.12 (series)

1. PURPOSE. The Telework Program, Commandant Instruction 5330.4A establishes the Coast Guard's telework policy for eligible civilian employees and military members leveraging technology advancements to meet the demands of a dynamic work environment in accordance with References (a) through (e). This Instruction is separate from the Coast Guard Remote Work Program, COMDTINST 12630.3 (Reference (f)).
2. ACTION. All Coast Guard unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, and office chiefs of headquarters staff elements must comply with the provisions of this Instruction.
3. AUTHORIZED RELEASE. Internet release is authorized.
4. DIRECTIVES AFFECTED. The prior version of the Coast Guard Telework Program, COMDTINST 5330.4, is hereby cancelled.
5. BACKGROUND. Telework is a work arrangement where approved employees and military members work at an alternate worksite (e.g., home), but must physically report to their official Coast Guard worksite on a regular and recurring basis. Telework does not include

situations where employees and members are working in a temporary duty status (TDY) or traveling to perform work at multiple work sites. Over the years, the use of telework as a workplace tool has evolved from a rarely used arrangement to an arrangement that is relied upon when planning for continuity of operations. Unlike teleworkers, remote workers do not report to a USCG location on a regular and recurring basis. If workers cannot report to a USCG location on regular and recurring basis at least twice a pay period, they are defined as remote workers, as provided in Reference (f). While telework is a human capital tool that can be used to promote effective mission delivery and help attract, recruit, and retain a diverse workforce, it is not an employee right or entitlement. Telework must support Coast Guard operations and must not adversely affect organizational missions and functions (e.g., result in a decrease in performance or productivity, higher costs, etc.).

6. DISCLAIMER. This guidance is not a substitute for applicable legal requirements, nor is it itself a rule. It is intended to provide operational guidance of Coast Guard personnel and is not intended to, nor does it impose legally binding requirements on any party outside the Coast Guard.
7. MAJOR CHANGES. Telework is separate and distinct from remote work with differing statutory frameworks and policy implications (References (e) and (f)). As provided in this Instruction, full-time telework is no longer permitted. The Coast Guard Remote Work policy can be found in Reference (f).
8. SCOPE AND AUTHORTIES.
 - a. This Instruction applies to:
 - (1) Full and part-time, civilian employees meeting the definition of “employee” as defined in 5 U.S.C. § 2105 (Covered Employees). For bargaining unit employees, where this Instruction conflicts with a negotiated agreement, the negotiated agreement prevails. Non-appropriated fund (NAF) civilian employees are not covered by this Instruction. Questions regarding remote work for NAF employees should be directed to the Community Services Command (CG-CSC).
 - (2) Military members eligible to participate as determined by unit commanders/Headquarters office chiefs.
 - b. Commands may include or exclude selected units, categories of civilian positions and military members to meet organizational goals, missions, or needs, and set performance-based pre-requisites for individual participation, consistent with labor-management considerations. Commands are not required to grant or afford telework to all classes of individuals.
9. IMPACT ASSESSMENT. This Instruction is not expected to have any impact on existing operations. No additional resources are necessary to carry out this tasking.
10. ENVIRONMENTAL ASPECT AND IMPACT CONSIDERATIONS. The Office of Environmental Management, Commandant (CG-47) reviewed this Commandant Instruction and the general policies contained within, and determined that this policy falls under the

Department of Homeland Security (DHS) categorical exclusion A3. This Commandant Instruction will not result in any substantial change to existing environmental conditions or violation of any applicable federal, state, or local laws relating to the protection of the environment. It is the responsibility of the action proponent to evaluate all future specific actions resulting from this policy for compliance with the National Environmental Policy Act (NEPA), other applicable environmental requirements, and the U.S. Coast Guard Environmental Planning Policy, COMDTINST 5090.1 (series).

11. DISTRIBUTION. No paper distribution will be made of this Instruction. An electronic version will be located Coast Guard Directives System Library internally, and if applicable on the Internet at: www.dcms.uscg.mil/directives.
12. RECORDS MANAGEMENT CONSIDERATIONS. Records created as a result of this Instruction, regardless of format or media, must be managed in accordance with the records retention schedules located on the Records Resource Center SharePoint Online site: <https://uscg.sharepoint-mil.us/sites/cg61/CG611/SitePages/Home.aspx>.
13. DISCUSSION. Telework offers an array of benefits for operating a dynamic work environment such as:
 - a. Recruit and retain a high-quality workforce. Workers value a workplace with forward-thinking opportunities and one that supports a work/life balance. Offering telework is an essential tool to recruit and retain personnel.
 - b. Decrease commuting time. Retain valuable employees by reducing the commuting burden.
 - c. Environmental benefits. Telework arrangements reduce harmful emissions and greenhouse gases, wear and tear on transportation infrastructure, and the Coast Guard's carbon footprint.
 - d. Reasonable accommodation needs. Telework arrangements may accommodate the needs of individuals with disabilities and meet short and long-term accommodation needs.
 - e. Ensure continuity of operations. Telework arrangements help to ensure continuity of essential government functions during national or local emergencies, inclement weather, or other situations disrupting office operations.
 - f. Reduce real property costs. Sharing office spaces or workstations and parking space requirements may reduce real estate costs over time.
 - g. Improved productivity. Teleworking has the potential to improve productivity due to fewer distractions, reduced stress from avoiding the commute, and the ability to work a partial day when an employee would otherwise take an entire day off.
14. DEFINITIONS.
 - a. Telework: A management tool allowing civilian employees and military members to

work at alternate worksites. Civilian employees must physically report to their official Coast Guard worksite on a regular and recurring basis at least twice in a pay period; military members must physically report to their official Coast Guard worksite on a regular and recurring basis at least four days each month. Employees unable to meet this reporting requirement at a Coast Guard worksite are defined as remote workers in accordance with Reference (f). Before beginning telework arrangements, employees/members and their supervisors must complete telework training and sign a written agreement.

- b. Alternate worksite. Alternate worksites include:
- (1) An individual's home in a space specifically set aside as an office or work area that meets the safety and security requirements as outlined in this Instruction;
 - (2) A Coast Guard facility other than the individual's Coast Guard worksite and;
 - (3) Any other location approved by the supervisor that meets the safety and security requirements as outlined in this Instruction.
Approved locations are limited to the United States, District of Columbia, Puerto Rico, U.S. Territories, and tribal areas.
- c. Types of Telework. As provided in Reference (e), there are two types of telework:
- (1) Routine telework is where the telework hours are part of an ongoing, regular schedule (e.g., someone teleworks "every Wednesday" or "every Tuesday and Thursday").
 - (2) Situational telework is approved on a case-by-case basis, where the hours worked are *not* part of a previously approved recurring telework schedule. Examples of situational telework may include: inclement weather, partial days where an individual has a medical appointment, or special work assignments. Situational telework is sometimes referred to as episodic, intermittent, unscheduled, or ad-hoc telework.
- d. Telework Agreement: A written agreement where the terms and conditions of the telework arrangements are signed by teleworkers and supervisors. The agreement includes a statement certifying teleworkers have personal preparedness plans in the event of an emergency. Guidance on developing a preparedness plan may be found at www.ready.gov .
- e. Telework-Ready: "Telework-ready" civilian employees and military members are those with completed telework training, telework agreements, and safety and security checklists. Telework-ready civilian employees and military members must also have telework compatible duties and the necessary equipment, technology, and technical support to telework effectively.
- f. Teleworker: Civilian employees or military members participating in telework

arrangements and with a signed telework agreement. Teleworker and telework participant are used interchangeably.

- g. Official Worksite: The official worksite is the Coast Guard duty location for teleworkers where they regularly report to work.
- (1) For civilian teleworkers who must physically report at least twice in the biweekly pay period on a regular and recurring basis, the Coast Guard duty location is the official worksite (e.g., official duty station). Civilian employees who do not meet this reporting requirements are deemed remote workers and must follow the remote work guidance in Reference (f).
 - (2) For active duty and reserve military members, the official worksite is the member's permanent duty station. Reserve military members cannot telework while serving on inactive duty orders except pursuant to a unit reserve telework instruction approved by the first O-5 or above in the chain of command. Unit reserve telework instructions must be consistent with this Instruction. Notwithstanding any other policy or statute, the work schedules and telework agreements of reserve military members serving on active duty orders are subject to the active duty command to which assigned. Military members at locations distinct from their permanent duty station must be annotated as detached on the personnel allowance list and under the administrative control of a local USCG location, such members are not considered teleworkers.
- h. Remote Work: A work arrangement by which a civilian employee is scheduled to perform work at an alternate worksite within or outside the local commuting area of the official worksite and is not expected to report to the Coast Guard worksite on a regular and recurring basis at least two days each pay period. Reference (f) is the Coast Guard Remote Work policy. For the purposes of this Instruction, "full-time telework" is considered remote work, and the guidance in Reference (f) applies.
- i. Continuity of Operations (COOP): Actions taken to ensure essential organizational mission and functions will continue during emergency situations such as: localized acts of nature, accidents, public health emergencies, technological disruptions, or hostile attack. Continuity of Operations, Policy and Planning, COMDTINST 3010.15 (series) is the Coast Guard's continuity of operations policy and supersedes this Instruction in the instance of a COOP event.
15. PROGRAM REQUIREMENTS. Participation in telework arrangements is solely at the discretion on the individual supervisor and not an entitlement or right of employment or military service. Teleworking does not change employment terms and conditions. Employee and member requests to participate in telework arrangements are voluntary. Reference (a) does not obligate employees or members to participate in the telework program. Teleworkers, remote workers, and on-site workers are treated the same including, without limitation, for purposes of: (1) periodic job performance appraisals; (2) training, recognition, reassignments, promotions, reductions in grade, retention, and removal; (3) work requirements; and (4) other acts involving managerial discretion. Commanding

Officers may consider the following factors when establishing a telework program:

- a. Mission Impact. Supervisors must establish specific controls to ensure telework arrangements do not adversely affect organizational missions and functions (e.g. result in a decrease in performance or productivity, higher costs, etc.). When supervisors determine there is an adverse impact resulting from telework, the matter must be discussed with the employee/military member and, if appropriate, the telework agreements should be modified. If the adverse impact resulting from telework is not resolved, supervisors must terminate the telework arrangements, subject to fulfilling any labor-management obligations.
- b. Funding. Currently, there are no central funds to support the telework program. Commands and staffs establishing telework programs must do so within their existing resources.
- c. Telework Eligibility. Supervisors identify positions as eligible for telework, using the characteristics below, and approve requests by employees or military members to participate. Ongoing participation in telework is not automatic, and supervisors may change, modify, or terminate participation due to mission needs or other considerations. Employees or military members must self-identify their interest in telework to support their requests. Employee and military member requests must address the following areas: ability to work with minimal supervision, past and current performance and productivity, organizational and communications skills, and ability to successfully accomplish duties remotely.
 - (1) Appropriate Positions or Billets. Positions or billets that may be appropriate for telework contain the following characteristics:
 - (a) Portable work activities that teleworkers can perform effectively away from the Coast Guard worksite;
 - (b) Quantifiable or project-oriented assignments or job tasks;
 - (c) Unclassified work for which data security, including sensitive, non-classified, and Privacy Act concerns, is adequate (work involving classified data or information must take place only in a government office where adequate controls exist to protect the data);
 - (d) Necessary technology required for off-site work is available.
 - (2) Appropriate Telework Participants. Supervisors should consider the following performance factors before approving an individual's telework agreement:
 - (a) Civilian employees have attained a "Meets" or "Achieved Expectations" summary rating for current and the previous year's civilian performance appraisals.
 - (b) Military members do not have marks below a four (4) on the current and the previous year's Enlisted Employee Review or Officer Evaluation Report, and

enlisted military members have a satisfactory conduct mark for current and the previous year's Enlisted Employee Reviews.

- (c) The employee or member's agreement to comply with telework requirements.
 - (d) Employees and military members demonstrate the knowledge, skills, and ability to successfully work off-site independently.
- (3) Positions Ineligible for Telework. Employees and military members whose positions require any of the following on a daily basis are ineligible for telework:
- (a) Direct handling of secure materials determined to be inappropriate for telework.
 - (b) Performing an on-site activity that cannot be handled remotely or at an alternate worksite.
- (4) Not Eligible Under Any Circumstances. Employees and military members may not participate in telework if any of the following apply:
- (a) In accordance with Reference (a), they have been formally disciplined for being absent without leave (AWOL) for more than five (5) working days in any calendar year;
 - (b) They have been formally disciplined for viewing, downloading, or exchanging pornography on a Federal Government computer or while performing official Federal Government duties or any other inappropriate use of government property;
 - (c) They are on performance probation or have documented misconduct within the past 12 months involving a violation of the Uniform Code of Military Justice to include without limitation non-judicial punishment or conviction by military court-martial/civilian court (except for traffic violations);
 - (d) They have an unacceptable decline in performance during the rating period;
 - (e) They have an unacceptable decline in conduct. Examples of an unacceptable decline in conduct include placement on a performance improvement plan, letter of restriction or reprimand, or greater disciplinary action, within the last year.
 - (f) They do not comply with the terms of the signed telework agreement.
- d. Denial or Termination of Telework Agreements and Appeals. Telework agreements may be terminated by either the supervisor or by the teleworkers. When telework requests are denied or terminated by the supervisor, the supervisor will meet with employees/members and provide a written justification supporting the denial or termination. Written justification must be provided to the employee/member using the original telework agreement document signed by both the employee/member and the supervisor. Temporary cancelation for military members due to administrative or

mission requirements does not require written notification from supervisor. Supervisors can continue remarks on a separate sheet of paper and attach it to the telework agreement as needed. The reason provided for denial or termination should be based on participation criteria, business-related, operational needs, or both. If civilian employees appeal a denial or termination of a telework agreement, they may use the applicable administrative grievance/appeals procedure in accordance with Administrative Grievance Procedure, COMDTINST 12771.1 (series), or procedure outlined in the applicable labor agreement. Denial or termination of telework agreements for civilian employees must be provided in writing within 10 business days, and reported to Commandant (CG-122), and identify the reason for the denial or termination. Supervisors of civilian employees must consult with their servicing Commandant (CG-124) employee and labor relations specialist, in consultation with applicable collective bargaining agreement when considering termination of a telework agreement.

16. PROGRAM APPROVAL. Unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, and chiefs of Headquarters staff elements must:

- a. Establish, or update for compliance with current guidance, the overall telework program covering their respective staffs and units.
- b. Review for approval individual unit telework programs for their respective staffs and units.

17. PROGRAM ROLES AND RESPONSIBILITIES.

- a. Commandant (CG-122): CG-122 will provide telework program oversight, policy guidance and advisory services for civilian employees. CG-122 will provide training resources to management and civilian employees.
- b. Commandant (CG-133): CG-133 will provide telework program oversight, policy guidance, training resources, and advisory services for military members.
- c. Commandant (CG-124): CG-124 will facilitate employee, labor relations and performance management activities.
- d. Deputy/assistant commandants, unit commanders, commanding officers, officers-in-charge, and chiefs of Headquarters staff elements: Deputy/assistant commandants, unit commanders, commanding officers, officers-in-charge, and chiefs of Headquarters staff elements shall for their area of responsibility (AOR):
 - (1) Review for approval unit program proposals.
 - (2) Submit summary participation data to Commandant (CG-122), via the appropriate chain-of- command, upon request.
- e. Supervisors shall:
 - (1) Complete mandatory supervisory telework training in accordance with Paragraph 19(a) of this Instruction, before completing their first telework

agreement.

- (2) Prepare, approve, and retain a copy of telework agreements. Provide a copy of completed telework agreements to Commandant (CG-122) upon request.
- (3) Review telework agreements annually at the beginning of the fiscal year (1 October) or more frequently, including, but not limited to, when there is a change in supervisor, work schedule, or other impacting circumstances.
- (4) Discuss with teleworkers the assignments and tasks to be accomplished under telework arrangements.
- (5) Ensure the telework requirements provided in this Instruction are followed.
- (6) Ensure teleworkers and non-teleworkers are treated equitably, including without limitation, for purposes of periodic job performance appraisals, training, recognition, reassignments, promotions, reductions in grade, retention, and removal, work requirements, and other acts of managerial discretion.
- (7) Ensure civilian employees record telework hours performed in webTA or other appropriate electronic timekeeping system.
- (8) Address any conduct, performance management, or employee/labor relations matters in consultation with Commandant (CG-124) staff as needed.
- (9) Establish contact with employees at least once per day, or more frequently as needed.

f. Employees/members shall:

- (1) Complete mandatory employee telework training before entering into a telework agreement.
- (2) Submit the request to telework by completing the Telework Agreement (Form CG-5330) and Telework or Remote Work Self-Certification Security and Safety Security Checklist (Form CG-12630D) to their respective supervisor.
- (3) Adhere to all requirements in the signed telework agreement.
- (4) Provide and pay for home high-speed internet access, phone service, printer, office supplies and any other equipment that the employee wants to use for the telework worksite.
- (5) Military members must report to PDS for urinalysis or random drug testing, as directed.
- (6) Establish contact with supervisors at least once per day, or more frequently as needed.

18. PROGRAM TERMINATION. Any individual or organization's ability to participate

in a telework program may be terminated by the immediate supervisor, seniors in the chain-of-command, or by Commandant (DCMS) as Commanding Officer of Headquarters, in accordance with any applicable labor-management obligations, if determined the agreements:

- a. Do not support mission needs,
- b. Are counter to public service requirements,
- c. Threaten the security of Coast Guard data, information, or equipment,
- d. Are likely to increase long-term costs,
- e. Misconduct or performance-related issues, or
- f. Create other adverse work-related situations.

19. PROGRAM REQUIREMENTS.

- a. Training. In accordance with References (a) through (e), supervisors, employees, and military members must complete mandatory training before entering into a telework agreement. The completion of training is intended to ensure both teleworkers and supervisors of teleworkers are familiar with relevant policies and appropriate practices associated with telework. Mandatory employee and supervisory training is available on the CG Portal Learning Management System (LMS) at the following link: <https://elearning.uscg.mil/>. Additional voluntary training resources are available on the LMS Skillport portal: <https://uscg.skillport.com/skillportfe/main.action>, search “telework.” Where negotiated agreements for telework exist, both supervisors and employees must follow the terms of the negotiated agreements.
- b. Telework Agreements. Each employee/member in a telework arrangement and their immediate supervisor must sign and maintain a written agreement in accordance with records retention schedules. Telework agreements shall not be signed until military members travel and physically report to their permanent duty station (PDS). Telework agreements must be reviewed by the supervisor annually on or before the beginning of the fiscal year (1 October), or more frequently as needed. New telework agreements must be completed and signed by employees and supervisors if there are changes in supervision, work schedules, or other relevant circumstances except where covered by a negotiated agreement, telework agreements in effect before the date of this Instruction must be updated within 90 days of this Instruction’s promulgation.
- c. Work Schedules. Teleworkers must perform scheduled work either in their Coast Guard worksites or at approved telework locations. Teleworkers may also participate in an alternative work schedule under Alternative Work Schedules (AWS) for Coast Guard Civilian and Military Members, COMDTINST 5330.10 (series). Supervisors should review work schedules periodically to ensure the work schedules are consistent with employee and organizational requirements and approve absences from either the Coast Guard worksite or telework location. Supervisors have the authority to require

employees to physically report to their Coast Guard worksite if the employee's presence is necessary. Supervisors should provide a reasonable amount of advance notice when requiring employees to report to the Coast Guard worksite. Civilian employee shall use leave in accordance with normal procedure for situations requiring absence from work, such as medical appointments, home repairs, or other situations requiring absence from work.

- d. Unscheduled Telework. Unscheduled telework is an option that allows employees/members to telework from home or a nearby alternative location, when severe weather conditions or other circumstances disrupt commuting. Commands are encouraged to establish "ad-hoc" telework arrangements for employees/members who can telework but typically do not. Unscheduled telework is a form of situational telework as described in Paragraph 14.c. above. Situational teleworkers must have written telework agreements in place.
- e. Office Operating Status. To support continuity of operations during emergency situations, teleworkers are expected to continue working during announcements of office closure, arrival delay, or early dismissal (e.g., due to weather or safety). In accordance with OPM Governmentwide Dismissal and Closure Procedures, weather and safety leave will not be provided to teleworkers who are able to work safely at their alternate worksite. When the office is closed and the telework site is impacted by the emergency, supervisors may exercise their authority to grant excused absence to that affected teleworker on a case-by-case basis (e.g., when power outages or network connection problems prevent telework). In the event of a closure, teleworkers must contact their supervisors to request leave and properly document their status in webTA or other appropriate timekeeping system. Employees/members teleworking within their regular tour of duty during periods of office closures, arrival delays, or early dismissals cannot receive overtime pay, credit hours, or compensatory time.
 - (1) Office Open. Teleworkers are expected to begin telework in accordance with an agreed upon work schedule. Situational teleworkers may request unscheduled leave or unscheduled telework.
 - (2) Office Closure. Teleworkers, including telework-ready employees and military members, are required to telework during office closures or request unscheduled leave, or perform a combination of both for the entire workday.
 - (3) Delayed Arrival (with option for unscheduled leave or unscheduled telework). Teleworkers, including telework-ready employees and military members are not authorized delayed arrival.
 - (4) Early Departure. Teleworkers, including telework-ready employees and military members, who are already performing telework are not authorized early departure.
- f. Reporting Requirement.
 - (1) Civilian Employees. Civilian employees must report physically to their Coast Guard worksite location at least two days per biweekly pay period on a regular and recurring basis to maintain their entitlement to the locality pay of their Coast Guard worksite (i.e., duty location). Employees who do not meet this reporting

requirement are deemed remote workers and must follow the guidance provided in Reference (f). Employees and supervisors considering a remote work agreement must discuss with their servicing HR Specialist the impacts of such an arrangement.

- (a) Temporary Exceptions to the Reporting Requirement. In accordance with Reference (g), an employee may be permitted to telework without returning to the office twice per pay period in a situation where an employee is temporarily recovering from an injury or other medical condition but is expected to return to a normal telework schedule upon recovery. Other temporary situations may be: a severe weather emergency or pandemic health crisis, an extended period of approved absence (e.g., paid leave), or a period of temporary duty travel status or detail to work location other than the location covered by the telework agreement.
- (2) Military members. Military members must physically report to their official Coast Guard worksite on a regular and recurring basis at least four days each month. A personnel allowance amendment is required when the change of official worksite results in a change to pay entitlements. Supervisors must submit a personnel reprogramming request that identifies the new detached duty location of the position to Commandant (CG-833), in accordance with the Personnel Resources and Reprogramming Manual, COMDTINST M5312.13 (series).
- g. Time and Attendance (Civilian Employees). Supervisors and employees must correctly report time and attendance documenting telework schedules and absences. Supervisors may visit the employee's alternate worksite (at a pre-arranged time), establish contact, determine reasonableness of work output for the time expended, or use other appropriate certification methods when carrying out time and attendance monitoring. Guidance to record telework schedules in webTA can be found at the following link:
<https://www.dcms.uscg.mil/Portals/10/CG-1/cg12/docs/pdf/How%20to%20Code%20Telework%20in%20WebTA.pdf?ver=2020-04-02-112704-543>
- h. Home Office Workspace. Teleworkers must designate a space for work at home and be able to communicate effectively with the office or customers. The Coast Guard will not provide home office furnishings, except in the case of reasonable accommodation as outlined in Paragraph 19.j below. Teleworkers must ensure their workspaces meet health, safety, building code, physical security, and other requirements. Supervisors shall deny employees the opportunity to participate in or terminate telework agreements based on safety or security problems in the home. Teleworkers will self-certify in the telework agreement the safety and security of the alternate worksite. CG Form 12630D provides a safety and security checklist for use in assessing the home office worksite. Teleworkers unable to work at their telework site due to equipment or power failures etc. must contact their supervisors as soon as possible. Based on the situation, the supervisor will determine the appropriate duty or leave status to account for the scheduled work time and whether the teleworker should report to his/her Coast Guard worksite. While conducting official duties, civilian employees must maintain an appropriate professional work environment (e.g., no loud music, no television, no inappropriate slogans or imagery displayed which contradict CG policy) while conducting virtual meetings at the alternate worksite. Also, when conducting virtual meetings, civilian employees working at the

Alternate worksite must maintain the same business attire as would be required at the official Coast Guard worksite. Military members must wear the same uniform as would be required if at the official work site/duty station when videoconferencing or as otherwise directed by the Command.

- i. Family Care. Telework is **not** a substitute for dependent or other family care but may facilitate dependent care during non-work hours. Employees/members are required to make other arrangements for dependent care in accordance with applicable work scheduling and leave policies.
- j. Telework as a Reasonable Accommodation (Civilian Employees). Telework may be used as a reasonable accommodation for a current civilian employee or for a new hire with a permanent mobility issue or other relevant disability. If there is ambiguity about the request, supervisors should consult with the Office of Civil Rights, Commandant (CG-00H), the Office of General Law, Commandant (CG-LGL), or both as part of the interactive process established by the Rehabilitation Act. Telework as a method of reasonable accommodation must be identified in the telework agreement and conducted in accordance with Reference (h). When telework is approved as part of a reasonable accommodation and termination of telework is being considered, management must take into account the employee's need for telework to effectively perform their essential functions and whether continued telework would be an undue hardship.
- k. Standards of Conduct. Teleworkers must comply with the Coast Guard Standards of Conduct, COMDTINST M5370.8 (series), while teleworking as well as anytime they are using Government-furnished equipment or access.
- l. Travel Reimbursement. Eligibility for reimbursement for official travel expenses is based on employees' Coast Guard worksite. When employees telework, travel reimbursement from the alternate worksite to the official duty station is not authorized. Eligibility for reimbursement is determined by the servicing travel office using the Federal Travel Regulation and the DHS Chief Financial Officer policy, FMPM Section 7.2, Temporary Duty Travel. For military members, travel reimbursement from the telework location to the PDS is not authorized. There may be some exception to travel expenses reimbursement for military members when pre-approved and in accordance with policy.
- m. Evacuation Pay Authority (Civilian Employees). The evacuation pay authority found at 5 CFR part 550, subpart D, enables the Coast Guard to require an employee to evacuate from their assigned worksite and perform work from a designated safe haven. In the case of a pandemic evacuation, where the objective is social distancing, the safe haven could include the employee's home or an alternative location mutually agreeable to the Coast Guard and the employee. An evacuation order to work from home or another alternative location may be issued without regard to whether the employee has a telework agreement in place at the time the order to evacuate is issued. Although the evacuation pay authority is distinct from the telework program, which is a voluntary workplace flexibility, having a vigorous and well-practiced telework program can better prepare the Coast Guard and its employees to be productive during an evacuation such as a pandemic health crisis or other emergency necessitating the performance of duties from a safe haven.

- n. Foreign Assignment. Telework during assignment to foreign countries shall not be permitted unless favorably endorsed by the first flag officer/SES in the chain of command and approved by the Chief Information Officer or their delegated representative. However, military personnel detailed to other components or agencies will follow the telework policy of the host command. Commands are not authorized to establish remote work arrangements with an alternate worksite in foreign areas without Deputy Commandant for Mission Support (DCMS) approval and Deputy Commandant for Operations (DCO) concurrence.
- (1) Before requesting approval from DCMS, commands shall initiate and manage the process to obtain an approved agreement by DHS Office of Strategy, Policy, and Plans, Office of International Affairs and the Department of State (DOS) Chief of Mission using a Domestic Employees Telework Overseas (DETO) agreement.
 - (2) Commands must seek approval from DOS to have employees work in foreign locations through the National Security Decision Directive (NSDD) 38 process for assignments greater than one year. For assignments less than one year, command will use the DOS country clearance process.

20. COMPUTER AND TELECOMMUNICATIONS SUPPORT. The Coast Guard has no obligation or requirement to provide telecommunications resources (e.g., mobile wireless hotspot devices) to support telework. Except as described in Paragraph 20.b. below, the decision to provide or fund telework resources resides with each individual command. All information technology (IT) resources, whether government furnished or personally owned, while being used in an official government capacity when teleworking must comply with Reference (i). Remote access software may be obtained at the following link: <https://www.dcms.uscg.mil/Telework/>. With supervisory approval, local units may reimburse telephone and telecommunications costs, including official long-distance calls, based on statutory authority and availability of sponsoring unit funds in accordance with Pub. L. 104-52, title VI, Sec. 620. Teleworkers should submit Optional Form 1164, Claim for Reimbursement for Expenditures on Official Business, through the appropriate channels, to request reimbursements. The Coast Guard will not pay for any internet service provider or online services to support teleworking arrangements.

a. Government-Furnished Equipment.

- (1) Options for obtaining Government-furnished telework IT resources, based on Reference (j):
 - (a) Teleworkers may be issued a dedicated Coast Guard Standard Workstation (CGSW) laptop, instead of a desktop, for use at the Coast Guard worksite and while teleworking. To furnish laptops for teleworkers with desktops, units can redistribute computers within the command to increase laptop availability or request a laptop through their local IT support staff based on the CGSW desktop recapitalization program.

¹ Per Department of State Standardized Regulations, "foreign area" means any area situated outside the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, and the possessions of the United States.

- (b) For routine telework schedules where teleworkers are away from their Coast Guard worksite for more than two days per week, teleworkers must use Government-furnished equipment as described in Paragraph 20.a.(1)(a) above. If the command is unable to provide CGSW laptops, teleworkers shall adjust their telework schedules to reduce the amount of time away from the office.
- (c) All Government-furnished IT resources, including hardware, software, repair, and replacement costs, will be supported through the normal Coast Guard IT support organizations. To receive the necessary support, teleworkers should contact the Centralized Service Desk through CGFIXIT (<https://cgfixit.osc.uscg.mil/>), at 1-855-243-4948.
- (d) Government-furnished equipment for telework arrangements shall be used solely by the employee/member issued the equipment. Teleworkers issued government furnished equipment for telework arrangements may be held liable for any damage, repairs, or replacement costs, due to neglect, misuse, or inappropriate use by non-government personnel.

b. Personally Owned Equipment and Services.

- (1) While use of personally owned computers is permissible, use of CGSW laptops is recommended to reduce impact on CG bandwidth usage and provide a greater level of security.
- (2) When teleworking from the home or any non-Coast Guard worksite, the Coast Guard is not responsible for the expense to repair, restore, or replace any personal computers, personal IT equipment or services, personal peripherals, or personal media/data files used for telework. Local network connectivity issues associated with teleworkers' internet service providers are the responsibility of the users and not the Coast Guard.
- (3) Storage of Coast Guard information is not allowed on personal computers based on Reference (i).
- (4) Employees and military members using personally owned equipment when teleworking waive expectation of privacy when conducting official duties.

21. SECURITY REQUIREMENTS. Telework and access to Coast Guard computers or networks from alternate worksites create security risks for the U.S. Coast Guard's information systems hardware and software infrastructure. Teleworkers must observe proper Information Security (INFOSEC), Operations Security (OPSEC), and/or Communications Security (COMSEC) practices in accordance with Reference (i) while teleworking.

- a. Classified information, in either hard copy or electronic form, is not authorized for access, processing, or storage through alternate worksites. Teleworkers must report home worksite access to classified material, whether accidental or not, to the appropriate security officers, who will declassify personal computing resources in

accordance with Reference (i). Information and records processed are subject to the maintenance and disposition requirements contained in Reference (j) and the Privacy Act of 1974, 5 U.S.C. Section 552a to reduce risks to Coast Guard computers, data, and telecommunications networks.

- b. Teleworkers may access and view electronic For Official Use Only (FOUO) information from home worksites. Processing, storing, or printing hard copy FOUO information from home worksites is strictly prohibited.

22. FACILITIES SUPPORT. Teleworkers who routinely telework and are away from their Coast Guard worksites for more than two days per week are candidates for sharing offices/workspaces. If a sustainable population of regular teleworkers exists at a location, facility managers may implement an “office hoteling” concept where teleworkers schedule days and share office space and equipment. The planning factors and standards for adapting to accommodate teleworkers are outlined in the Coast Guard Shore Facilities Standards Manual, COMDTINST 11012.9 (series).
23. FORMS. The forms referenced in this Instruction are available on the Coast Guard Standard Workstation or on the Internet: www.dcms.uscg.mil/Our-Organization/Assistant-Commandant-for-C4IT-CG-6/The-Office-of-Information-Management-CG-61/Forms-Management/.
24. REPORTS. Reports referenced in this Instruction may be requested from the Office of Civilian Workforce Management, Commandant (CG-122).
25. SECTION 508. This Instruction adheres to Accessibility Guidelines and Standards as promulgated by the U.S. Access Board. If changes are needed, please communicate with the Coast Guard Section 508 Program Management Office at: Section.508@uscg.mil.
26. REQUESTS FOR CHANGES. Units and individuals may formally recommend changes through the chain of command using the Coast Guard Memorandum. Comments and suggestions from users of this Instruction are welcomed. All such correspondence may be emailed to Commandant (CG-122) at: HQS-DG-1st-CG-122@uscg.mil.

/BRIAN K. PENOYER/
Rear Admiral, U.S. Coast Guard
Assistant Commandant for
Human Resources

REMOTE WORK PROGRAM



COMDTINST 5330.11

October 2022

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COMDTINST 5330.11
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COMMANDANT INSTRUCTION 5330.11

Subj: REMOTE WORK PROGRAM

- Ref:
- (a) Office of Management and Budget (OMB) Memorandum M-21-25, Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment, dated June 10, 2021.
 - (b) Office of Personnel Management (OPM) Guide to Telework and Remote Work in the Federal Government, dated November 12, 2021
 - (c) DHS Office of the Chief Human Capital Officer Compensation Guidance CG-2-2021, Remote Work, dated July 15, 2021
 - (d) Coast Guard Telework Program, COMDTINST 5330.4 (series)
 - (e) Determining an Employee's Official Worksite, 5 CFR § 531.605
 - (f) Alternative Work Schedules (AWS) for Coast Guard Civilian and Military Members, COMDTINST 5330.10 (series)
 - (g) Civilian Personnel Actions: Disciplinary, Adverse and Performance Based Actions, COMDTINST M12750.4 (series)
 - (h) Administrative Grievance Procedure, COMDTINST 12771.1 (series)
 - (i) Standards of Ethical Conduct, COMDTINST M5370.8 (series)
 - (j) U.S. Coast Guard Cybersecurity Policy, COMDTINST 5500.13 (series)
 - (k) Coast Guard Shore Facilities Standards Manual, COMDTINST M11012.9 (series)
 - (l) U.S. Coast Guard Civil Rights Manual, COMDTINST M5350.4 (series)

1. **PURPOSE.** Commandant Instruction 5330.11 establishes the Coast Guard's remote work policy for eligible civilian employees and military members. Current and newly hired civilian employees in eligible positions may be authorized to work remotely, in or outside the local commuting area of their respective work unit, on a temporary or a long-term basis. Military members may be eligible for remote work in certain circumstances when approved by the first Flag Officer or Senior Executive Service (SES) member in the chain of command as outlined in paragraph 18. References (a) through (j) provide the legal authorities and security protocols to leverage technological advancements necessary to implement this Instruction. When applied strategically, remote work can provide the Coast Guard with a competitive advantage in recruiting new talent and help prevent the loss of valued employees who live in a location distant from the agency worksite for personal reasons.
2. **ACTION.** All Coast Guard unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, technical authorities and chiefs of headquarters staff elements shall comply with the provisions of this Instruction.

3. AUTHORIZED RELEASE. Internet release is authorized.
4. DIRECTIVES AFFECTED. This Instruction does not supersede Reference (d) or other federal statutes, regulations, ordinances or rules.
5. BACKGROUND. Workplace flexibilities such as remote work allow the Coast Guard and its workforce to remain flexible, resilient and ready to continue its critical work on behalf of the public, no matter the challenge. Remote work is a human capital tool that can serve to promote effective mission delivery and help attract, recruit and retain a diverse workforce; it is not an employee right or entitlement. Remote work arrangements should be used when they support Coast Guard operations and must not adversely affect organizational missions and functions (e.g., result in a decrease in performance and/or productivity, higher costs, etc.). Remote work, as used in this Instruction is defined in accordance with References (a) and (b).
6. DISCLAIMER. This guidance is not a substitute for applicable legal requirements, nor is it itself a rule. It is intended to provide operational guidance for Coast Guard personnel and is not intended to nor does it impose legally binding requirements on any party outside the Coast Guard, except for those employees on external details.
7. SCOPE AND AUTHORITIES.
 - a. This Instruction applies to full and part-time, civilian employees meeting the definition of “employee” as defined in 5 U.S.C. § 2105 (Covered Employees) and to military members where indicated. For bargaining unit employees, where this Instruction conflicts with a negotiated agreement, the negotiated agreement prevails.
 - b. Non-appropriated fund (NAF) civilian employees are not covered by this Instruction. Questions regarding remote work for NAF employees should be directed to the Community Services Command (CG-CSC).
 - c. Alternate worksites under this Instruction include the United States, the District of Columbia, U.S. Territories, and tribal and foreign areas. Remote work in foreign areas must be done in accordance with the procedures outlined in Paragraph 15.e. below. Telecommunications infrastructure at the alternate worksite must be adequate to support remote work.
 - d. Technical authority for a program line of business may provide guidance to establish the remote work approach for personnel to address consistency of application in conjunction with applicable labor-management considerations.
 - e. Commands may include or exclude selected units or categories of civilian employees or positions to meet organizational goals, missions, or needs, consistent with merit principles and labor-management considerations.
8. IMPACT ASSESSMENT. This Instruction is not expected to have any impact on existing operations. No additional resources are necessary to carry out this tasking.

9. ENVIRONMENTAL ASPECT AND IMPACT CONSIDERATIONS. The Office of Environmental Management, Commandant (CG-47) reviewed this Commandant Instruction and the general policies contained within and determined that this policy falls under the Department of Homeland Security (DHS) categorical exclusion A3. This Commandant Instruction will not result in any substantial change to existing environmental conditions or violation of any applicable federal, state, or local laws relating to the protection of the environment. It is the responsibility of the action proponent to evaluate all future specific actions resulting from this policy for compliance with the National Environmental Policy Act (NEPA), other applicable environmental requirements, and the U.S. Coast Guard Environmental Planning Policy, COMDTINST 5090.1 (series).
10. DISTRIBUTION. No paper distribution will be made of this Instruction. An electronic version will be located in the Coast Guard Directives System Library internally, and if applicable on the Internet at www.dcms.uscg.mil/directives.
11. RECORDS MANAGEMENT CONSIDERATIONS. Records created as a result of this Instruction, regardless of format or media, must be maintained and dispositioned in accordance with the records retention schedules located on the Coast Guard Records Resource Center SharePoint site: <https://cg.portal.uscg.mil/units/cg61/CG611/SitePages/Home.aspx>.
12. POLICY DISCUSSION. Supervisors should balance the benefits of recruitment, retention, innovation, and flexibility with mission completeness, collaboration, cost, and equity when determining whether to implement remote work in accordance with this Instruction. Benefits and considerations for remote work policy are discussed below.
 - a. Benefits. Remote work offers the Coast Guard and its civilian employees potential benefits such as:
 - (1) Retention of highly talented employees who reside outside of their unit's geographic location.
 - (2) Recruitment of employees outside the work unit's geographic location who possess specialized skills.
 - (3) Agency cost savings related to transit subsidy benefits, locality pay, real estate, and other facility expenses, paired with employee cost savings related to commuting and local cost of living expenses.
 - (4) Increased employee productivity and engagement, and greater ability to support continuity of operations.
 - (5) More attractive job opportunities for individuals with mobility-related or other qualifying disabilities.
 - b. Considerations. Supervisors must also consider the following associated with remote work, including:

- (1) Need to adjust methods of communication to ensure frequent and productive engagement with all employees across hybrid (on-site and remote) work environments.
 - (2) Level and frequency of supervisor and employee opportunities to engage in and have valuable social interaction, relationship building, and serendipitous exchanges about work when employees work in hybrid environment.
 - (3) Employee responsibility to sustain quality customer service (e.g., accessibility, attentiveness, availability, responsiveness).
 - (4) Supervisor responsibility to equitably distribute work among remote, telework and on-site employees.
 - (5) Additional travel costs when the employee is expected to report to the agency worksite.
- c. Planning. Remote work arrangements require intention, thought, and planning by supervisors authorized to approve remote work. The arrangements raise various logistical and policy issues, including reassignment of official worksite, locality pay, and reimbursement for travel. Supervisors must deliberately evaluate and consider requests for remote work, especially those submitted solely for the convenience of the employee, on a case-by-case basis.
 - d. Voluntary or Mandatory Condition. Remote work arrangements may be requested by the employee or mandated as a condition of employment by the Coast Guard.
 - e. Performance of Duty. Before permitting remote work arrangements, commands must assess how remote work arrangements may impact the short- and long-term performance of business operations, budget, continuity of operations plans, and emergency response group requirements. Remote work arrangements shall not be implemented if they negatively impact performance (e.g., result in a decrease in performance and/or productivity.).

13. DEFINITIONS.

- a. Agency Worksite or Regular Worksite. The physical Coast Guard worksite location where the employee is expected to report in the absence or revocation of a remote work agreement.
- b. Alternate Worksite. The approved geographic location where remote work can be performed. (e.g., an employee's residence).
- c. Official Worksite or Official Duty Station. For civilian employees, the official worksite is the location of an employee's alternate worksite, as agreed to by the supervisor and employee, and documented on an employee's remote work agreement and Standard Form (SF) 50 Notification of Personnel Action, see Reference (e). The official worksite for military personnel is defined in paragraph 18 of this Instruction.

Remote Work Arrangement or Remote Work. A work arrangement by which an employee is scheduled to perform work within or outside the local commuting area of the agency

worksite at an alternate worksite and is not expected to report to the agency worksite on a regular and recurring basis (e.g., at least twice each biweekly pay period). As provided in this Instruction, remote work may be temporary (up to one year) or long-term.

- d. Remote Work Agreement. A written agreement where the terms and conditions of the remote work arrangements are agreed upon and signed by employee and the employee's supervisor. Before beginning remote work, employees and their supervisors must complete training and sign a written agreement.
- e. Telework. A work arrangement in which an employee, under a written telework agreement, is scheduled to perform their work at an agency worksite on a regular and recurring basis (e.g., at least twice each biweekly pay period), in accordance with Reference (d).

14. PROGRAM REQUIREMENTS. Participation in remote work is solely at the discretion of management and not an employment entitlement or right. If an employee requests a remote work arrangement, management should ensure the following factors can be accomplished in the remote work arrangement:

a. General Considerations.

- (1) Remote workers, teleworkers, and on-site workers are treated the same including, without limitation, for purposes of: (1) periodic job performance appraisals; (2) training, recognition, reassignments, promotions, reductions in grade, retention, and removal; (3) work requirements; and (4) other acts involving managerial discretion.

b. Command Considerations.

- (1) Commands must be able to develop a sound and consistent business rationale for identifying positions eligible for remote work and allowing employees to work remotely from an alternate worksite (e.g., their residence), another government facility, or another agreed-upon location). In the absence of a business case to authorize remote work, positions are ineligible for remote work but may be eligible for telework in accordance with Reference (d).
- (2) Commands must assess the duties to be performed of the position and the demands of the job to determine whether it is feasible for an employee to effectively perform all or most of their job functions at the remote worksite while delivering mission objectives, maintaining operations, and meeting customer needs.
- (3) Commands must assess their information technology infrastructure needs to determine if authorizing remote work is feasible given their information technology resources.
- (4) For employees selected from Coast Guard job opportunity announcements as remote workers, Commands must provide a Coast Guard Standard Workstation laptop and any required peripherals, as determined by the supervisor, such as monitors, docking station, common access card reader, keyboard, mouse, headphones etc.

- (5) Commands are not authorized to establish remote work arrangements with an alternate worksite in foreign areas¹ without Deputy Commandant for Mission Support (DCMS) approval and Deputy Commandant for Operations (DCO) concurrence.
 - (a) Before requesting approval from DCMS and DCO, commands shall initiate and manage the process to obtain an approved agreement by DHS Office of Strategy, Policy, and Plans, Office of International Affairs and the Department of State (DOS) Chief of Mission using a Domestic Employees Telework Overseas (DETO) agreement.
 - (b) Commands must seek approval from DOS, through Commandant (CG-DCO-I), to have employees work in foreign locations through the National Security Decision Directive (NSDD) 38 process for assignments greater than one year. For assignments less than one year, commands will use the DOS country clearance process.
- (6) Commands must establish processes for including remote workers in their continuity of operations plans for emergencies, including potential evacuation authorities.
- (7) Commands reserve the right to revise remote work agreements, including the location of an employee's alternate worksite (in accordance with Paragraph 17.g. below), based on operational needs.

c. Supervisory Considerations.

- (1) Remote work agreements include an established work schedule, which may include compressed or flexible work schedules, as provided in Reference (f). Remote workers must perform work at the approved alternate worksite locations, in accordance with established work schedule policies and the remote work agreement. Supervisors should review work schedules periodically to ensure they are consistent with employee and organizational requirements.
- (2) Supervisors have the authority to require employees to report to their agency worksite if the supervisor deems the employee's presence is necessary, however the unit must fund any travel costs (local or TDY).
- (3) For purposes of temporary duty travel (TDY), required local travel, travel time as hours of work, etc., travel expenses and travel time are based on the employee's documented official worksite.

¹ Per Department of State Standardized Regulations, "foreign area" means any area situated outside the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, and the possessions of the United States.

d. Employee Considerations.

- (1) Employees may be responsible for using a personal phone and phone number for work communications. Neither telework nor remote work arrangements require the agency to provide a work cell phone or phone number to employees.
- (2) For employees approved for remote work, supervisors must initiate a personnel action designating the alternate worksite as the official worksite, as required on Paragraph 10.e.3 below.
- (3) The alternate worksite listed in the Remote Work Agreement is the employee's official worksite. Employees are required to report to that worksite in accordance with their established work schedule in accordance with Reference (f), regardless of the employee's residence of record or where the employee resides. An employee who fails to report to work at the official worksite as scheduled without proper approval may be subject to discipline, up to and including removal from Federal service.
- (4) While conducting official government duties, employees must maintain an appropriate professional work environment (e.g., no loud background music or television, no inappropriate slogans or imagery displayed which contradict CG policy) while conducting virtual meetings at the alternate worksite. When conducting virtual meetings, employees working at the alternate worksite must maintain the same professional attire as would be required at the official Coast Guard worksite. Military members will wear the appropriate uniform as if they were physically present at the meeting.
- (5) Employees who receive overpayments of locality pay (e.g., through administrative error, noncompliance with this Instruction, etc.) are required to notify their servicing Commandant (CG-123) Office of Civilian Human Resources Operations office as soon as possible after recognizing the overpayment and are responsible for retaining and repaying any excess funds received.
- (6) An employee's locality and other compensation-based payments are effective on the date the remote agreements are signed.
- (7) Leave must be requested and used in accordance with normal procedures for situations requiring absence from work, such as medical appointments, home repairs, or other situations.
- (8) Employees working at an alternate worksite are subject to the same performance expectations as employees working from an agency worksite, or other remote work location.
- (9) Employees must comply with all DHS and Coast Guard policies, including, but not limited to, proper use of government computers, networks, and information technology equipment; data privacy policies; and records retention policies.

- (10) Employees who voluntarily request a change to the remote work agreement, including a personal request to change their residence of record or a change in official worksite, are not eligible for relocation expenses or relocation incentives.
- (11) Employees required to relocate in accordance with a management-directed reassignment will be entitled to relocation expenses or relocation incentives in accordance with the Federal Travel Regulations and Coast Guard policies. If employees are selected for a Coast Guard job opportunity announcement as remote workers, and the remote work requires relocation (e.g., OCONUS to CONUS), these actions are considered management directed. Relocation guidance for military members is provided in Paragraph 18.
- (12) Employees who work remotely are not entitled to additional compensation or reimbursements to cover internet service provider fees, office space, office furniture, or general office supplies. In the case of reasonable accommodation as outlined in Paragraph 17.o. below, assistive devices (ergonomic keyboards, chairs, screen reader, etc.) may be provided.
- (13) A remote work arrangement is not a substitute for ongoing dependent care but may facilitate dependent care during non-work hours. Employees are required to make other arrangements for dependent care in accordance with applicable work scheduling and leave policies.

15. PROGRAM ROLES AND RESPONSIBILITIES.

- a. Deputy/assistant commandants, unit commanders, commanding officers, officers-in-charge, and chiefs of Headquarters staff elements shall, for an approved remote work program within their AOR:
 - (1) Fund a Coast Guard-issued standard workstation laptop, and peripherals such as monitors, docking station, common access card reader, keyboard, mouse, headphones etc. as deemed necessary by the employee's supervisor and allowed for remote workers.
 - (2) Fund potential increase in temporary duty costs for remote workers. Travel reimbursements (temporary duty and local) are based on the employee's official worksite, as identified on their SF-50. Payment or reimbursement of internet, phone service, repair or replacing personal equipment used by the employee will not be provided.
 - (3) Determine the appropriate level of approval authority for individual remote work agreements.
 - (4) Submit summary participation data to Commandant (CG-122), via the appropriate chain-of command, upon request.

- b. Commandant (CG-122): CG-122 will provide remote work program oversight, policy guidance and advisory services. CG-122 will provide training resources to management and employees.
- c. Commandant (CG-123): CG-123, in conjunction with supervisors, will facilitate processing of personnel actions submitted via the FedHR system designating the remote work location as the official worksite, as required in References (b) through (e).
- d. Commandant (CG-124): CG-124 will provide advice, guidance, and assistance to supervisors involving labor obligations, employee relations matters, and performance management activities.
- e. Commandant (CG-133): CG-133 will provide remote work program oversight, policy guidance, training resources, and advisory services for military members.
- f. Unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, and chiefs of Headquarters staff elements: may establish, as necessary, unit remote work program instructions covering their respective staffs and units.
- g. Supervisors shall:
 - (1) Complete mandatory supervisory/manager telework and remote work training in accordance with Paragraph 17.f of this Instruction. Telework training must be retaken as a refresher of the requirements and general principles, before completing a remote work agreement.
 - (2) Review and, if approved, retain a copy of remote work agreements, consistent with the delegated authority in this Instruction. Supervisory decisions on remote work requests (approval or denial) must be provided to employees within 10 working days.
 - (3) Provide a copy of completed agreements upon request.
 - (4) Submit personnel actions via FedHR for civilian employees as required in Paragraph 12.d below and References (b) through (e).
 - (5) Review remote work agreements annually at the beginning of the fiscal year (1 October) or more frequently when there is a change in supervisor, work schedule, or other impacting circumstances.
 - (6) Discuss with remote workers the assignments/tasks to be accomplished under their remote work arrangements.
 - (7) Ensure the remote work requirements provided in this Instruction and enclosures are followed. Ensure remote workers and non-remote workers are treated the same, including without limitation, for purposes of performance management, awards and recognition, training and development opportunities, promotions, work requirements, and other acts of managerial discretion.

- (8) Be accessible and responsive during the workday.
- (9) Ensure civilian employees record remote work in webTA or other appropriate electronic timekeeping system.
- (10) Address any civilian employee conduct, performance management or employee/labor relations matters in consultation with Commandant (CG-124) Office of Civilian Workforce Relations staff as needed.

h. Employees shall:

- (1) Complete mandatory employee telework and remote work training. Telework training must be retaken as a refresher of the requirements and general principles, before completing a remote work agreement.
- (2) Submit their remote work request using Remote Work Agreement (CG Form 12630), Remote Work Agreement - Supervisor Checklist (CG Form 12630C), and the Telework or Remote Work Self-Certification Safety and Security Checklist (CG Form 12630D).
- (3) If approved, adhere to all requirements in the signed remote agreement.
- (4) Provide and pay for home high-speed internet access, phone service, office supplies, and any equipment not provided by the Coast Guard that the employee may need for work at the alternate worksite.
- (5) Record remote work in webTA or other appropriate electronic timekeeping system.
- (6) Communicate temporary/permanent changes to signed remote work agreement, including request to change official worksite.
- (7) Communicate work schedules.
- (8) Be accessible and responsive during the workday.
- (9) Communicate IT problems or other impediments to accomplishing work.

16. PROGRAM TERMINATION. Any individual or organization's ability to participate in a remote work agreement may be terminated by the immediate supervisor, seniors in the chain-of-command, or by Commandant (DCMS), in accordance with any applicable labor-management obligations, if determined the agreements:

- a. Do not support mission needs;
- b. Are counter to public service requirements;
- c. Threaten the security of Coast Guard data, information, or equipment;
- d. Are likely to increase long-term costs;

- e. Are not being adhered to by the employee (i.e. misconduct or performance-related issues);
or
- f. Create other adverse work-related situations

17. GENERAL PROGRAM REQUIREMENTS.

- a. Remote Work. Remote work occurs when all of an employee's work is performed remotely at an alternate worksite, within or outside the local commuting area, and the employee is not expected to report to the Coast Guard worksite on a regular and recurring basis. The alternate worksite is considered the employee's official worksite. Employees will receive locality pay based on their alternate worksite. Command leadership, or their designees, are delegated the authority to approve local and long-distance remote work agreements in accordance with this Instruction.
- b. Temporary Remote Work. May be a short-term (up to one year) solution for an employee with a significant need to work within or outside of the geographic area of the agency worksite. These requests will be considered on a case-by-case basis, and employees must meet the eligibility requirements.
- c. Remote Work Eligibility. Supervisors identify positions as eligible for remote work, considering the characteristics below, and review for approval requests by employees to participate. Unless specified as a condition of employment, ongoing participation in remote work is not automatic, and supervisors can decide to change, modify, or terminate participation as discussed in Paragraph 15 of this Instruction. Not all positions or employees are eligible to participate in remote work. Employees must self-identify their interest in remote work and prepare a "business case" to support their requests. The requests must address the following areas: the duties of the work can be performed in a remote environment, ability to work with minimal supervision, past and current performance and productivity, organizational and communications skills, and ability to successfully accomplish work remotely.
 - (1) Appropriate Positions. Positions eligible for remote work contain the following characteristics:
 - (a) Portable work activities that can be performed effectively away from the agency worksite.
 - (b) Quantifiable or project-oriented assignments or job tasks.
 - (c) Unclassified work for which data security, including sensitive, non-classified and Privacy Act concerns, is adequate (work involving classified data or information shall take place only in a government office where adequate controls exist to protect the data).
 - (d) Technology required for off-site work is available.

- (2) Appropriate Participant. Supervisors must consider the following employee characteristics prior to approval of an individual's remote work agreement:
- (a) A "Meets" or "Achieved Expectations" or higher summary rating for current and the previous year's performance appraisals, when applicable (i.e., not applicable for new hires).
 - (b) Military members do not have marks below a four (4) or an unsatisfactory conduct mark in the last three years.
 - (c) The employee or military member's agreement to comply with remote work requirements.
 - (d) Demonstrates the knowledge, skills and ability to successfully work remotely.
- (3) Positions Ineligible for Remote Work. Employees whose positions require the following *on a daily basis* are ineligible for remote work:
- (a) Direct handling of classified information, or
 - (b) Performance of onsite activities that cannot be accomplished remotely or at an alternate worksite.
- (4) Not Eligible Under Any Circumstances. Employees and military members may not participate in remote work if any of the following apply:
- (a) Formally disciplined for being absent without leave (AWOL) for more than five (5) working days in any calendar year;
 - (b) Formally disciplined for viewing, downloading, or exchanging pornography on a Federal Government computer or while performing official Federal Government duties or any other inappropriate use of government property;
 - (c) Have an unacceptable decline in performance during the rating period, or
 - (d) Have an unacceptable decline in conduct.
- d. Denial or Termination of Remote Work Agreements and Appeals. Remote work agreements can be terminated by either management or by the employee.
- (1) Management Initiated. When civilian employees' remote work requests are denied or terminated by management, supervisors will provide a written justification supporting the denial or termination. The reason(s) provided for the denial or termination of remote work should be based on participation criteria business-case, or operational needs. If an employee appeals the denial or termination, they may use the applicable administrative grievance/appeals procedure in accordance with Reference (h). Denial or termination of remote work agreements for civilian employees must be reported to Commandant (CG-122) and identify the reason(s) for the denial or termination.

Positions deemed ineligible for remote work may be eligible for telework in accordance with Reference (d).

Employee Initiated. An employee may request to terminate a remote work agreement by providing a written notice to their supervisor. Supervisors will consider the request on a case-by-case basis. An approved termination request would require a return to the USCG worksite within 60 calendar days for long-distance remote work arrangements or 14 calendar days for local remote work arrangements. The employee should coordinate the details of their return to the USCG worksite with their supervisor. A remote work agreement will be terminated immediately upon the employee's transfer to a new position within USCG or reassignment to a similar position in a different office, division, or work group within USCG. A new agreement may be established with the new supervisor.

- e. Official worksite. The official worksite generally is the location where the employee regularly performs their duties and is documented as the employee's duty station on the employee's Notification of Personnel Action (SF-50). Certain location-based pay entitlements (such as locality payments, special rate supplements, and non-foreign area cost-of-living allowances) are based on the location of the employee's official worksite associated with the employee's position of record. Under a remote work arrangement, employees who are not scheduled to report on a regular and recurring basis to the agency worksite will require a documented change in official worksite to the alternate worksite, generally the employee's residence. Depending on the location, this change may impact the employee's pay and the Command's budget—positively or negatively. The change in official worksite thus may be a significant consideration when deciding to approve or deny a remote work arrangement.
- f. Training. Supervisors and employees must complete mandatory telework training before entering into a remote work agreement. Mandatory training is available on the CG Portal Learning Management System (LMS). Additional remote work job aids, training, or both will be required as they become available.
- g. Remote Work Agreements. Participation in remote work requires a formal agreement signed by the employee and supervisor, which specifies the employee's work schedule, official duty station, and official worksite. Employees may not change the terms of their remote work agreements without supervisory approval. Employees may request to terminate their remote work agreement. At a minimum, remote work agreements must be reviewed annually, at the beginning of the fiscal year (1 October). Any change in the terms of a remote work arrangement must first be documented with a new agreement before the terms may take effect. The Remote Work Agreement (CG-12630), must be completed, along with the Remote Work Agreement Supervisor Checklist (CG-12630C) and the Telework or Remote Work Self-Certification Safety and Security Checklist (CG-12630D).
- h. Time and Attendance. Supervisors and employees must correctly report time and attendance documenting remote work schedules and absences in webTA or other appropriate electronic timekeeping system. Supervisors may establish contact, determine

reasonableness of work output for the time expended, or use other appropriate certification methods when carrying out time and attendance monitoring.

- i. Performance Management and Conduct. Supervisors are responsible for managing, overseeing and evaluating an employee's performance and conduct. This includes:
 - (1) Facilitate ongoing coaching and feedback conversations, as appropriate, with the employee to discuss progress towards established goals, areas where the employee is performing well, and areas in need of improvement,
 - (2) Provide the employee with immediate counseling, consistent with on-site practices, if the employee's performance level declines,
 - (3) Engage the employee, when a decline in performance or conduct is observed, to begin improvement. Examples of a decline in performance include placement on a performance improvement plan, leave letter of restriction or reprimand, or greater disciplinary action, within the last year. If additional efforts to improve performance or conduct are unsuccessful, supervisors are encouraged to collaborate with Commandant (CG-124) for other performance or conduct improvement strategies,
 - (4) Document all efforts if an employee's performance declines below the "Achieved Expectations" level; and
 - (5) Adjust the employee's schedule as necessary to meet mission requirements in compliance with scheduling guidelines.
- j. Office Closures. Remote employees are expected to work during any regional Federal office closures, delayed arrivals, and early dismissals resulting from emergencies, severe weather, natural disasters or other incidents impacting operations. Remote employees must notify their supervisor when emergencies occur that affect their worksite and request leave, excused absence, worksite relocation, or other worksite adjustments. Employees are expected to work when their agency worksite is closed due to emergencies, severe weather, or natural disasters if their alternate worksite is not affected. For further information, please see OPM's Governmentwide Government wide Dismissal and Closure Procedures.
- k. Standards of Conduct. Remote workers must comply with the Coast Guard standards of conduct, in accordance with Reference (h), and other applicable rules of behavior. Employees should remember that workplace policies and performance expectations are the same regardless of the employee's work location.
- l. Travel. Supervisors must be aware of the costs associated with remote work agreements. Travel reimbursements are based on the employee's official worksite, as identified on their SF-50 Notification of Personnel Action. The Coast Guard will pay all approved local travel/TDY travel costs in accordance with the travel policy specified in Coast Guard travel policy or other Coast Guard financial policy guidance. An employee who is required (or officially authorized) to travel to the agency worksite will be compensated for time in a travel status, which includes:

- (1) Time spent traveling between the official worksite and a temporary duty station,
 - (2) Time spent traveling between two temporary duty stations, and
 - (3) The “usual waiting time” preceding or interrupting such travel (e.g., waiting at an airport or train station prior to departure).
- m. Relocation. Relocation to an official worksite that occurs at the employee’s request or is the result of an employee-initiated action may be at the employee’s expense. If the Coast Guard directs an employee who works remotely to change their official worksite, the change may be at the Coast Guard’s expense. Supervisors will adjudicate each circumstance on a case-by-case basis. Supervisors should contact the servicing Commandant (CG-123) Human Resources Specialist for relocation information and to ensure regulatory compliance.
- n. Labor Management Considerations. Before implementation of a remote work agreement, supervisors of civilian employees must contact their servicing Office of Civilian Workforce Relations, Commandant (CG-124) Labor Relations Specialist to discuss labor-management obligations. Changing an employee’s status to or from a remote worker could affect their bargaining unit coverage. It is important to consult Commandant (CG-124) labor relations staff and review the certification of recognition for appropriate coverage of an employee who is approved for remote work.
- o. Remote Work as a Reasonable Accommodation. Remote work may be used as a reasonable accommodation for a current employee or for a new hire with a permanent mobility issue or other relevant disability. Supervisors should consult with the Office of Civil Rights, Commandant (CG-00H), and/or the Office of General Law, Commandant (CG-0944) as part of the interactive process established by the Rehabilitation Act. Remote work as a method of reasonable accommodation must be identified in the written Remote Work Agreement and conducted in accordance with Reference (l).

18. MILITARY PROGRAM REQUIREMENTS.

- a. Program Administration. Military members and commands must comply with all requirements contained within this paragraph when submitting or reviewing requests for remote work for military members.
- (1) Official Worksite. For military members, the official worksite is their permanent duty station (PDS), regardless of an approved remote work agreement.
 - (2) Alternate Worksite. Military members may request an alternate worksite outside of the reasonable commuting distance of their PDS. However, their alternate worksite must be within a four-hour driving distance of their PDS (or alternate PDS, if applicable) to facilitate timely recall, standing duty, reporting for random drug testing, semi-annual body composition screening, etc.
 - (3) Alternate PDS. Military members in receipt of permanent change of station (PCS) orders may request that their PDS be changed from the regular PDS, for the position to

which ordered, to an alternate PDS to facilitate geographic stability or relocation to their desired geographic area. The alternate PDS must be either their current PDS or a Coast Guard command with a staffed Personnel and Administration Office (P&A) (i.e., District, Sector, AIRSTA, Base, or TRACEN). When a member desires to relocate to a geographic area that has multiple eligible commands (with a P&A) within a four-hour driving distance, the member must request the closest accepting command for their alternate PDS. For example, a member desiring to relocate to Hartford, CT must request CG Academy, New London, CT as their alternate PDS (as the closest), even though Base Boston, Sector New York, and Sector Delaware Bay are within a four-hour driving distance.

- (4) Routing and Approval of Requests. Military members must route their remote work request through their chain of command to the first Flag Officer or SES for approval and copied to CG-81. Members requesting remote work in conjunction with PCS orders must route their requests through their current command and their new command, to the first Flag Officer or SES for the new command and copied to CG-81. Remote work requests involving an alternate PDS must also be routed through and receive approval from the alternate PDS.
 - (5) Termination of Approved Remote Work Agreements. All requests to terminate an approved remote work agreement, whether command or member initiated, must be routed through the chain of command to the first Flag Officer or SES for approval.
- b. Eligibility. Military members must be on Active Duty, including Reservists on Extended Active Duty Orders (EAD) or Active Duty for Operational Support (ADOS). Reservists may not participate in the Remote Work Program while in an inactive status. Reservists in an inactive status may participate in the Coast Guard Telework Program in accordance with paragraph 7.f.(2) of ref (d). Authorized members:
- (1) May submit a request to remote work for their current position, at an alternate worksite, as defined in this paragraph, near their current PDS.
 - (a) Military members who choose to relocate their residence in conjunction with such an approved remote work agreement do so as a personal choice and at personal expense.
 - (2) Who are in receipt of PCS orders may submit a request to remote work, for the position to which ordered, at an alternate worksite, as defined in this paragraph:
 - (a) Near the new PDS; or
 - (b) Near an alternate PDS.
- c. Entitlements. Military pay and allowances will remain based on the member's PDS, regardless of the alternate worksite location, unless otherwise authorized in accordance with Coast Guard Pay Manual, COMDTINST M7220.29 (series). For approved remote

work requests in conjunction with a PCS, travel and transportation entitlements remain based on actual travel performed and the PDS to which ordered.

- d. Military members requesting remote work must utilize the checklist located at: <https://uscg.sharepoint-mil.us/sites/cg13/CG%20133/SitePages/Home.aspx>.
- e. Any exceptions to the above requirements must be routed through the chain of command for approval by CG-13.

19. **INFORMATION TECHNOLOGY SUPPORT.** The Coast Guard has no obligation or requirement to provide telecommunications resources (e.g., mobile wireless hotspot devices) to support voluntary remote work. Except as described in Paragraph 20.a. below, the decision to provide or fund remote work resources resides with each individual command. With supervisory approval, local units may reimburse telephone and telecommunications costs, including official long-distance calls, based on statutory authority and availability of sponsoring unit funds in accordance with Pub. L. 104-52, title VI, Sec. 620. Remote workers should submit Optional Form 1164, Claim for Reimbursement for Expenditures on Official Business, through the appropriate channels, to request reimbursements. The Coast Guard will not pay for any residential internet service provider or online services to support remote work arrangements.

a. **Coast Guard Furnished Equipment.**

- (1) Remote workers issued Coast Guard furnished equipment (GFE) for remote work will be held liable for any damage, repairs, or replacement costs, due to neglect, misuse, or inappropriate use of government property. Non-government personnel are prohibited from using GFE.
- (2) All Coast Guard furnished information technology (IT) resources, including hardware, software, repair, and replacement costs, will be supported through the normal IT support organizations. To receive the necessary support, remote workers should contact the Centralized Service Desk through CGFIXIT service.

b. **Personally Owned Equipment.**

- (1) The use of personally owned computers is permissible.
- (2) When working remotely from the home or any non-Coast Guard worksite, the Coast Guard is not responsible for the expense to repair, restore, or replace any personal computers, personal IT equipment or services, personal peripherals, or personal media/data files used for remote work. Local network connectivity issues associated with the internet service providers are the responsibility of the users and not the Coast Guard.
- (3) Storage of Coast Guard information is not allowed on personal computers based on Reference (f).

- (4) Use of employees' personal cell phones is permissible; however, the Coast Guard is not liable to pay expenses related to repair, replacement, and service.
- (5) Employees waive the expectation of privacy when conducting official duties while using personally owned equipment, including the misconduct provisions of Paragraph 12.c.(4)(b) above.

20. SECURITY REQUIREMENTS. Remote work and access to Coast Guard computers or networks from alternate worksites, creates security risks for the U.S. Coast Guard's information systems hardware and software infrastructure. Remote workers shall observe proper Information Security (INFOSEC), Operations Security (OPSEC), and Communications Security (COMSEC) practices in accordance with Reference (i) while working remotely.

- a. Classified information, in either hard copy or electronic form, is not authorized for access, processing, or storage when an alternate worksite is an employee's residence. Remote workers shall report alternate worksite access to classified material, whether accidental or not, to the appropriate security officers, who will declassify personal computing resources in accordance with Reference (i). Information and records processed are subject to the maintenance and disposition requirements contained in Reference (j) and the Privacy Act of 1974, 5 U.S.C. Section 552a to reduce risks to Coast Guard computers, data, and telecommunications networks.
- b. Remote workers may access and view electronic For Official Use Only (FOUO) information from alternate worksites. Processing, storing, or printing hard copy FOUO information from alternate worksites is strictly prohibited.
- c. All IT resources, whether government furnished or personally owned, while being used in an official government capacity when working remotely must comply with Reference (f).

21. FACILITIES SUPPORT. Remote workers who are routinely away from their agency worksites are candidates for sharing offices/workspaces. The planning factors and standards are outlined in Reference (k).

22. FORMS. The forms referenced in this Instruction are available on the Coast Guard Standard Workstation or on the Internet: www.dcms.uscg.mil/Our-Organization/Assistant-Commandant-for-C4IT-CG-6/The-Office-of-Information-Management-CG-61/Forms-Management/.

23. REPORTS. Reports referenced in this Instruction may be requested from the Office of Civilian Workforce Management, Commandant (CG-122).

24. SECTION 508. This Instruction adheres to Accessibility Guidelines and Standards as promulgated by the U.S. Access Board. If changes are needed, please communicate with the Coast Guard Section 508 Program Management Office at: Section.508@uscg.mil.

25. REQUEST FOR CHANGES. Units and individuals may formally recommend changes through the chain of command using the Coast Guard Memorandum. Comments and suggestions from users of this Instruction are welcomed. All such correspondence may be emailed to Commandant (CG-122) at HQS-DG-1st-CG-122@uscg.mil.

/BRIAN K. PENOYER/
Rear Admiral, U.S. Coast Guard
Assistant Commandant for
Human Resources



MANAGEMENT DIRECTIVE

TELEWORK PROGRAM

Effective Date: April 22, 2022

Management Directive No. 123-001.2

I. Purpose

This Management Directive establishes policy and procedural requirements that govern the Telework Program in U.S. Citizenship and Immigration Services (USCIS). The Program promotes a policy under which eligible USCIS employees may participate in telecommuting to the maximum extent possible without diminished employee performance or mission accomplishment. Telework, if used productively and efficiently, can serve as an important workplace flexibility that enables agencies to meet mission-critical and operational needs of the organization. Telework can also help USCIS workers balance work and personal responsibilities and make use of beneficial work environments, thereby enhancing employee satisfaction and well-being, aiding retention, and serving as a recruitment tool.

II. Scope

Unless specifically exempted herein, this directive applies to and binds all USCIS employees, except those excluded by law or Executive order from coverage under the Department of Transportation and Related Agencies Appropriations Act, 2001, and those employees deemed ineligible by their supervisors and managers to participate in the Telework Program.

III. Authority and Supersession Information

- A. The following laws, regulations, orders, policies, directives, and guidance authorize and govern this directive:
 1. Telework Enhancement Act of 2010;
 2. Consolidated Appropriations Act, 2005;
 3. Consolidated Appropriations Act, 2004;
 4. Department of Transportation and Related Agencies Appropriations Act, 2001;
 5. Section 630 of the 1999 Omnibus Consolidated and Emergency Supplemental Appropriations Act;
 6. Treasury, Postal Service, and General Government Appropriations Act, 1996;
 7. Federal Tort Claims Act, as amended;
 8. 5 U.S.C. 6502(a), "Executive Agencies Telework Requirement: Telework Eligibility";
 9. 5 U.S.C. 6502(b)(2), "Executive Agencies Telework Requirement: Participation";
 10. 5 U.S.C. 6504(a), "Policy and Support: Agency Consultation with the Office of Personnel Management";
 11. 5 U.S.C. § 552a, "Administrative Procedure: Records maintained on individuals";

12. 5 U.S.C. § 7102, “Labor-Management Relations: Employees’ rights”;
13. 5 U.S.C. § 7106, “Labor-Management Relations: Management rights”;
14. 5 U.S.C. Chapter 81, “Compensation for Work Injuries”;
15. 5 CFR 531, “Pay Under the General Schedule”;
16. 5 CFR 610, “Hours of Duty”;
17. Section 504 of the Rehabilitation Act of 1973;
18. Office of Personnel Management (OPM) Guide to Processing Personnel Actions;
19. OPM Memorandum, “Establishing Telecommuting Policies,” February 9, 2001;
20. OPM Handbook “Washington, DC Area Dismissal or Closure Procedures”;
21. National Archives and Records Administration;
22. Government Accountability Office (GAO) Guidance GAO-03-352G, “Maintaining Effective Control over Employee Time and Attendance Reporting”;
23. Department of Homeland Security (DHS) Federal Continuity Directive 1 (FCD 1), “Federal Executive Branch National Continuity Program and Requirements”;
24. DHS Delegation 0160.1, “Delegation to Department of Homeland Security Organizational Elements”;
25. DHS Directive 123-05, “Telework Directive”;
26. DHS Directive 254-04, “Alternative Work Schedules;”
27. DHS Directive 140-01, “Information Technology Systems Security”;
28. DHS Sensitive Systems Policy Directive 4300A;
29. DHS National Security Systems Policy Directive 4300B;
30. DHS Directive 4600.1, “Personal Use of Government Office Equipment”;
31. DHS Directive 4900, “Individual Use and Operation of DHS Information Systems/Computers”;
32. DHS Directive 9300.1, “Continuity of Operations Programs and Continuity of Government Functions”;
33. DHS Directive 0480.1, “Ethics/Standards of Conduct”;
34. DHS Directive 11042.1, “Safeguarding Sensitive but Unclassified (For Official Use Only) Information”;
35. DHS Directive 11056.1, “Sensitive Security Information (SSI)”;
36. DHS Directive 11010.1, “Issuance and Control of Credentials”;
37. DHS Action Memorandum, “Review of Safeguarding Policies and Procedures for Personnel-Related Data,” June 13, 2007;
38. USCIS Management Directive No. 256-006, “Disability Accommodations for Employees and Job Applicants”; and
39. USCIS Management Directive ADM-5350, “Accountability of Sensitive Personal Property.”

- B. This directive supersedes all prior local, regional, or other USCIS telework directives within USCIS. The applicable Continuity of Operations Plan (COOP), in compliance with the [Federal Continuity Directive 1](#), will supersede this directive to the extent that this directive and the Federal Continuity Directive are inconsistent with one another.

IV. Definitions

- A. ***Alternative Worksite:*** A place other than the USCIS worksite where an employee can perform official work; it is generally an employee’s approved telework site, typically an employee’s residence.

- B. **Alternative Worksite Inspection:** An examination of the alternative worksite by a designated USCIS representative during normal business hours to ensure proper maintenance and storage of Government-furnished equipment (GFE), proper safeguards for data security are in use, and other specifications as provided in this directive. An alternative worksite inspection primarily ensures that the worksite meets acceptable safety standards.
- C. **Approving Official:** Agency representative authorized to approve the function, or portion thereof, of a position suitable for telework and other responsibilities as outlined in section VI.G below, to include the USCIS Director, Deputy Director, and Chief of Staff; the Associate Directors of the directorates; the Chiefs of the program offices; or their designees.
- D. **Continuity of Operations Planning (COOP):** An effort to ensure continuation of essential Government functions across a wide range of emergencies and events, including acts of nature, accidents, and technological or attack-related emergencies.
- E. **Directorate/Program Office:** An organization headed by a Senior Executive Service member, GS-15, or equivalent, who reports directly to the USCIS Director, Deputy Director, or Chief of Staff.
- F. **Eligibility Criteria—Employee Related:** Criteria, as specified in section II of Appendix A, that an employee must meet to participate in a telework arrangement.
- G. **Eligibility Criteria—Position Related:** Criteria, as specified in section I of Appendix A, to be used in determining whether functions, tasks, and duties of a specific position are suitable for telework.
- H. **Eligible Employee:** An employee in a position with tasks identified by the employee's supervisor, and the approving official, where required, as being suitable for telework. Employees must meet the program eligibility requirements provided in section II of Appendix A.
- I. **Official Worksite:** The USCIS worksite or an alternative worksite for most employees, including teleworkers.
- J. **Pandemic:** A global disease outbreak.
- K. **Reasonable Accommodation:** Any change in the workplace or the way things are customarily done that provides an equal employment opportunity to an individual with a disability, including: (i) modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires; (ii) modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable an individual with a disability who is qualified to perform the essential functions of that position; or (iii) modifications or adjustments that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities.
- L. **Telework:** A work flexibility arrangement under which an employee performs their duties and responsibilities and other authorized activities from an approved worksite other than the location from which the employee would otherwise work. The employee is required to

report to their official worksite at least twice each pay period

- M. **Telework-Ready Employee:** An eligible employee who voluntarily participates in an agency telework program, has taken the [required training](#), has an approved telework agreement, and has the required work necessities (for example, computer or other equipment) to effectively perform duties at an alternative worksite, including on a routine or situational basis.
- N. **Telework Agreement:** A written agreement, completed and signed by the participating employee and authorized official(s) in the employee’s organization, that outlines the terms and conditions of the telework arrangement.
- O. **Teleworker:** An employee (that is permanent, temporary, full-time, or part-time) who works at an alternative worksite (for example, residence or other approved worksite).
- P. **USCIS Worksite:** The workplace that is documented on the employee’s SF-50, Notification of Personnel Action, and the primary place of the employee’s organization where an employee would usually report for a workday if the employee did not have a telework agreement.

V. Policy, Procedures and Requirements

A. **Policy**

1. Telework may be classified as “ routine” or “core” or “episodic” or “situational,” as described below.
 - a. **Routine or Core Telework:** The employee teleworks as part of an ongoing regular schedule on a routine, regular, and recurring basis each biweekly pay period. Employees can conduct core telework on a full- or part-time basis.
 - b. **Episodic or Situational Telework:** The employee teleworks on an occasional, irregular basis. An authorization to perform situational or episodic telework does not negate compliance with all telework application procedures, including executing an agreement before teleworking. Under extenuating circumstances, such agreements can be arranged in a reasonable time after telecommuting begins.
2. Routine or episodic telework for COOP and emergency response purposes will be done according to applicable procedures; however, whenever the agency is operating under a COOP, the COOP supersedes USCIS’ telework policy.
3. Any employee who asks to telework (regardless of which type) must first successfully complete an interactive [telework training](#) program provided by the agency and must enter into a written agreement with their supervisor.
4. Supervisors of teleworking employees must also complete [telework training](#) before entering into a telework agreement. The completion of training is intended to ensure both teleworkers and supervisors of teleworkers are familiar with relevant policies and appropriate practices associated with telework.
5. Telework will be made available to the maximum extent possible without negatively affecting employee performance, operational needs, or mission accomplishment. An employee covered by a telework agreement must work at the USCIS worksite at least 2 days during each biweekly pay period.
6. When completing the request for telework, the employee will select either a standard work schedule of 40 hours, 8 hours a day or an alternate work schedule. If choosing the standard (default) work schedule, the employee will indicate 8 hours for each day of the 2-week schedule. If an alternate work schedule is selected, the employee will indicate the hours for

- each day they will be working either at the agency facility or the alternate work site.
7. Telework agreements are binding as both the employee and supervisor certify and attest to understanding and adhering to the conditions of the agreement.
 8. Telework is used as a tool to ensure the continuation of USCIS mission essential functions across a wide range of hazard emergencies. During a pandemic, USCIS may use telework as a means to slow the spread of disease by keeping face-to-face contact to a minimum.
 9. Participation in a telework arrangement is not an employee entitlement or right.
 10. Employee participation in the Telework Program is voluntary.
 11. Participation in a telework arrangement must include a written approved telework agreement between the supervisor/manager and the employee.
 12. Telework is not a substitute for dependent care of children or other family members. Employees may not telework with the intent of or for the sole purpose of meeting their dependent care responsibilities while performing official duties. Teleworkers are expected to arrange for dependent care just as they would if they were working in the office.
 13. Although telework is not a substitute for dependent care, it can be a valuable flexibility to employees with caregiving responsibilities by eliminating time required to commute and expanding employees' options in arranging dependent care, such as taking leave, or requesting a maxi flex schedule or other workplace or work schedule flexibility.
 14. USCIS employees are bound by DHS and USCIS standards of conduct and policies while working at the alternative worksite and/or using GFE. Unless otherwise specifically addressed herein, all conditions of Federal employment, performance of assigned duties, adherence to applicable policies, participation in required training, and satisfaction of standards of conduct apply in full measure. Alleged or apparent breaches thereof may subject an employee to formal management review (to include investigation) and appropriate disciplinary procedures.
 15. Teleworkers are subject to ensuring that records subject to the Privacy Act of 1974 (the "Privacy Act"), codified in 5 U.S.C. § 552a, and sensitive data are not disclosed to anyone except those who are authorized access to such information and have a need-to-know in order to perform their duties. Organizations allowing employees access to records subject to the Privacy Act from a remote worksite must require that the employee demonstrates that appropriate administrative, technical, and physical safeguards are available to ensure the security and confidentiality of the records.
 16. Employees may not remove classified data from USCIS worksites to their alternative worksites.
 17. The organization must document an employee's official worksite on the SF-50 or equivalent document according to the OPM Guide to Processing Personnel Actions and [5 CFR 531.605\(a\)](#).
 18. Employees with a disability who are not eligible or approved for telework under the Telework Program may be eligible to telework as a form of reasonable accommodation under [USCIS Management Directive 256-006](#).
 19. Employees must meet additional criteria specified in local supplementing policies, where applicable.

B. **Procedures:** See Appendix A.

C. **Requirements:**

1. **Reports and Records:** In addition to the program requirements specified in Appendix A, the following reports and records are required for the Telework Program.
 - a. The Chief, Employee Programs and WorkLife Services Division, must prepare, maintain, and report any telework data necessary for the Telework Program to DHS,

Chief, Human Capital Officer, annually or as required. Such records will be retained in accordance with the [National Archives and Records Administration General Records Schedules](#) or until the records are no longer needed, whichever is later.

- b. The USCIS Telework Program Manager must obtain, consolidate, and prepare any telework data necessary for the Telework Program from the local Telework Coordinators annually or as required. Such records will be retained in accordance with the National Archives and Records Administration General Records Schedules, or until the records are no longer needed, whichever is later.
 - c. Local Telework Coordinators must obtain, consolidate, and prepare any telework data for reporting to the USCIS Telework Program Manager annually or as required. Reports are subject to supervisory review and approval. Such records will be retained in accordance with the National Archives and Records Administration General Records Schedules, or until the records are no longer needed, whichever is later.
 - d. Supervisors and managers will maintain telework-related data and records (requests; participant data; productivity data) and report to the local Telework Coordinator, the USCIS Telework Program Manager, and the Chief, Employee Programs and WorkLife Services Division, as applicable annually, or as required. Approved telework requests, telework agreements, records relating to the safety of the worksite, the installation and use of equipment, hardware and software, and the use of data subject to the Privacy Act will be retained in accordance with the National Archives and Records Administration General Records Schedules. Unapproved telework requests will be retained in accordance with the National Archives and Records Administration General Records Schedules.
2. **Implementation:**
- a. This directive is effective immediately and applies to new telework arrangements and agreements made thereafter. Telework arrangements and agreements effected before this directive will expire at the 1-year anniversary of the arrangement or agreement. Directorates and program offices may establish policies, guidelines, and procedures to supplement this directive during which applicable collective bargaining provisions must be satisfied. Copies of all telework policies and procedures must be forwarded to the Employee Programs and WorkLife Services Division immediately upon issuance.
 - b. In organizations where employees are represented by a labor organization accorded exclusive recognition, management and labor organization pre-decisional consultation is encouraged; the parties must negotiate in good faith, as appropriate. Directorates and program offices should involve labor unions at the earliest stages of local planning and implementation. Nothing in this directive abrogates or overrides any collective bargaining agreements in effect on the date this directive is issued.

VI. Responsibilities

- A. The Director of USCIS is responsible for:
 1. Establishing USCIS policy under which eligible employees may telework;
 2. Exercising full authority, accountability, and responsibility for the Telework Program under the authority vested in the Director, USCIS by [DHS Delegation 0160.1](#) and [DHS Directive 123-05](#);
 3. Re-delegating authority, accountability, and responsibility for the Telework Program to the Chief, Office of Human Capital and Training, as indicated in paragraph VI(B) of this directive; and
 4. Notifying all employees of their eligibility to telework during COOP activation.

- B. The Chief, Office of Human Capital and Training, or designee, is responsible for:
1. Leading the agency in creating a vision of telework as a strategic management tool that supports and aligns with the agency's operational needs and mission;
 2. Providing key stakeholders a clear understanding of the purpose for implementing a telework program and the benefits to the organization;
 3. Ensuring compliance with the Telework Enhancement Act of 2010;
 4. Developing specific guidelines on telework necessary to implement the DHS policy in USCIS (guidelines must include a requirement for a written agreement between the supervisor or manager and the employee);
 5. Consulting with OPM and DHS as needed for policy guidance in various areas such as performance management, pay and leave, recruitment, and retention;
 6. Providing oversight of the administration of the Telework Program; and
 7. Incorporating telework into COOP, with the understanding that, during an actual COOP event, the COOP plan will supersede telework policy ([5 U.S.C. 6504\(d\)](#)).
- C. The Chief, Employee Programs and WorkLife Services Division, or designee, is responsible for:
1. Administering the Telework Program per applicable laws, rules and regulations, including the [Department of Transportation and Related Agencies Appropriations Act, 2001, §359](#), [DHS Directive 123-05](#) and any relevant DHS and USCIS regulations and guidelines. The organization must establish security controls and address them through a telework agreement that outlines the terms and conditions of the telework arrangement;
 2. Providing an interactive telework training program to eligible [employees](#) and their [managers](#) and require that employees successfully complete the program before entering into a telework agreement;
 3. Providing and interpreting appropriate USCIS regulations, policies, and standards for a telework program;
 4. Providing USCIS officials, supervisors, and managers with advice, technical assistance, and consultative services for teleworking issues;
 5. Preparing, maintaining, and reporting any telework data necessary for the Telework Program to the DHS Chief Human Capital Officer annually or as required; and
 6. Designating a USCIS Telework Program Manager to administer and oversee implementation of the Telework Program in USCIS.
- D. The Chief, Office of Information Technology (OIT), or designee, is responsible for:
1. Issuing and maintaining policies and minimum implementation standards for remote access security, which includes access to information technology (IT) systems required for networks. These policies and minimum implementation standards outline responsibilities of teleworkers to enable an effective working environment for the teleworker and the protection of USCIS systems from undue risk;
 2. Assisting directorates and program offices with the purchase of Government IT equipment, including, but not limited to, notebook or desktop computers, printers, and scanners;
 3. Providing installation, configuration, and repair services for Government IT equipment to the directorates and program offices to ensure effective and secure operations at the alternative worksite—such services will be performed at the USCIS worksite only;
 4. Providing a means for remote users to update equipment to remain aligned with USCIS images;
 5. Providing a means to recover equipment for periodic replacement and reassignment;
 6. Validating a user in the Identity Management System;
 7. Providing a mechanism for adhering to authentication rules;
 8. Validating a user's completion of Information Technology Security Awareness Training; and

9. Providing sufficient security to protect digital and physical USCIS assets.
- E. The USCIS Telework Program Manager as designated by the Chief, Employee Programs and WorkLife Services Division is responsible for:
1. Managing the Telework Program consistent with applicable laws and regulations, and USCIS issuances;
 2. Establishing and administering the [USCIS telework training program](#);
 3. Providing USCIS officials, supervisors, and managers with advice, technical assistance, and consultative services for teleworking issues;
 4. Coordinating USCIS-wide communications and outreach efforts;
 5. Acting as consultant to the local Telework Coordinators; and
 6. Obtaining, consolidating, and preparing any telework data necessary for the Telework Program from the local Telework Coordinators annually or as required basis.
- F. Local Telework Coordinators, through the established chain of command, are responsible for:
1. Conducting the local telework training program;
 2. Acting as a focal point for all telework-related matters in each USCIS office (for example, headquarters office, service center, regional office, district office, asylum office) and coordinating with the USCIS Telework Program Manager; and
 3. Obtaining, consolidating, and preparing any telework data for reporting to the USCIS Telework Program Manager annually or as required—reports are subject to supervisory review and approval.
- G. Associate Director, Program Office Chief, or designee, is responsible for:
1. Managing telework in their organizations, including issuing local telework implementing procedures, day-to-day operations, and modifications to individual telework agreements to meet operational needs or changing circumstances;
 2. Consulting Labor and Employee Relations to implement and negotiate, if applicable, local telework procedures for their organization;
 3. Working to ensure that each eligible employee is authorized to telework during a COOP activation by each employee successfully completing an interactive telework training program before entering into and signing a telework agreement with their supervisor;
 4. Approving the identification of the function, or portion thereof, of a position suitable for telework;
 5. Serving as a higher-level authority for approving, disapproving, reviewing, modifying, or terminating employees' participation in the Telework Program;
 6. Reminding supervisors and managers to treat teleworkers and non-teleworkers the same for certain required purposes, including performance appraisals, training, and work requirements ([5 U.S.C. 6503\(a\)\(3\)](#));
 7. Issuing local policies necessary to implement this directive within their organizations;
 8. Evaluating the impact of the program on the efficiency and effectiveness of work operations within their organizations;
 9. Ensuring that all employees are briefed on the basics of the Telework Program; and
 10. Delegating in writing all or part of the responsibilities in this section to the lowest practical levels that best meet organizational or operational needs.
- H. Managers/Supervisors are responsible for:
1. Notifying employees of their eligibility to telework;
 2. Communicating expectations to both emergency and non-emergency employees regarding their roles and responsibilities;
 3. Approving, disapproving, modifying, or terminating employees' participation in

- the Telework Program;
4. Responding to an employee's request to participate in the Telework Program within 20 working days of receipt;
 5. Documenting approval, disapproval, termination decisions, and the reason for such decisions, to comply with management reporting requirements;
 6. Denying or revoking telework for employees handling secure materials inappropriately or whose work requires on-site activity (except in an emergency as determined by the head of the agency) ([5 U.S.C. 6502\(b\)\(4\)](#));
 7. Managing teleworkers effectively to maintain compliance with their telework agreements, as required by 5 U.S.C. 6503(a)(3), and taking appropriate steps to terminate the arrangement if non-compliance is not corrected;
 8. Requiring each eligible employee authorized to telework to enter a telework agreement as a pre-condition for the employee to participate in the Telework Program;
 9. Certifying that there are sufficient tasks that can be suitably performed at an alternative worksite—the amount of time an employee is authorized to work at an alternative worksite should be in direct correlation to the anticipated amount of work to be performed at the alternative worksite;
 10. Managing teleworkers effectively so that telework does not diminish employee performance or agency operations, in accordance with DHS/USCIS performance management guidelines;
 11. Contacting the USCIS Disability Accommodation Program Manager in the Office of Equal Opportunity and Inclusion in any and all situations where an employee requests telework because of a medical condition, even if the manager otherwise intends to grant the request under telework procedures;
 12. Conducting alternative worksite inspections, if required for the organization to which assigned;
 13. Maintaining and reporting telework-related data to the local Telework Coordinator, the USCIS Telework Program Manager and/or the Chief, Employee Programs and WorkLife Services Division, as applicable annually, or as required;
 14. Identifying positions or duties suitable to participate in telework and sharing this information with all employees;
 15. Adjusting individual telework arrangements to meet the needs of the organization they supervise;
 16. Ensuring teleworkers follow the required IT security practices outlined in DHS Directive 140-01, and related and derivative policies and procedures;
 17. Reporting all personally identifiable information security violations to the USCIS Command Center, and other appropriate parties, within 1 hour of discovery of the incident;
 18. Coordinating with OIT, procuring the IT tools necessary for teleworkers to continue their productivity at the alternative worksite—the IT equipment, software, and system access provided for at the alternative worksite should be similar to those provided at the USCIS worksite, when possible;
 19. Increasing and promoting alternative worksite safety and health awareness to provide a safe work environment, free of hazards;
 20. Complying with the [Federal Employees' Compensation Act](#), as applicable, when an employee who is directly engaged in performing the duties of their job is injured at the alternative worksite;
 21. Identifying teleworkers who are designated “emergency” and/or “mission critical” employees and ensure that designation appears in their telework agreements;
 22. Completing all required USCIS training related to telework, including Information

Technology Security Awareness Training and telework training courses for [managers](#) at [telework.gov](#);

23. Ensuring that all potential participants complete telework training before participating in the program;
 24. Participating in required telework surveys;
 25. Designating local Telework Coordinators and points of contact; and
 26. Delegating in writing, all or part of the responsibilities in this section to the lowest practical levels that best meet organizational or operational needs; and
 27. Approving local travel/TDY in accordance with the travel policy specified in the USCIS Financial Management Manual or other OCFO policy guidance.
- I. Employees are responsible for:
1. Completing [Form G-1129, Telework Program Application and Agreement](#), and [Form G-1129A, Alternative Worksite Safety Certification](#), if applicable;
 2. Completing Form-1128 is selecting an alternate work schedule specifying the days and hours the employee will be working at the agency facility or at the alternate worksite. This schedule will also be indicated on the Telework Program Application and Agreement;
 3. Complying with local telework implementing procedures;
 4. Adhering to agreed-upon hours of work in accordance with established policies;
 5. Adhering to established policies on requesting leave when leave is to be taken;
 6. Completing a telework agreement as a pre-condition to participate in the Telework Program and maintaining a current telework agreement;
 7. Ensuring proper and accurate accounting and documenting of time and attendance records, including time spent in telework status;
 8. Using Government office equipment for official purposes, except as provided in [DHS Directive 4600.1](#) and the USCIS Rules of Behavior;
 9. Following the policy for use and operation of information systems and computers in accordance with [DHS Directive 4900](#);
 10. Adhering to and operating under the provisions of the telework agreement;
 11. Informing supervisors promptly of an injury or occupational disease occurring in the course of work-related duties at the alternative worksite;
 12. Being responsible for all operating costs incurred for set-up and maintenance of an alternative worksite when not specifically addressed in the telework agreement;
 13. Being responsible for the security of all official data and records and for the protection of any GFE and property used in carrying out the mission of DHS and USCIS while in transit and at the alternative worksite;
 14. Obtaining written approval from the supervisor or Information Security Systems Manager, as required, to take personnel-related data (in either paper or electronic format) from the USCIS worksite;
 15. Reporting all security violations of personally identifiable information (PII) to their supervisor immediately upon discovery of the incident;
 16. Verifying and certifying that the alternative worksite complies with health and safety requirements and maintaining safety at the alternative worksite. Work must be performed in the designated work area of the alternative worksite;
 17. Ensuring compliance with DHS's [Workers' Compensation Program](#) directive;
 18. Allowing for inspections of the alternative worksite, if required by the organization;
 19. Completing all required USCIS training related to telework participation

including, but not limited to, Information Technology Security Awareness Training and employee [telework training](#) courses in the USCIS learning management system;

20. Participating in all required telework surveys;
21. Ensuring their contact information (for example, address and personal telephone number(s)) is current in the online telework application system—this contact information, some of which may be PII, may be provided to authorized USCIS and DHS personnel, and others with have a need-to-know. PII will be safeguarded from unauthorized disclosure;
22. Notifying a supervisor before a change to the approved alternative worksite, or if the worksite should, at any time, not be in compliance with all applicable safety, health, or security standards; and
23. Ensuring accountability and accessibility of official USCIS files (for example, A- Files, T-Files, C-Files, and Receipt-Files) when removed from the USCIS worksite.

VII. Questions, Comments and Suggestions

Contact the Office of Human Capital and Training at teleworkandremotework@uscis.dhs.gov.

VIII. Appendix A

Telework Program Requirements and Procedures

Note: This USCIS Management Directive, issued in accordance with established USCIS guidance, establishes mandatory agencywide policy that, without compromise, is effective for USCIS operations as stated hereafter and must be observed by all USCIS employees. USCIS Management Directives are not intended to, and must not provide a basis for, any policy or practice that contravenes or supersedes any currently effective Federal or DHS policy or practice.

Neither the proponent office for this directive nor any USCIS official other than the Director or Deputy Director may issue qualifications or revisions to this directive. All revisions to this directive must become effective only upon satisfaction of the USCIS Management Directive process and approval of the Director or Deputy Director.

**U.S. Citizenship and Immigration Services
Telework Program
Telework Program Requirements and Procedures**

I. Eligibility Criteria—Position Related

- A. Although many positions are suitable for telework, not all aspects of all positions can be performed at alternative worksites. Work suitable for telework depends on the tasks of the position, rather than job series or title, type of appointment, or work schedule. However, even jobs not entirely suited for telework may contain functions and tasks that can be performed at an alternative worksite either on a regularly scheduled or intermittent basis. When determining whether a task, function or project may be suitable for telework, consideration should be given to the following factors:
1. Tasks that are portable and can be performed effectively outside the employee’s USCIS worksite;
 2. Tasks that are measurable or project oriented;
 3. Client or customer contacts that are predictable or may be satisfied by frequently checking voice mail for messages;
 4. Work contacts that can be adjusted to allow for telephone communications or conducted when the teleworking employee is at the USCIS worksite;
 5. Materials, data, and communications needed for telework tasks must not present a security risk or breach of confidentiality to DHS or USCIS or its customers. The integrity and confidentiality of any document removed from USCIS must be protected from disclosure;
 6. Tasks do not require extensive face-to-face contact with the supervisor, other employees, stakeholders, customers, or the general public;
 7. Tasks do not involve the employee giving or receiving substantial supervisory oversight, mentoring, or assistance on a continuous basis; and
 8. Work that requires face-to-face client or customer contact, including certain interviews is not amenable to telework; however, an alternative work schedule can be considered.
- B. The immediate supervisor will certify that there are sufficient tasks that can be suitably performed at an alternative worksite. The amount of time an employee is authorized to work at an alternative worksite should be in direct correlation to the anticipated amount of work to be performed at the alternative worksite.

II. Employees Not Eligible Under Any Circumstances

- A. The [Telework Enhancement Act of 2010](#), specifies two categories of Federal employees who cannot telework under this guidance:
1. An employee who has been officially disciplined for being absent without permission for more than 5 workdays in any calendar year. “Official discipline” is disciplinary action that results in the placement of a document in an employee’s electronic official personnel file (eOPF); or

2. If the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (5 U.S.C. 6502(a)(2)(B)).
- B. The bar on participation would remain in effect as long as the document stays in the employee's eOPF.

III. Employee Participation

- A. Participation in telework is open to all Eligible Employees without regard to race, color, gender, religion, national origin, parent status, age, disability, sexual orientation, or genetic information. Employees must not be subject to reprisal (for having participated in a protected equal employment opportunity activity, political activity, or union activity) when determinations for telework participation are made.
- B. The Telework Enhancement Act of 2010 does not mandate an employee's participation in the USCIS Telework Program or entitle an employee to participate in the program. Participation in the Telework Program requires supervisor approval. Employees voluntarily participating in the Telework Program may withdraw from the Telework Program after providing sufficient advance notice (a minimum of 14 calendar days is generally expected) to afford management and other employees adequate time to plan for the teleworker's return to a the USCIS worksite. Eligible employees participating in the Telework Program may be recalled by their supervisors to the USCIS worksite when warranted for legitimate business reasons.
- C. Employees participating in the Telework Program will be expected to work during the duration of an emergency event or request to use paid (for example, annual leave) or unpaid leave—even if such events fall on days when the employee would not normally telework ([5 CFR 630.1605](#)). There are also situations where employees may be compelled to work from home, regardless of whether they are teleworkers. For example, during a pandemic, USCIS may issue an evacuation order and identify the employee's home as their safe-haven worksite ([5 CFR 550.409\(a\)](#)).

Similarly, during a catastrophic event that disrupts agency operations and results in the activation of COOP ([5 U.S.C. 6504\(d\)\(2\)](#)), employees may be directed to report to an alternative work location, which could be their home. These situations are not true telework arrangements because they are not triggered by participation in a telework agreement (that is, the employee's position may not generally be eligible for telework); however, for emergency events, such as a pandemic or a COOP activation, employees are expected to complete [telework training](#) and a temporary emergency telework agreement, with a start and end date, as determined by the USCIS director. The director may adjust the dates as needed.

IV. Establishing, Modifying, Terminating, and Reinstating Teleworking Agreements

- A. Approved teleworkers must complete Form G-1129 and Form G-1129A to start teleworking. The local Telework Coordinators will maintain copies of approved forms for any reporting

requirements. For employees who telework on an intermittent basis, a separate agreement for each telework episode is not necessary if the employee has signed an agreement to telework on an intermittent basis. However, each incident of telework must have advance supervisory approval. Additionally, individual telework agreements must be reviewed and renewed at least annually to remain in effect; and an alternative worksite Safety Certification must be updated whenever an employee's address changes.

- B. The operational needs of USCIS are paramount. Employees who have been authorized to telework do not have an automatic right to continue to telework. Telework arrangements may be modified, adjusted, or terminated when deemed necessary by USCIS management for legitimate business needs, including externally driven requirements and security breaches and the like, as well as for performance reasons or when requested by an employee.
- C. Unless legitimate business needs/reasons dictate otherwise, USCIS management must provide a 14-calendar day advance written notification before modifying or terminating a telework agreement to allow the affected employee to make necessary arrangements. The reason for termination will be documented in Part II of [Form G-1129](#), signed by the appropriate supervisor or manager, and furnished to the affected employee. USCIS management may require the employee to report to work on a specific telework day when the needs of the office dictate without providing the 14-calendar day advance written notification.

V. Salary

Telework implementing procedures must establish the USCIS worksites as the employees' official duty stations for pay purposes.

VI. Attendance and Leave

- A. **Hours of Duty:** Participation in the Telework Program in conjunction with participation in the Alternative Work Schedules Program is permissible. However, it is management's right to limit participation to one program based on legitimate business needs or reasons or modify an approved alternative work schedule as a condition to approving a telework agreement.
- B. **Leave:** Teleworkers must adhere to all established leave procedures. The procedures for requesting leave remain unchanged for teleworkers.
- C. **Time and Attendance:** Time spent in a teleworking status must be accounted for and reported in the same manner as if the employee reported for duty at the USCIS worksite. Proper recording, monitoring, and certification of employee worktime is critical to the success of the Telework Program. Under GAO-03-352G, the telework implementing procedures must allow for the proper monitoring and certification of teleworkers' time and attendance ensuring that teleworkers are only paid for work performed and absences from scheduled tours of duty are properly accounted.
- D. **Emergency Dismissal or Closure Conditions:** Emergency conditions can consist of inclement weather, a pandemic health crisis, or manmade or natural disasters. Although a variety of circumstances may affect individual situations, the principles governing

administrative leave, dismissals, and closings remain unchanged.

1. If USCIS announces an early dismissal due to an emergency condition to allow employees to return home safely, employees will be dismissed and granted weather and safety leave only for the amount of time required to commute home. They must notify their supervisor of their intent to telework the remainder of their duty day, or request leave, or a combination of both.
2. If USCIS announces an early dismissal due to an emergency condition to allow employees to return home safely, and the employee is working at an alternative worksite that is other than the employee's home, the employee will follow the dismissal procedures of the alternative worksite.
3. If the employee is working at home when an early dismissal due to an emergency condition is announced for the USCIS worksite, the employee is expected to continue working or request annual leave, other paid time off, or leave without pay, unless the employee is instructed otherwise by their supervisor or manager.
4. When the USCIS worksite closes for an emergency (for example, inclement weather) and it is announced before the beginning of a workday, employees who telework from an alternative worksite not affected by the emergency (for example, home or other alternative worksite) are expected to continue working or notify the supervisor of their intent to telework, use unscheduled leave, other paid time off, or leave without pay, unless the employee is instructed otherwise by their supervisor or manager.
5. When an emergency affects only the alternative worksite for a major portion of the workday, the employee is expected to report to the USCIS worksite or request supervisory approval of annual leave, other paid time off, or leave without pay.
6. When an employee knows in advance of a situation that would preclude working at the alternative worksite, the employee must either report to the USCIS worksite or request supervisory approval of annual leave, other paid time off, or leave without pay.

VII. Facilities and Equipment

- A. **Official Worksite:** Teleworkers may be provided with alternate workspace at their official or USCIS worksites. Teleworkers may share workspace with other staff members or be assigned to varying workstations on the days they work at their official or USCIS worksites.
- B. **Alternative Worksite:** It is critical that the alternative worksite is free from distractions and that the employee be free from obligations that would impair the employee's ability to provide the same time and level of attention to the work product as when at the USCIS worksite. The worksite and workstation must be set up to afford secure information processing, including the proper storage of sensitive but unclassified DHS and USCIS proprietary information (in both electronic and paper form), records, and personal property. The workstation must not be the source of vulnerabilities to the DHS and USCIS network. See Section VIII of this appendix for details and guidance governing the proper storage and security of sensitive information, PII, and personal property.
- C. **Alternative Office Space:** Telework implementing procedures must adhere to the minimum standards established below for workstations at the alternative worksite.

- D. Authorization of an Alternative Worksite:** A specific place for performance of telework duties must be identified and authorized in advance.
1. Requirements for the worksite will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, employees must be able to easily communicate with the supervisor, serviced clients, and co-workers during the telework day.
 2. The place of employment, including alternative worksites, is subject to Federal safety and health policies and should be free from recognized hazards that cause or are likely to cause death or serious injury or illness. Employees are responsible for verifying and ensuring that their alternative work areas comply with health and safety requirements, as reflected on [Form G-1129A](#).
 3. Alternative worksite visits may be conducted to ensure and preserve the integrity of the Telework Program. A supervisor or management official may conduct routine visits of the alternative worksite for compliance with the requirements of this telework directive. Results of compliance visits are a necessary part of the information managers are required to consider assessing the employee eligibility for continued participation in the Telework Program, as outlined in this directive.
- E. Government-Furnished Equipment:** Using GFE is required for teleworking at all alternative worksites. Telework implementing procedures must reflect current USCIS procedures regarding the purchase, transfer, and installation of GFE. Such equipment may include a notebook or desktop computer, printer, peripherals (for example, flash drive or disk), server, scanner, network hardware, server software, workstation software, or cellular phone.
1. To purchase GFE, an Information Technology Service Request (ITSR) must be submitted to OIT via the respective pre-approval authority. The ITSR procedures and service request status can be obtained from the [OIT intranet website](#).
 2. OIT will provide installation and configuration services, including the installation of software, encryption of the hard drive. Requests for services can be submitted to OIT or the USCIS Help Desk, as applicable.
 3. Directorates and program offices will provide GFE to its employees for teleworking. Where program funding limitations may constrain employee participation in telework, offices should explore alternative arrangements to permit employees to telework. Consultation with appropriate approving and subject matter officials, (for example, the Chief Financial Officer and Chief, OIT) must occur to ensure that the parameters of governing laws, rules, and regulations are considered.
 4. GFE is to be used for authorized purposes and limited personal use in accordance with DHS policies, including [DHS directive 4600.1](#).
 5. The Government retains ownership and control of hardware, software, and data. In these situations, the Government is responsible for the maintenance, repair, and replacement of such equipment.
 6. Teleworkers must notify their supervisors immediately of any malfunction of GFE and return the equipment to the office for service.
 7. Teleworkers must protect GFE in accordance with established procedures and are accountable to USCIS for any GFE that may be issued to them. If GFE is unsecured

and consequently, damaged by non-employees (for example, dependents of the employee) teleworkers may be held liable for the repair or replacement of the equipment, software, and such to the same extent they are presently held to when furnished equipment is damaged due to their negligence.

8. The Government will not provide or install telephone or internet access nor pay for related monthly services.
- F. **GFE Computer Security Issues:** Directorates and program offices' telework policies and implementing procedures must stipulate that only hardware and software configuration procured by the Federal Government and authorized by an approving official, or designee, for the alternative worksite should be installed. Under no circumstances should employees be allowed to add non-GFE or unauthorized hardware or software to GFE.
 - G. **Computer Software Copyrights:** Where individual license agreements allow for computer software to be installed on multiple computers, as long as only one is in use at any given time, employees may install Government-licensed computer software on the alternative worksite computer (GFE only) to perform official work. Each software manufacturer's license agreements terms must be examined by the Chief, OIT, on a case-by-case basis, to determine whether or not this is permissible. The Chief, OIT, will consult with the Office of Chief Counsel on the interpretation of any license. This will reduce telework expenses for the employee, while expanding the nature of work that may be performed at the alternative office.
 - H. **Commercial Computer Software:** Directorates and program offices' telework policies and implementing procedures must identify the official having authority to approve or disapprove an employee's request to use software purchased by the Government at the alternative worksite. In this instance, the approving official should ensure that an employee's use of Government-furnished software is not prohibited by a license agreement.
 - I. **Telecommunications and Internet Services:** Agency-issued cell phones should only be used as a hotspot for emergencies or while on travel as external wireless access points are not managed, maintained, or monitored by USCIS and are not considered trustworthy.
 - J. **Personal Expenses:** Teleworkers are expected to pay for costs incurred in operating an alternative worksite in a residence. The Government will not reimburse employees for additional costs, such as utilities or insurance, associated with working at an alternative worksite. Potential savings to the employee resulting from reduced commuting, meals, and such, may offset any incidental increase in costs to teleworkers.

VIII. Secure Operations

- A. Using encrypted hard drives and flash drives is required for Government-furnished computer systems. Using the virtual private network (VPN) is required for access to the Government network. Information about VPN requests is available on the [OIT intranet website](#).
- B. A combination of physical controls, unique user identifiers, passwords, terminal identifiers, access control software, and strict adherence to security procedures is required to protect the information from unauthorized access. Supervisors and employees must ensure that

assigned personal IDs, passwords, access codes, and such, are accounted for and maintained properly.

- C. Teleworkers must comply with security procedures to protect Government information stored on magnetic media of the worksite when the computers are repaired or serviced. Where the hard disk of a worksite computer is inoperable, arrangements must be made to remove sensitive information from the hard disk before having the computer serviced.
- D. Directorates and program offices must ensure adequate property management procedures for their accountable property (computers), whether owned or leased, to ensure an immediately retrievable inventory and physical location identification of automated data processing equipment and software.
- E. To ensure file accountability and accessibility, employees who will be away from the alternative worksite for more than 24 hours must return all DHS and USCIS data and materials (excluding hardware, containers, drawers, etc.) to the USCIS worksite. In addition, A-Files, T-Files, C-Files, and Receipt-Files must be available for return to the USCIS worksite within 4 hours, both during normal business hours and, in the event of an emergency, outside normal business hours.
- F. Classified data may not be removed from employees' USCIS worksites to alternative worksites.
- G. Decisions regarding whether to allow the handling or removal of sensitive data, as well as records subject to the Privacy Act, from the USCIS worksite to the alternative worksite for telework purposes are delegated to individual supervisors who permit employees to work at an alternative worksite. The following requirements should be considered when making this decision.
 - 1. Hardcopy and electronic sensitive but unclassified (SBU) information may be transported to and from, and accessed at, an alternative worksite, as long as the employee can safeguard the information under the applicable DHS and USCIS policies and guidance, including DHS directive 11042.1, DHS Directive 11056.1, and the June 13, 2007, DHS Action Memorandum, "Review of Safeguarding Policies and Procedures for Personnel-Related Data." SBU includes PII, SSI, Privacy Act, and For Official Use Only (FOUO) information. Although this information may not always be marked as sensitive, the employee is required to recognize it as such and safeguard it accordingly. Examples of SBU include social security numbers or alien numbers, date and place of birth, biometric records, home addresses and telephone numbers, signatures, and information relating to an individual's financial transactions, education, medical history, criminal record, or employment history.
 - 2. Sensitive personal property (for example, badges, credentials, decision stamps, security ink, sensitive forms, remote access tokens, laptop) may be transported to and from and accessed at an alternative work location as long as the employee can safeguard the information in accordance with the applicable guidance, including DHS Directive 11010.1 and legacy USCIS Management Directive ADM-5350.

3. At a minimum, when SBU or GFE is not being used, the employee must store the sensitive information and personal property under lock and key with sufficient access control measures, such as in a locked room, desk drawer, safe or file cabinet, to afford adequate protection and prevent unauthorized access by other family members, residents, visitors, or other persons without a need-to-know.
 4. When traveling with sensitive property or information by commercial transportation, the employee must not place the material in checked luggage. The employee will keep the sensitive material with them at all times in carryon luggage until it can be secured at the alternative worksite.
 5. When traveling by private conveyance, the employee must keep sensitive property and information in their possession unless locked in a cargo or luggage compartment, the contents of which are not visible from outside the conveyance.
 6. When removed from an authorized storage location and when persons without a need-to-know are present, or where casual observation would reveal SBU information to unauthorized persons, measures such as an unmarked folder, envelope, or SBU cover sheet must be used to prevent unauthorized or inadvertent disclosure.
 7. The employee must obtain written permission from their supervisor, office chief or associate director, or the Information Security Systems Manager before taking PII home. As at the office, emailing PII/SPII both internally within the DHS email network or externally to non-DHS parties is permissible, as a result, of the security features introduced by Microsoft Office 365 and the encryption protection inherent to all emails transmitted within the DHS email network. Full SSN may be sent without encryption or password protection internally when sent within the body of the email or in an attachment. Never send full SSN in the "Subject Line."
 8. Hardcopy SBU information, such as printed or written documents or notes, must be destroyed by shredding, burning, pulping, or pulverizing in a way that assures destruction beyond recognition and reconstruction. SBU material may not be disposed of in regular trash or recycling receptacles unless first destroyed as specified above. Electronic storage media must be sanitized by overwriting or degaussing as specified by governing IT policy.
 9. The employee must know and follow the appropriate notification procedures if the documents or equipment are lost, damaged, stolen, or otherwise compromised, including informing the USCIS Command Center.
 10. The employee's telework agreement should specify safeguarding requirements specific to the individual's duties, as needed.
- H. Care must be taken to ensure records subject to the Privacy Act and sensitive non-classified data are not disclosed to anyone except those who are authorized such access and have a need-to-know to perform their duties. When such information is displayed on a computer screen, it must not be visible to others. Computer privacy screens that block PC screen visibility to others must be used when SSI is displayed on a computer monitor at an alternative worksite. Similarly, PII must be safeguarded from unauthorized disclosure. All PII security violations must be reported to the USCIS Command Center and other appropriate parties within 1 hour of the incident.
- I. Directorates and program offices allowing employees to access records subject to the Privacy Act, or records subject to safeguarding as PII, from a remote worksite must maintain appropriate administrative, technical, and physical safeguards to ensure the

security and confidentiality of the records.

- J. Family members and other unauthorized individuals are prohibited from handling or viewing any Government SBU information, including SSI, Privacy Act, and FOUO data.

IX. Standards of Ethical Conduct

All employees, including those who telework, are expected to comply with [DHS Directive 0480.1](#). Failure to comply with the standard while working at an alternative worksite may result in termination of the telework agreement and disciplinary action for misconduct.

**Department of Homeland Security
Collective Bargaining Agreement(s) –
Telework Provisions**

Master Agreement

Between



National Protection and Programs Directorate
(NPPD)

And

American Federation of Government Employees
Local 918
(AFGE)

Agreement 2011

ARTICLE 16 – DEVELOPMENT AND TRAINING

- A. **EMPLOYEE DEVELOPMENT.** The Agency and the Union agree that the training and development of employees within the unit is a matter of primary importance to the Parties. The Agency agrees to develop and maintain effective policies and programs designed to achieve this purpose, consistent with its needs and available funding.
- B. **EMPLOYEE INITIATIVE.** The Agency and the Union recognize that each employee is responsible for applying reasonable effort, time and initiative in increasing his or her potential value to the Agency through self-development and training. Employees are encouraged to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase their efficiency in the performance of their duties and for possible advancement in the Agency.
- C. **FAIR AND EQUITABLE / AGENCY NEEDS.** The nomination of employees to participate in training and career development programs and courses shall be based on Agency needs and will be fair and equitable. Merit system principles shall be applied to the process where applicable. When two or more employees compete for the same training opportunity, seniority will be the tie breaker between two equally eligible employees after management takes into consideration factors including duty assignment, previous training opportunities, work requirements, length of service, and other relevant considerations when making selections. When training requests are denied, Management will provide a written explanation for the basis of their decision.
- D. **SCHEDULE VARIATIONS.** Employees may be granted variations within the normal workweek, including leave without pay, for educational purposes consistent with Agency needs. The use of alternative work schedules, work at home or telework programs will be considered to support educational advancement, where such accommodations do not impede or conflict with Agency mission fulfillment.
- E. **INDIVIDUAL DEVELOPMENT PLAN.** The Agency shall encourage meaningful participation by the individual employee in the creation of a personal plan for career self-development. In developing this plan, the employees may seek counseling and advice from the supervisor. The Agency will ensure that training opportunities are appropriately communicated via posting to the Professional Development and Training website, NPPD newsletter, direct email to personnel or other communication vehicles. The Agency will assign training for trainee level positions consistent with applicable policy and the needs of the Agency.
- F. **ELIMINATED POSITIONS.** The Agency agrees that, when an employee is reassigned due to the position previously held having been eliminated, sufficient training as determined by the Agency will be given to the employee to enable him or her to perform the duties of the new position.
- G. **OUTSIDE (NON-AGENCY) TRAINING.** Employees must be aware that there may be service and training performance requirements, which if not met, may result in financial obligations for the employee. The Agency shall pay authorized expenses for outside training at a facility, approved by the Agency when the following conditions have been met:
 - 1. Merit system principles are applied to the process where applicable;

2. Legal Restrictions. The Parties recognize that the law provides that the Agency may not establish such a schedule or continue such a schedule if the schedule would result in adverse agency impact as defined in 5 U.S.C. § 6131:
 - (a) A reduction in the productivity of the agency;
 - (b) A diminished level of services furnished to the public by the agency; or
 - (c) An increase in the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing an alternative work schedule).
3. If an agency approved AWS program is proposed to be terminated, the Agency will provide Union with appropriate written notice citing adverse agency impact, see C2, above, as the reason for this proposed change in working conditions
4. Employee Participation.
 - (a) After a Region or HQ Program has established an AWS program for an organizational unit or category of employees, those employees may request participation in an agency approved AWS program or continue to work a regular schedule. An employee who wishes to participate in AWS must submit a completed DHS Form 3080-1 (6/05), Request for Alternate Work Schedule, to his or her supervisor. The proposed effective date will not normally be sooner than two full pay periods after the submission of the form. The effective date must coincide with the beginning of a scheduled pay period.
 - (b) All work schedules must be approved or disapproved by the immediate first-line supervisor (or designee) and reviewed by the designated program manager. The completed form must be retained by the immediate supervisor for one year from the date the schedule is terminated or the request is disapproved.
 - (c) An employee will be provided written notice of the reasons a request is disapproved or a schedule is terminated.
5. Overtime. It is understood by the Parties that, under law, none of the hours that constitute an alternative work schedule may be compensated with, or be credited for purposes of premium pay.

ARTICLE 30 – TELEWORK

The subject of telework will be addressed in subsequent bargaining. Any agreement reached by the Parties shall be incorporated into this Agreement as an Appendix.

ARTICLE 31 – LEAVE

A. POLICY. The following shall apply to all types of leave in this Article.

1. Employees are entitled to accrue and use leave in accordance with applicable laws, regulations and this Agreement.
2. Leave requests shall be made and recorded through WebTA (or successor time accounting system). In the event WebTA is temporarily unavailable to an employee or in

ARTICLE 15: TELEWORK

Section 1. Telework (also commonly referred to as flexi place, telecommuting, or mobile work) has the potential to enhance the quality of work life for employees, while also maintaining productivity, mission, and operational continuity during emergencies without compromising employee safety. The policy and procedures contained in this Article memorialize the parties' commitment to continue to enhance the CBP-NTEU Telework Program for all CBP employees.

Section 2. The Agency will continue to make available the procedures, policies, guides, and related forms for all employees on the CBP Telework Program resource center website. Such information will include the impact of the alternative worksite becoming the employee's official duty station, e.g., potential changes in locality pay.

Section 3. Definitions.

- A. Alternate Worksite** is a place where official duties are performed away from the traditional worksite. An alternate worksite can be a designated area in a home-based office or other approved location.
- B. Approving Official** is a management official with delegated authority to review, modify, approve, deny and/or terminate the Telework arrangement.
- C. CBP Telework Ready Employee:** An employee who is on an approved telework arrangement (e.g. core or situational/episodic), is equipped with the appropriate secure and approved technology equipment and has an approved alternate worksite.
- D. Core Telework** is a telework arrangement that occurs on a routine, regular, and recurring basis one or more days per work week.
- E. Electronic Telework Program Arrangement Package (e-TPAP):** An on-line electronic telework arrangement package that includes the Telework Agreement, Safety Self Certification Checklist, CBP Form 121 and OPM Telework Fundamentals Training, CBP IT Security Awareness and Rules of Behavior Training Certifications, and the Public Transportation Incentive Program (PTIP) form, if applicable.
- F. Federal Government Closures:** These are situations that prevent significant numbers of Federal employees from reporting to the office on time or remaining at the office for the full workday and for situations which require Federal offices to close. Situations may include emergencies, severe weather conditions, natural

disasters, and other incidents causing disruptions of government operations.

- G. Portable Work:** Work normally performed at an employee's official worksite that can be performed at an alternate worksite. This work is part of the employee's regular assignments and does not involve a change in duties.
- H. Situational/Episodic Telework:** A telework arrangement that occurs on an ad hoc, occasional, episodic, or short term basis. These arrangements are appropriate for operational requirements, a temporary medical situation/condition or emergencies. The situational/episodic telework arrangement may occur on one or more occasions any time during a pay period and does not require a set work schedule.
- I. Telework Agreement:** A written agreement, along with terms and conditions of the agreement between the Agency and an employee, to permit the employee to perform official duties, responsibilities, and other authorized activities away from the traditional worksite.
- J. Traditional Worksite:** The worksite where the employee regularly performs his or her duties, absent an approved telework arrangement.
- K. Unscheduled Telework:** A form of telework that allows employees to telework in response to specific announcements by OPM or other local government deciding/authorizing officials regarding emergency situations. Employees must be CBP Telework ready, notify and seek approval prior to using the unscheduled telework option.

Section 4. General Policies.

- A.** An employee's participation in a telework arrangement is voluntary. Telework is neither an employee entitlement, nor an alternative for child, elder or dependent care or a means to conduct personal business (e.g. home repairs, running a self-owned business, etc.).
- B.** An employee (CBP Telework Ready) covered by a telework agreement may be required to telework outside of his/her normal telework schedule during temporary emergency or Federal government closure situations as set forth in Section 5 of this Article.
- C.** Telework is appropriate for those positions whose assigned duties, tasks, or other work activities can be performed at an alternate worksite.
- D.** In order to participate in telework, employees in eligible positions (see Section 6

below) must have a performance rating of Successful (or equivalent) and may not be on leave restriction, the subject of any pending performance or disciplinary action, or the subject of an allegation of misconduct, that may prevent the performance of the full scope of required duties. Management has the discretion to approve an employee's telework arrangement request prior to the one year performance appraisal period or less than one year of the employee's appointment in the position.

- E. Employees who have been subjected to any final disciplinary or performance action within the last twelve (12) months are ineligible to participate in a telework arrangement. Exceptions to this criterion may be requested by employees in an eligible position and approved or denied by the approving official on a case-by-case basis.
- F. Employee and Supervisor responsibilities during the submission/approval process include:
 - (1) Eligible employees who wish to participate in the Telework Program must complete and submit the on-line electronic Telework Program Arrangement Package (e-TPAP), in its entirety and attach all required documents and certifications to their supervisor.
 - (2) After the supervisor has received the required package above, and within thirty (30) days of the submission, the employee will schedule a discussion with the supervisor regarding the employee's request, eligibility, opportunities and expectations.
 - (3) When considering employee request to telework, the Agency acknowledges its commitment to approve/deny telework requests no later than fifteen (15) calendar days from the date of the discussion.
- G. Eligible employees must adhere to the guidelines set forth in the CBP Telework Program Telework Arrangement, to include the Terms and Conditions, Self-Safety Certification Checklist, and all established CBP policies and procedures, including security, leave, and conduct.
- H. Participating employees must complete the appropriate on-line OPM Telework Fundamentals Training Employees on www.telework.gov. Participating employees must certify their completion of the training by attaching the certificate of completion to their telework arrangement (e-TPAP).
- I. A permanent significant change in the terms of the telework arrangement requires a new telework agreement setting forth such changes. Permanent changes include

employee requested changes to the approved telework agreement or a significant change in duties being performed that impact position eligibility. An employee's existing telework arrangement will not be impacted pending the approval of the new telework agreement. If approved, the employee will be exempt from taking the required OPM Telework Fundamentals Training on-line telework training again.

- J.** Unless otherwise instructed by an approving official, employee(s) will perform official duties only at the traditional worksite or Agency approved alternate worksite. Upon request, an employee's alternative worksite will be his or her approved home-based office. If other than or in addition to the home-based office, the participating employee must indicate the change on the e-TPAP.
- K.** Nothing in this Article prohibits management from approving participating employees to telework up to five (5) days per week and work any of the work schedules established in accordance with Article 14: Alternative Work Schedules.
- L.** When considering employee requests to telework, the Agency acknowledges its commitment to approve telework requests consistent with its responsibility for ensuring the successful performance of Agency work at the traditional and alternate work sites.
- M.** In the event a telework request is denied by the approving official, the employee will be provided with a written justification supporting the denial.
- N.** An employee may opt out of the telework arrangement at any time. The employee must contact their supervisor, in advance and in writing, to terminate his/her telework arrangement (e-TPAP). Unless otherwise agreed, the employee can request a new telework arrangement six (6) months after the effective date of his or her Opt Out Option election.
- O.** If a participating employee is designated as a Continuity of Operations (COOP) employee, he/she must at least be placed on a situational/episodic telework arrangement and be telework ready to support the agency in the event of an emergency.
- P.** Teleworkers may be required to share workspaces/workstations while working at the traditional or mobile worksite. A workspace/workstation sharing arrangement may involve employees sharing one office/cubicle or use of unassigned workstations set aside for shared use by teleworkers. Absent an existing agreement on workspace sharing, CBP will notify NTEU in accordance with Article 26.

Q. Once per quarter, upon request, NTEU National will receive a report on telework applications submitted by NTEU bargaining unit employees. Requests will be submitted to the CBP Telework Program Coordinator. NTEU may also request and will receive an in-person briefing from CBP. Reports will provide the following information:

- (1) Employee name
- (2) Employee's Field Office/Work Location
- (3) Date application was created
- (4) Date of approval/denial
- (5) Decision: Approved or Denied
- (6) Number of telework days requested
- (7) Number of telework days approved
- (8) Date telework commenced

Section 5. OFFICE DISMISSAL AND CLOSURE PROCEDURES

This section establishes the telework and leave procedures CBP employees will follow in the event the Agency, OPM or the Federal Executive Board determines to close a government office where CBP employees work. All employees within CBP will follow the same procedure, as noted in this section.

A. Three types of employees are identified within: Core telework ready, episodic telework ready and non-telework employees.

For the purposes of this section, the following definitions will apply:

- (1) A core telework ready employee is an employee on a regular and recurring telework schedule who is prepared to telework.
- (2) An episodic telework ready employee is an employee who schedules telework on an ad hoc basis and is prepared to telework.
- (3) A non-telework employee is an employee who does not have an agreement to telework at any time.

B. Policies in the event of an office closure:

- (1) Administrative leave for office closures will be determined on a case-by-case basis in accordance with Article 37, Section 10: Excused Absences.
- (2) Core telework ready employees are expected to work from their approved alternate worksite for the entire work day if the office closure occurs on their

approved telework day(s).

- (3) Episodic telework ready employees, as defined above, are expected to work from their approved alternate worksite for the entire work day. Exceptions will be evaluated on a case-by-case basis (e.g., an episodic employee who does not have access to portable work may request to be excused from telework).
- (4) When possible, the Agency will notify employees who have a core or episodic telework agreement in advance of potential office closures. In anticipation of potential office closures, employees on an approved telework agreement will ensure that they are prepared to telework in case of closure.
- (5) In the event an employee who is on a core or episodic telework agreement is not telework ready (i.e., is unable or unprepared to work in a telework status), the employee must notify his/her supervisor (or designee) at the earliest available opportunity, but absent just cause, no later than one (1) hour before the time in which the employee is scheduled to report for duty in a telework status.
- (6) Absent a supervisor's assignment of work, employees will self-certify if they are telework ready during an office closure.
- (7) Employees who are not telework ready will receive the appropriate leave in accordance with the Agency's policy.
- (8) Nothing in this Section prevents an employee from requesting leave in accordance with the terms of the National Collective Bargaining Agreement.

C. In the event an office closure occurs when an employee has pre-approved leave:

- (1) After annual or sick leave has been approved, employees are not expected to work throughout the duration of the leave request.
- (2) If an office closure occurs while an employee is on approved sick or annual leave, the employee will remain in their pre-approved leave status, unless one of the following exceptions apply:
 - a) The employee who was on pre-approved sick leave for a medical appointment no longer requires leave and elects to telework in lieu of continuing approved sick leave.
 - b) The employee who was on pre-approved annual leave elects to telework in lieu of continuing approved annual leave.

- c) An employee under pre-approved sick leave for a medical appointment which is subsequently cancelled, and does not have a core or episodic telework agreement, is not eligible to telework and will receive leave in accordance with the Agency's policy, typically excused absence.
- d) An employee under pre-approved annual leave, whose leave is interrupted by the same event causing the office closure, and does not have a core or episodic telework agreement, is not eligible to telework and may request a cancellation of their annual leave and receive leave in accordance with the Agency's policy, typically excused absence.

Section 6. Position Eligibility.

- A.** Eligibility in a Telework arrangement is directly connected to the work duties assigned to an employee. Absent the performance of duties identified in subsection B below, most positions that do not require the wearing of a CBP uniform are presumed to be appropriate for Telework.
- B.** Examples of duties that would justify some or all employees in a position being ineligible for Telework arrangements may include one or more of the following:
 - (1) On-site activity that cannot be handled remotely or at an alternative worksite;
 - (2) Office support and phone coverage;
 - (3) Hands-on contact with machinery, equipment, vehicles, etc.;
 - (4) Positions that require the physical presence at all times; or
 - (5) When Customer service or Agency mission would be adversely affected (e.g., workload increase for other employees, team performance is reduced, unable to respond to customers/clients, etc.).
- C.** All participating employees, including employees in positions generally excluded from core Telework arrangements, are eligible for situational/episodic Telework arrangements.
 - (1) Determinations as to situational/episodic Telework arrangements will be made on an ad hoc basis based on the employee's ability to perform assigned duties, task or other work activities at the alternate worksite.
 - (2) In the event a request for situational/episodic Telework is denied by the

approving official, the employee will be provided with a written justification supporting the denial.

Section 7. Compensation & Benefits.

- A.** Unless participating in a full-time arrangement which results in a change in the employee's official duty station, Telework is not a basis for changing salary or benefits.
- B.** Upon approval of a core Telework arrangement (i.e., one or more Telework days per week), a participating employee who also participates in the Public Transportation Incentive Program (PTIP) will submit an amended PTIP benefit application to reflect any reduction in actual transportation costs, as appropriate.
- C.** The participating employee's timekeeper will have a copy of the employee's work schedule. The employee's time and attendance for hours worked at the traditional worksite and the alternate worksites, which are consistent with the Agency's policy, will be certified by the approving official bi-weekly.
- D.** Participating employees may be assigned and approved overtime as determined necessary by the Agency. All applicable employment and labor laws, including but not limited to statutes, regulations, rules, policies, negotiated agreements, etc. governing overtime and/or work scheduling, will continue to be adhered to. Participating employees must ensure that all overtime is authorized/approved, in advance, by his/her supervisor.

Section 8. Leave.

- A.** Employees will continue to follow established office procedures and practices for requesting and obtaining approval of leave.
- B.** In emergency situations, which require the traditional worksite to close, the employee will continue to perform at his or her alternate worksite unless the work cannot be performed due to the closing of the traditional worksite. When an emergency affects only the alternate worksite for a major portion of the workday, the employee must consult with the supervisor for instructions as whether to report to the traditional worksite or request annual leave or leave without pay.

Section 9. Conduct.

Participating employee(s) are bound by Agency standards of conduct while working at the alternate worksite. Nothing in this Article precludes the Agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with

the provisions of their Telework agreement or Agency policies and procedures.

Section 10. Technology and Security.

- A.** Participating employee(s) must certify that the Agency's Security Awareness Training has been completed.
- B.** Participating employee(s) must have an internet connection (high-speed connection [e.g., DSL or cable] is recommended) before requesting a Telework arrangement. Employees must be accessible at all times, via telephone, during his/her working hours. Participating employees are responsible for all costs associated for their own Internet connection and telephone.
- C.** Employees who Telework will ensure government property and information are kept safe, secure, and separated from his/her personal property and information.
- D.** Employees who Telework will be the sole operators of the government-owned equipment they use and will abide by established Agency policy regarding the use of government-owned equipment for personal business.
- E.** Technical support will be provided to participating employees when needed. A participating employee's Telework arrangement may be temporarily or permanently terminated, in the event technical problems significantly reduces independence from the traditional worksite that prevents the employee from performing assigned duties at the alternate worksite. In such circumstances, the employee should consult with their supervisor as to whether to report to the traditional worksite or request leave.

Section 11. Liability.

The Agency will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternate worksite, except to the extent the Agency is found liable under by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Section 12. Alternate Worksite Costs.

- A.** Except for costs associated for an employee's own Internet connection and telephone, the Agency will provide the supplies and equipment determined necessary by the Agency for participating employees to perform their assigned duties. Customary office supplies (such as paper, pens, etc.) provided at the traditional worksite will be made available by the Agency to employee(s) participating in a Telework arrangement.

- B.** Technical administrative services such as photo-copying, facsimile transmissions, mailing, etc. will normally be conducted during time at the traditional work site. In the event a participating employee desires Agency reimbursement for technical administrative services performed at an alternate work site, advance written approval must be obtained from the Agency.
- C.** To support the use of Telework and a mobile workplace, the Agency may replace desktop computers and telephones at the traditional worksite with portable devices and equipment to effectively perform his/her duties while in a telework status.

Section 13. Workers' Compensation.

Participating employee(s) are covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at either the traditional or the alternate worksite. The employee will notify the supervisor immediately of any accident or injury that occurs at the alternate worksite and to complete any forms required in connection with claims based upon the accident/injury.

Section 14. Work Assignments/Performance.

- A.** An employee on a telework agreement will have their work and conduct evaluated the same as employees at the traditional worksite.
- B.** If management determines at any time during the evaluation year that an employee's performance has diminished, and a continued decline could result in an annual performance rating of Unsuccessful (fails to meet expectations), management will give notice to the employee of the performance deficiency, counsel the employee, and give the employee an adequate opportunity to improve. If the employee does not improve after notice, counseling, and an adequate opportunity to improve, it may be grounds for temporarily rescinding an employee's telework agreement. In such cases, the employee will be notified of the deficiencies determined by management and provided instruction on what conditions need to be met to have their telework agreement re-evaluated.
- C.** If the employee's performance fails to improve, they will be evaluated pursuant to the procedures set forth in Article 19: Employee Proficiency Review and their telework agreement will remain rescinded.

Section 15. Records Management.

Participating employee(s) will protect U.S. Government and Agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act

of 1974 (5 U.S.C. § 552(a)).

Section 16. Home Inspection

- A. The Agency reserves the option to inspect alternate worksites for adequacy and compliance with safety requirements.
- B. Absent unusual circumstance, home inspections will be conducted during normal working hours with prior notice of at least two (2) business days.
- C. Upon request by a participating employee, a NTEU representative may be present at a home inspection while in an official time status consistent with Article 30: Union Representatives and Official Time. Home inspections will not be unreasonably delayed to accommodate a request for NTEU presence at the home inspection.

Section 17. Agency Directed Return to Work & Changes to Telework Arrangements.

- A. Participating employee(s) must be available to work at the traditional worksite, normally with a one-day advance notice, when management makes a determination that the employee's presence is required. The employee may request to Telework on an alternate day, in cases where he/she is required to report to the traditional worksite on a regularly scheduled Telework day.
- B. When a participating employee is required to return to the traditional worksite on a temporary basis, the employee must report within a reasonable amount of time. Time required to report to the official worksite, including traveling distance and mode of transportation factors, will be taken into consideration in evaluating what is reasonable.
- C. Requests by the participating employee to change a scheduled Telework day(s) in-a particular week or biweekly pay period must be submitted in advance, prior to the effective date of the change, in writing, and approved by the Agency.
- D. In the event an employee is removed from Telework for cause, i.e., the employee is ineligible pursuant to the policies set forth in Section 4.D above, the employee will be expected to return to the traditional worksite on a permanent basis within a reasonable period of time.

Section 18. Employee Initiated Return to Work.

If a participating employee believes there is a need to return to the traditional worksite,

the employee will normally provide their approving official with two (2) weeks advance notice. The notice will indicate if the return to the traditional worksite is temporary or permanent and also include a brief description of the reason(s) prompting the return to the traditional worksite.

Section 19.A. Employee(s) returning to the traditional worksite for any reason may not have the same working conditions they had prior to participating in a Telework arrangement.

- (1) The Agency will attempt to provide the returning employee with the same working conditions (work area space, equipment, etc.) that the employee possessed prior to participating in Telework.
- (2) In the event the returning employee's prior working conditions cannot be accommodated, the Agency, within a reasonable amount of time, will provide similar working conditions as other bargaining unit employees at the traditional worksite.

Section 20. Selection Order.

A. In following through with its commitment to support Telework, the Agency will make a good-faith effort to provide sufficient funding for Telework arrangements. In the event limited funding or resources result in limitations in selections for telework arrangement to fewer than the number of employees volunteering, the following hierarchy will be followed:

- (1) Employee with a disability;
- (2) Employee with temporary or chronic health problems, whom may otherwise choose to leave the Agency; then
- (3) All other selections will be made by seniority. Seniority is defined as time as a CBP employee in a position subject to telework. Ties will be broken by Service Computation Date (SCD), then coin flip. In the event, that selections are between employees in different positions, seniority will be determined by SCD.

B. Conflicts in days worked at the alternate work site will be resolved through seniority. However, seniority does not allow a new telework agreement to negate an existing agreement (e.g. a senior employee may not bump a junior employee who is on an existing agreement.)

Section 21. To foster the growth of and monitor the efficiency of the Telework program,

NTEU will be provided the same Telework data provided by the Agency in compliance with statutory or regulatory reporting requirements.

Section 22. Local Level Variation. By mutual agreement of the parties at the local level, post-implementation bargaining concerning the impact of changes in office space, selection orders, and any other Telework matter not in conflict with this Article or Agreement is permitted. “By mutual agreement” is an understanding that neither party is allowed to take post-implementation bargaining disputes to any method of impasse resolution.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DHS OFFICE OF STRATEGY, POLICY AND PLANS/
OFFICE OF IMMIGRATION STATISTICS
AND
AFGE LOCAL 1924**

1. PARTIES.

The Parties to this Memorandum of Agreement ("MOA") are the United States Department of Homeland Security (DHS) Office of Strategy, Policy and Plans/Office of Immigration Statistics (OIS) and the American Federation of Government Employees (AFGE) Local 1924 ("the Union") (collectively, "the Parties").

2. AUTHORITIES.

This MOA is entered into under the authority of the Federal Labor Management Relations Statute found in Title 5, United States Code, Chapter 71.

3. PURPOSE.

The purpose of this MOA is to document approval of, and terms and conditions for, the relocation of OIS bargaining unit employees (BUEs) from the DHS Nebraska Avenue Complex (NAC) to the St. Elizabeths campus.

4. TERMS AND CONDITIONS.

- a. Classification/Seat Selection: A list of non-supervisory OIS positions coded 8888 will be provided to the Classification Branch, where their bargaining unit status will be reviewed and corrected if warranted. For the purpose of the initial OIS seat selection process at St. Elizabeths, all non-supervisory OIS staff will be considered as being in the bargaining unit.
- b. Workspaces: All OIS bargaining unit employees (BUEs) will be in W-1 cubicles for the initial move. Any changes to these working conditions may be subject to impact-and-implementation (I&I) bargaining (e.g., staff who telework more than 50% of the time may be required to share workspaces in the future). Every cubicle will have a space where valuables can be locked. Work stations in offices and/or cubicles will be fitted with desktops and work surfaces that can be adjusted to desirable heights.
- c. Telework/AWS Pilot: The parties agree to complete bargaining over a new Memorandum of Agreement (MOA) on Alternative Work Schedules (AWS) and Telework (TW) as soon as practicable after the move of the office to the St. Elizabeths campus. The anticipated MOA will supersede the pilot MOA that was negotiated in 2016.

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- d. LMR Meetings: By mutual agreement, the parties may have regular labor-management relations meetings to discuss the telework pilot and other matters of concern.
- e. Seating Preference: OIS BUEs will be given first preference whenever window cubicles become available in the designated OIS space.
- f. Workspace/Seating Assignments: These assignments in the designated OIS space will be determined by a two-tiered system of considerations. The first tier consideration is for employees who do not telework or only have episodic telework agreements. The second consideration tier is for employees on regular (core) telework agreements. If more than one BUE wishes to select the same workspace, seniority will determine the selection order.
- g. Seniority: For the purposes of OIS seating selection at St. Elizabeths, seniority is defined as:
1. Time in OIS
 2. Time in Federal Service
 3. Time in DHS Component
 4. Coin Toss
- h. Vacant Work Stations: Management will inform BUEs of the opportunity to move to vacant work stations as they become available. Employees may request a move to the vacant work station subject to the two-tiered consideration system and seniority as defined above. New on-boarding staff and employees temporarily assigned to OIS (e.g., Presidential Management Fellows, detailees, etc.) will be assigned to vacant work stations subject to the same rules, but only after first preference for vacant seating selection has been offered to current OIS BUEs.
- i. Seating Selection: OIS employees will be emailed a blueprint of the OIS seating arrangements at St. Elizabeths for review. A paper blueprint will also be provided at a staff meeting to allow the employees to choose their workspace in order of seniority as defined above. An employee may designate (in writing, to their supervisor) another employee (proxy) to request a seating assignment on their behalf.
- j. Ergonomic Assessments: Upon an employee's request to the immediate supervisor, ergonomic assessments will be made to ensure proper posture and the placement/use of equipment in the new work station. Management will inform the BU employees annually of this option by e-mail, with a copy to the president of AFGE Local 1924 and the designated OIS union stewards.
- k. Office Equipment: Employees may request from their supervisor a noise-cancelling telephone/computer headset, computer privacy screens and/or a mirror. Granting these requests is at management's discretion and is dependent on equipment availability and budgetary constraints.

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- i. Transition Attire: Employees may dress casually on their packing and move-in days. Employees will be given a reasonable amount of time to pack and unpack their belongings.
- m. Transition production standards/project deadlines: Management will consider adjusting production standards and/or project deadlines during the moving transition. The moving transition timeframe includes packing date, unpacking date and equipment setup and troubleshooting.
- n. Advance Notice of Move: Management will give the Union and BUEs as much notice as possible on the exact dates of the moves in order for employees to make appropriate arrangements, including, but not limited to area parking. The current date of the OIS move is set for April 5, 2019.
- o. Temporary Workspace Disruption: If office construction or painting is not completed on time and an odor is present, the affected employees will be allowed to telework episodically if they have the necessary agreement or will be designated suitable work space in unaffected locations until the construction is completed and odors are abated.
- p. Union Office: Subject to availability, a hard-walled office with a locking door will be provided for the exclusive use of AFGE Local 1924. The office will contain suitable furniture (locking file cabinets, desk, chairs, and table) and suitable equipment, including a computer, monitor, printer, scanner, and telephone. The office may or may not be located in the Center Building or other suitable locations on the campus. Pending the availability of such an office, management will provide a locking file cabinet and a bulletin board for the exclusive use of AFGE Local 1924 within the designated OIS work area.
- q. Telework Equipment: Commensurate with DHS Telework Instruction 123-05-001, Section VI(E), "Telework Equipment and Services" and other relevant DHS policies, OIS BUEs may request suitable Government Furnished Equipment (GFE) for effective work at their alternative work site (such as one or two computer monitors), subject to the availability of funding and equipment inventory.
- r. Bargaining Teams: The parties were represented by bargaining teams of up to four (4) negotiators. The Union's bargaining team included employees from each of the two bargaining units (non-professional and professional). The parties informed each other of their chief negotiators and bargaining team members prior to the commencement of negotiations.
- s. Official Time: The Union's OIS members of the bargaining team were authorized appropriate official time by OIS management for the duration of the negotiations, including caucuses and actual time at the bargaining table.

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- t. Negotiations: The parties met on December 14, 2018, at the St. Elizabeths campus for a tour of the OIS workspace and informal pre-decisional involvement (PDI) discussions. The parties met again on March 8, 2019 at 3801 Nebraska Avenue, NW, to negotiate this Memorandum of Agreement.

5. OTHER PROVISIONS.

- a. Amendment and Modification: The Parties may propose amendments or modifications to this MOA as needed. The proposed amendments or modifications shall be in writing and forwarded to the other Party for consideration. Amendments or modifications to this MOA shall become effective by mutual written consent of the Parties.
- b. Review: The Parties agree that this MOA will be reviewed periodically to evaluate its effectiveness and make any necessary changes or updates.
- c. Effective Date: This MOA is effective upon the signature of all Parties.
- d. Severability: Nothing in this MOA shall be construed to conflict with current law, regulation, or directive of DHS. If a term of this MOA is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOA shall remain in effect.
- e. Rights and Benefits: Nothing in this MOA is intended to diminish or otherwise affect the authority of the agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable by law by any party against the United States, its agencies or offices, state agencies or officers carrying out programs authorized under federal law, or any other person.
- f. Disagreements: Should disagreement arise in the interpretation of the provisions of this MOA, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within thirty (30) days, the Parties shall forward the written presentation of the disagreement to respective higher level officials for appropriate resolution.
- g. Funds Transfer: This MOA, in and of itself, does not result in the transfer of funds or other financial obligations between the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. This MOA is subject to the availability of funds.
- h. Period of Agreement/Termination: This MOA will remain in effect until terminated by the Parties. The terms and conditions of this MOA may be amended or modified by the mutual agreement of the parties. Either party may request to re-negotiate these terms and conditions.

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6. POINTS OF CONTACT.

The point of contact for Management is the Deputy Assistant Secretary for Immigration Statistics. The point of contact for the Union is the President of AFGE Local 1924.

7. APPROVED BY.

For Management

For the Union

Date

Date

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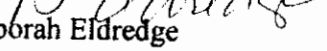


Homeland Security

OCT 22 2019

MEMORANDUM FOR: Celisa Stephens, Executive Director
Human Resources Management and Services
301 7th Street SW
Washington, DC 20024

Michael Knowles
President
AFGE, Local 1924
3408 Cypress Drive
Falls Church, VA 22042

FROM: 
Deborah Eldredge
Acting Executive Director
Human Capital Policy and Programs

SUBJECT: Agency Head Review of Memorandum of Agreement between the
DHS Office of Immigration Statistics and AFGE Local 1924

Pursuant to title 5, United States Code § 7114 (c)(1), the Memorandum of Agreement between the Department of Homeland Security (DHS) Office of Immigration Statistics (OIS), and American Federation of Government Employees (AFGE), Local 1924 signed on September 27, 2019, concerning the Telework and Alternative Work Schedules for OIS bargaining unit professional and non-professional employees, was submitted for review. The Memorandum of Agreement has been reviewed and is hereby approved with the mandatory understanding that consistent with the Telework Enhancement Act of 2010, any employee that is officially disciplined for being absent without permission for more than five days in any calendar year or has been disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography on a Federal Government computer or while performing official Federal Government duties, will have their telework privileges permanently revoked.

**Memorandum of Agreement
Between
DHS Office of Immigration Statistics (OIS)
And
American Federation of Government Employees Local 1924**

Parties

The parties to this Memorandum of Agreement (MOA) are Department of Homeland Security (DHS) Headquarters (HQ), Office Strategy, Policy, and Plans - the Office of Immigration Statistics (management) and American Federation of Government Employees (AFGE) Local 1924, on behalf of the professionals and non-professionals bargaining units in the Office of Immigration Statistics.

Purpose

The success and mission of the Agency is first and foremost a priority. A productive workforce is part of ensuring that success. Permitting telework arrangements may be an option for an employee to perform work at an approved alternative worksite such as the employee's home or a telework center. In broad terms, these are not mutually exclusive and flexibility should be considered in scheduling and administering telework. Communication of standards of performance, task requirements and management, and completion timelines are key to attaining desired outcomes and performance during telework and alternate work schedules.

This document outlines the terms and conditions of telework and alternate work schedule (AWS) described in section 4(c) of the Memorandum of Agreement regarding the relocation of OIS bargaining unit employees from the DHS Nebraska Avenue Complex (NAC) to the St. Elizabeths campus and supersedes the pilot agreement signed by OIS management and AFGE 1924 (Parties) on October 7, 2016.

Provisions

1. The Parties recognize that the mission of the agency takes priority over employee convenience and telework and AWS may be suspended or cancelled as a result of technological limitations or if customer service, office efficiency, or the agency mission is adversely affected (e.g., workload increase for other employees, team performance is reduced, unable to respond to customers/clients).
2. The Parties agree to utilize telework and AWS following the procedures below. On a quarterly basis, the Parties may mutually agree to meet to assess and evaluate this arrangement and may, by mutual agreement, make enhancements or modifications to these terms and conditions.

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Telework

1. Eligible employees are able to work both regularly scheduled (core) and episodic telework. Eligible employees will be allowed up to three days per week of regular telework and in addition may perform episodic telework at management's discretion. Management may designate a day precluded from selection as a regular telework day on an office- or team-wide basis.
2. Employees may only routinely be out of the office up to three days per week, including regular telework and AWS days off. Telework-eligible employees who work a compressed or Maxiflex schedule may request up to two days of regular telework during the week of their regular AWS day off.
3. Managers will coordinate with individual employees to make determinations on the appropriate arrangement/scheduling of the telework days on a case-by-case basis. Telework days will be arranged so as to ensure adequate on-site coverage of teams for five days per week.
4. With appropriate business need (or pursuant to OPM guidance in the event of inclement weather), employees may request additional episodic telework days. Employees requesting episodic telework days must make an advance request, to the best of their ability, to their supervisor or his/her designee and receive approval for the use of episodic telework. Management will make determinations on the appropriate telework arrangement on a case-by-case basis.
5. Employees may be required to come into the office on scheduled telework days.
 - a. Employees unable to gain the connectivity necessary to perform their work must contact their supervisor or his/her designee. Employees may explore work options with their supervisor to see if any other work can be done without coming into the traditional worksite.
 - b. Participating employees must be available to work at the traditional worksite when management makes a determination that the employee's presence is required. When possible, management will notify employees by the end of their tour of duty the day before their next telework day if the employees need to report to the traditional worksite.
 - c. When an employee is notified to come into the office, the employee is expected to report to the office as soon as possible and should discuss the timing of their arrival with their supervisor. The employee may request to telework an alternate day in cases where the employee is required to report to the traditional worksite on their regularly scheduled telework day.
 - d. If the employee must come into the office after the employee's regular workday has begun, travel time into the office will be considered duty time. Employees

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may request to use accrued leave or credit hours instead of coming into the office.

6. In the event management is unable to accommodate all requests for the same core telework day(s), priority will be given to employees based on seniority as follows: 1) time at OIS; 2) time in federal service; 3) time in a DHS Component and 4) coin toss. This condition will be applied by the individual OIS team manager to subordinate staff to ensure adequate on-site coverage necessary to meet mission goals.
7. Management will provide laptops, and other equipment as available, for effective performance of the assigned duties of employees while teleworking. Employees are expected to be available for meetings, whether on telework or non-telework days, and management will endeavor to make meetings as accessible as possible for teleworking employees so that teleworking may generally be as effective as working in the office. Teleworking and in-office employees will be accountable and responsible for responding to email messages, phone calls, and instant messenger in a timely manner.

Alternative Work Schedules

1. Employees may request a work schedule from management's schedule offerings which include:
 - Regular Schedule - fixed schedule, 8 hours/day, 5 days/ week
 - Compressed Schedule (5/4-9)
 - Gliding Schedule - 8 hours/day, 5 days/week, variable arrival/departure times
 - Maxiflex Schedule - flexible arrival/departure times, established flexible hours; one non-core day per pay period.
 - Variable Day Schedule - may vary arrival/departure times on a daily basis during the established flexible hours along with the length of the workday. (An agency may limit the number of hours an employee may work on a daily basis.) A full-time employee must work 40 hours a week.
2. Managers will coordinate with individual employees to make determinations on the appropriate arrangement/scheduling of requested AWS days on a case-by-case basis. AWS days will be arranged so as to ensure adequate on-site coverage of teams for five days per week.
3. For employees on a flexible schedule (Gliding, Variable Day, or Maxiflex), the core hours will be 9:30 AM – 3:00 PM, Monday - Friday. For all employees on a flexible schedule, the start time cannot be earlier than 6:00 AM and end time cannot be later

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than 7:00 PM. For all employees on a fixed schedule, the start time cannot be earlier than 6:00 AM and the end time cannot be later than 6:00 PM. Night differential and overtime pay will not be approved without advance written supervisory approval. Management will sometimes need to ensure an employee is in the office by a certain time to attend meetings or complete work assignments. Management will provide explicit notice, either by discussion, email, or in a meeting request to indicate that an employee will need to be in the office by a certain time. Example: employee on a gliding or flex schedule will need to attend a meeting at 9:00 AM to represent the agency. Nothing in this arrangement will interfere with management's right to assign work.

4. Employees on a Maxiflex schedule may choose one non-core day per pay period. Management may designate a day precluded from selection as a non-core day. Employees may request to work on their non-core day(s) to make up hours or earn credit hours. Work on a non-core day(s) may be telework or at the traditional office.
5. Management may designate a day precluded from selection as a regular day off for employees on a compressed 5/4-9 schedule.
6. In the event management is unable to accommodate all requests for the same Maxiflex non-core day or compressed 5/4-9 regular day off, priority will be given to employees based on seniority as follows: 1) time at OIS; 2) time in federal service; 3) time in a DHS Component; and a 4) coin toss. This condition will be applied by the individual OIS team manager to subordinate staff to ensure adequate on-site coverage necessary to meet mission goals.
7. Employees on a flexible work schedule (Gliding, Variable Day, or Maxiflex) may work credit hours outside of their regular working hours if they receive advance supervisory approval. Employees may not carry over more than 24 credit hours from pay period to pay period, per OPM rules.
8. Employees may work overtime, compensatory time, or credit hours outside of their regular working hours if they receive advance written supervisory approval.
9. Employees must maintain their leave and telework schedules on the OIS telework and leave SharePoint calendar and designated IM software to indicate when they are working remotely or out of the office. Employees will activate their out of office notifications in their outlook on days when they are not scheduled to work.

Eligibility

1. New employees are limited to episodic telework during their initial time at OIS while inculcating culture, learning immigration and statistical information, and developing relationships with supervisors and coworkers. Employees will be eligible to request one regular telework day after completing three months at OIS. After an additional three months, they may request additional regular telework days.

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2. Members of management are required to treat employees similarly, whether they are in the office or on telework. This includes frequency of contact, provision of opportunities, and oversight of performance. Managers may require employees to work in the office to afford increased engagement, direct/hands-on supervision, and/or work with other employees on projects. Telework schedule should not delay timelines for completion of work.
3. Employees' telework privileges may be suspended or revoked for disciplinary or performance reasons. Employees may request reinstatement of their telework after the issue has been resolved.
4. Eligibility for a telework arrangement is directly connected to the work duties assigned to a position. Examples of duties that may justify some or all employees in a position being ineligible for telework arrangements may include one or more of the following:
 - a. On-site activity that cannot be handled remotely or at an alternate worksite;
 - b. Office support, especially dealing with the public;
 - c. Hands-on contact with machinery, equipment, vehicles;
 - d. Duties that require the physical presence at all times; or
 - e. When customer service or Agency mission would be adversely affected (e.g., workload increase for other employees, team performance is reduced, unable to respond to customers/clients).

Denials and Requests

1. An employee's participation in a telework or AWS arrangement is voluntary and can be cancelled by the employee or revoked by management at any time. Telework and AWS are privileges, not rights.
2. Denials of applications to the telework program, whether regular or episodic, or to the AWS program, will be provided in writing to the employee. Specific reasons for the denial will be provided.
3. In the event an employee is removed from telework or AWS for cause (e.g., the employee is ineligible pursuant to the eligibility requirements stated above), the employee will be expected to return to the traditional worksite.

Points of Contact

Marc Rosenblum
 Deputy Assistant Secretary
 Office of Immigration Statistics
 (202) 447-3581

Michael Knowles
 President, AFGE Local 1924
 (703) 859-4426

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Other Provisions

Effective Date: This MOA will become effective upon agency head review and the date of the last signature.

Amendments: The Parties may propose amendments to this MOA, as needed. The proposed amendments shall be in writing and forwarded to the other Party for consideration. Amendments to this MOA shall become effective by mutual written consent of the Parties and upon incorporation in this MOA.

Review: The Parties agree that this MOA shall be reviewed periodically to evaluate its effectiveness and make any necessary changes, which shall be made only through written amendments.


Severability: Nothing in this MOA or any amendment shall be construed in a fashion that conflicts with law, regulation, or directive of the Parties. If a term of this MOA is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOA or any amendment shall remain in effect.

Disputes: The Parties will make best efforts to amicably resolve disputes that may arise under this agreement through discussions between them.

Termination: This agreement will initially remain in effect for three years unless modified or terminated by mutual agreement of the Parties. Following the initial period, it will automatically renew in one-year increments, unless modified or terminated by mutual agreement of the Parties.

APPROVED BY:

U.S. DEPARTMENT OF HOMELAND SECURITY
OFFICE OF STRATEGY, POLICY, AND PLANS



Marc Rosenblum
Deputy Assistant Secretary
Office of Immigration Statistics

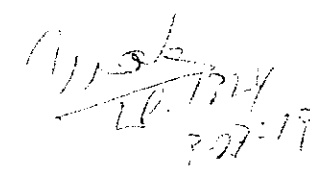
Nov. 25, 2019
Date

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1924

Michael Knowles
President
AFGE Local 1924

Date

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2019-11-25

ARTICLE 19: TELEWORK

SECTION 1. GENERAL

- A. The Parties agree to follow the policies and procedures set forth [in FEMA Manual 123-9-1. Telework](#), dated January 9, 2013, except as otherwise provided in this Agreement.
- B. The purpose of telework is to complete the duties, responsibilities and other authorized activities (such as online training) of an employee's official position from an alternative worksite, other than at the location an employee normally works. FEMA promotes telework (also known as flexiplace, telecommuting, or work-from-home) as a workplace flexibility for recruiting top talent; retaining current employees; accommodating employees with disabilities; reducing the cost of office space, absenteeism, and use of workers compensation; and to ensure continuity of essential governmental functions in the event of an emergency.

SECTION 2. DEFINITIONS

- A. Emergency: Includes national and local security situations, extended emergencies, or other unique situations when the Agency is closed or access to an employee's official duty station or other agency facilities is limited.
- B. Regular Telework (Core): Work that is performed on an established work schedule at an approved AWL on a regular, recurring, and ongoing basis. Telework arrangements may be determined by the Supervisor to be full-time or part-time based on eligible telework duties and portable work needs (full-time arrangements must consider Section 3-3, Official Duty Station). Employees with Regular Telework agreements may also apply for Situational Telework in order to work on specific projects and/or in response to an emergency.
- C. Situational Telework (Episodic): Telework that occurs on an occasional, non-routine basis and/or during COOP/pandemic health crisis or other emergency situations. Supervisors have discretion to establish timeframes for Situational Telework (Episodic) based on work-related factors such as work priority, deadlines, etc. When making an approval for a situational telework agreement for a medical reason, special project, or accommodation request, the agreement must be reviewed and reapproved every 30 days. Telework arrangements may be determined by the Supervisor to be full-time or part-time based on eligible telework duties and portable work needs (full-time arrangements must consider Section 3-3, Official Duty Station). The definition of situational telework includes "unscheduled telework" as defined separately. Situational telework may be used:
 - 1. To allow an employee to perform work on a specific organizational project or a discrete portion of a project;
 - 2. To permit an employee to perform work at an AWL during inclement weather;
 - 3. To allow an employee to perform work when his/her official worksite is not accessible (e.g., building damage/emergency, or because of traffic disruption due to street closures, conventions, demonstrations, etc.);

4. To enable an employee to perform work at an AWL during an agency closure or early dismissal (see Section 3-9, Emergency Situations for further detail); or
 5. For an employee who is recovering from illness or an injury and is temporarily unable to physically report to the traditional office, as supported by documentation from the employee's physician.
- D. **Telework:** A flexible work arrangement under which employees perform the duties and responsibilities of their positions from an approved worksite other than the location from which the employee would otherwise work.
- E. **Telework Application and Agreement:** A written agreement of the terms and conditions of the telework arrangement that is completed and signed by the participating employee and the supervisor or designee(s).
- F. **Unscheduled Telework:** A term applied in the context of OPM's Washington, DC, Area Dismissal and Closure Procedures, in reference to telework that occurs on day(s) that a telework approved employee was not scheduled in advance to telework. This is considered a type of situational telework and applies to all FEMA locations.

SECTION 3. PROCEDURES

- A. Employees requesting to telework shall:
1. Complete the telework awareness training
 2. Prepare a telework documentation package ([FEMA Telework Program Application and Agreement Form](#) and [FEMA Telework Health and Safety Checklist](#)) in accordance with FEMA Manual 123-9-1
 3. Submit telework documentation package to supervisor for approval
 4. Submit approved telework documentation package to the Telework Coordinator
 5. Update Transit Subsidy application, if required.
- B. If a telework request is disapproved, the employee will be provided with justification for the disapproval.
- C. The telework arrangement may be terminated in writing by either management or by the employee with reasonable advance notice, generally fourteen calendar days, but not less than seven calendar days. When an arrangement is terminated by management, the supervisor must provide the employee with a brief, written explanation as to why.
- D. Management reserves the right, normally with one day notice, to require employees to return to the official duty location on scheduled telework days, based on operational requirements. Exceptions for a lesser notification may be appropriate in certain unforeseen situations.
- E. With supervisory approval, an employee may report to the office on any regularly scheduled telework day.

- F. Employees may request to have additional alternate work location approved following the procedure in paragraph A above.

SECTION 4. TERMS AND CONDITIONS

- A. Employees who telework must be available to their coworkers, supervisor, and customers in the same manner as if they were in their duty location. Specific communication expectations (e.g. use of Microsoft Lync) shall be addressed in the telework agreement, if necessary.
- B. Employee performance for teleworkers and non-teleworkers will be evaluated using the same performance management program and standards that cover workers at traditional office/duty locations. This includes providing all employees the same opportunities and treatment with regards to work assignments, periodic appraisal of job performance, awards, recognition, training and developmental opportunities, promotions, and retention incentives.
- C. While in a telework status, employees will not be treated differently nor will their administrative or reporting requirements to their supervisors vary from when working in the office (i.e. teleworking employees may only be required to report their status to their supervisor or to report on work accomplished or to be accomplished if required to do so when present in the office).
- D. Teleworkers are responsible for ensuring appropriate arrangements for the care of dependents at home if the home is their official telework duty location. That is, employees may not use telework to personally care for a dependent. However, this does not preclude a teleworker from having a caregiver working in the home providing care to the dependent(s) while he/she teleworks.
- E. Telework may not be used in lieu of sick leave.
- F. Time and Attendance, Work Performance and Overtime.
 - 1. Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported for duty at the official duty station. The employee is required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.
 - 2. The employee agrees to follow their normal mission area/agency/staff office procedures regarding the requesting and approval of overtime, credit hours, and leave that are worked while in a telework status.
 - 3. All approved telework hours are to be reported in the WebTA Time Attendance and System.
- G. Teleworking employees continue to be bound by DHS and FEMA standards of conduct and performance directives and policies while working at the alternate worksite.

SECTION 5. EMERGENCIES

- A. Employees shall monitor, read and comply with OPM or Agency announcements unless otherwise directed by their supervisors. In situations of emergency closings, late openings, or early dismissals, employees shall follow the procedures set forth in [FEMA Manual 123-9-1, Chapter 3-9](#).
- B. The Agency may require any employee to telework in accordance with an activated Continuity of Operations Plan (COOP).
- C. Supervisors may excuse telework ready employees from work and grant annual or administrative leave with pay, as appropriate, when an emergency adversely affects the telework site (e.g., disruption of electricity, loss of heat, loss of connectivity, etc.), or if the teleworker faces a personal hardship that prevents him or her from teleworking effectively. Dependent care needs do not ordinarily entitle a teleworker to administrative leave; annual leave will be granted as appropriate.

SECTION 6. OFFICIAL TIME FOR UNION REPRESENTATIVES

In locations where Union office space is not provided, Union representatives may use official time in accordance with the Official Time Article while in a telework status. Union representatives must be on an approved telework agreement for such official time to be approved.



CBA 2019

PROFESSIONAL EMPLOYEES AGREEMENT

**U.S IMMIGRATION AND CUSTOMS ENFORCEMENT
AND AFGE LOCAL 511**

American Federation of Government Employees, AFL – CIO
Effective Date September 1, 2019



ARTICLE 17

TELEWORK PROGRAM

Section 1. Introduction

- A. Telework is a work arrangement in which the employee performs officially assigned duties at an approved worksite or Alternate Duty Station (ADS) away from the employee's primary worksite. Telework is intended to provide benefits to the Agency and employees through increased productivity, flexibility, and reduced commuting time and expenses. Telework also relieves congestion on the nation's transportation systems and conserves resources. Telework may also play a critical role in emergency situations by establishing communication patterns and dispersed offsite capabilities, thereby ensuring the continuity of essential functions following a serious disruption to the Agency's operations. An ADS can include a government or private telework center, the employee's home, or other approved location equipped with the necessary standard office equipment as described in Section 5.F.
- B. Eligible employees may telework to the maximum extent possible without negatively impacting employee performance or mission accomplishment. Eligible employees are employees in a position with tasks determined by the Agency as being suitable for telework. Employees must also meet the Telework Program eligibility requirements described in Section 3.
- C. Decisions to approve telework will be made on a case-by-case basis. Teleworking is not an entitlement or right, and a telework agreement may be terminated by either the employee or the Agency.

Section 2. General Considerations

- A. Telework schedules may vary depending upon the individual arrangements agreed to by the employee and the authorizing Agency official.
- B. This program provides for two (2) types of telework pursuant to a telework agreement:
 - 1. Core Telework. Work scheduled in advance and performed at an ADS on a regular and recurring basis one or more days per pay period.
 - 2. Situational/Episodic. A telework arrangement used on an occasional, non-routine, or irregular basis at the Agency's discretion, for part of a day, for individual days or hours within a pay period, or for several pay periods on a temporary basis for an appropriate purpose, such as:
 - a. temporary incapacitation due to injury or illness;
 - b. more efficient completion of a project;

- c. potential emergency situations;
- d. temporary accommodation of an employee's disability; or
- e. other legitimate reasons as determined by the Agency.

C. Participants in telework may be permitted to use alternative work schedules.

Section 3. Eligibility Criteria

A. When determining whether a task, function, or project may be suitable for telework, consideration should be given to the following position-related eligibility criteria:

- 1. whether tasks are portable and can be performed effectively outside the employee's primary worksite;
- 2. whether tasks are measurable or project-oriented;
- 3. whether client or customer contacts are foreseeable or may be satisfied by frequently checking voicemail for messages;
- 4. whether work contacts can be adjusted to allow for telephone communications or work assignment can be accomplished when the teleworking employee is not at the primary worksite;
- 5. whether materials, data, and communications needed to carry out telework tasks present a security risk or breach of confidentiality to DHS, ICE, or its customers;
- 6. whether the integrity and confidentiality of any document removed from the Agency would be protected from disclosure;
- 7. whether tasks require extensive face-to-face contact with the supervisor, other employees, stakeholders, customers, or the general public; and
- 8. whether tasks involve the employee receiving substantial supervision or oversight or providing mentoring or assistance on a continuous basis.

B. The Authorizing Official has sole discretion to determine the weight to be given to each of the various factors listed in Subsection A.

C. Employees who have worked for the Agency less than one year will not be allowed to participate in the telework program, except on an occasional Situational/Episodic basis.

D. An employee may be authorized to telework if the following eligibility criteria are met:

- 1. the employee has not received disciplinary action within the last 12 months;

2. the employee's most recent performance appraisal reflects a rating of at least "Fully Successful," "Meets Expectations," or the equivalent for each critical element;
3. the employee is not on a Performance Improvement Plan (PIP), as provided in Article 24;
4. the employee is not on leave restriction;
5. the employee has a history of reliable and responsible performance of duties, trustworthiness, professionalism, and subject matter expertise;
6. the employee has the workspace, utilities, and equipment suitable for the work to be performed at the designated ADS as specified in a telework agreement;
7. the designated ADS complies with reasonable safety standards, including, but not limited to, the building's electrical system is grounded and all equipment is free of hazards that would cause physical harm (e.g., frayed, bare, loose, or exposed wiring); telephone lines, electrical cords, and extension wires are secured under a desk or alongside a baseboard; the work area is free of obstructions and hazardous materials; the temperature is conducive to health, comfort, and proper equipment maintenance; equipment and furniture are in good condition and ergonomic;
8. the employee signs and abides by a telework agreement;
9. there is no more than a *de minimis* adverse impact on other employees in terms of workload, exposure to standby responsibilities, or reassignment of duties;
10. the employee has dependent care arrangements to permit concentration on work assignments and acknowledges that telework is not to be used as a substitute for dependent care; and
11. the employee's absence from the primary worksite would not interrupt normal operations.

Section 4. Approval/Disapproval/Termination of Telework Agreements

- A. Employees desiring to participate in telework will submit a written request to their immediate supervisor using the Telework Program Agreement (Appendix H). The Parties acknowledge that rare circumstances may exist where the Agency may approve an employee's request to telework prior to the execution of a written agreement.
- B. Employees must identify portable work or a specific work project or assignment and will include the proposed work schedule and days to be worked away from the primary worksite.
- C. The Agency will use its best efforts to review and approve or disapprove the request in writing within 14 days of receipt or as soon thereafter as practicable.

- D. If the request is approved, the Telework Program Agreement will be signed and executed. If the request is disapproved, the employee will be provided a written explanation.
- E. Telework agreements for participation on a Core Telework basis are in effect for six (6) months from the date of signing and may be initiated or renewed only during the Employee Decision Period (EDP) set forth in Article 15. Upon entry on duty, a transferee may request participation in telework without waiting for the next EDP. On a case-by-case basis, the employee may be allowed or required, as applicable, to change the established schedule to meet special needs of the employee or the Agency.
- F. The Agency may suspend, modify, or terminate the Telework Program Agreement on account of such factors as employee performance concerns or failure to abide by telework program requirements, operational needs of the Agency, and changed circumstances, such as budget, staffing, workload demands, and availability of portable work. Notice shall be provided to the employee in writing with reasons for the action. The employee must be provided a reasonable opportunity to return to the primary worksite (generally, one pay period for Core Telework participants). Where arrangements to return to the primary worksite cannot be completed within the time established by the Agency, additional time may be authorized. An employee may reapply to participate in a Core Telework schedule during the subsequent EDP.

Section 5. Guidelines

- A. In cases of scheduling conflicts between two (2) or more employees where the employees do not reach agreement, and all factors are equal, the employee with the most seniority, as defined in this Agreement, will be given priority in choosing a telework schedule. In case of a tie, the conflict will be resolved by a toss of a coin in the presence of the employees. Upon request, the supervisor will give the Union an opportunity to be present either in person or by phone during any meeting to resolve the conflict.
- B. In the event that an employee's scheduled workday at an ADS falls on a holiday, the employee may not substitute any other day in the workweek as his or her telework day.
- C. Employees may be required to report to their primary worksite for events, including, but not limited to, training programs, conferences, or meetings, or to perform on a short-term basis work that cannot otherwise be performed at the ADS. When situations occur that require the employee to report to the primary worksite, travel to and from the office is normal commuting time and is not considered hours of work, nor compensable as local travel. In cases requiring that an employee report to the primary worksite, the employee will be provided reasonable advance notice and reasonable time to report. Where notice is given after the beginning of the employee's scheduled workday, the employee's normal travel time will be considered hours of work. The employee should make every effort to report as soon as possible. With good and sufficient reason, the employee will be permitted up to two (2) hours to report.
- D. Except as specified otherwise in this Article, employees performing work at the ADS are eligible for the same benefits and privileges and are subject to the same requirements and other provisions of this Agreement as employees performing work at the primary worksite.

- E. Teleworking employees must be vigilant in maintaining information security. The employee will adhere to DHS and ICE policies and applicable government regulations governing information management and electronic security procedures for safeguarding data.
- F. The Agency will provide, maintain, and repair any electronic equipment it deems necessary (e.g., computers, printers, scanners, FAX machines) for the employee to perform the portable work at the ADS.
- G. The employee will exercise care and due diligence in safeguarding all government equipment.
- H. Where the ADS is the employee's home, the employee will be responsible for home maintenance and any other incidental costs (e.g., electricity, phone, lockable storage, furniture, insurance) associated with the use of the ADS.
- I. On a day when an employee is scheduled to work at the ADS and his or her official duty station building is closed as a result of an emergency situation for all or part of the day, the employee is required to perform work at the ADS unless the emergency situation prevents the work from being performed at the ADS or causes the employee to be unable to perform assigned duties.
- J. If an emergency or other situation occurs at the ADS that affects the employee's ability to perform official duties, the employee will notify his or her supervisor as soon as practicable. The employee will be directed to report to the primary or another worksite, granted leave if requested, or directed to make other arrangements as necessary to meet the needs of the Agency.
- K. Employees working at an ADS are entitled to early dismissals and/or administrative leave granted by the Agency for holidays or other special observances to the same extent as the employees at the primary worksite.
- L. In case of injury, theft, loss, or potential tort liability related to telework arrangements at the employee's home, the teleworking employee will allow timely inspection of the telework site. The Agency will give the employee reasonable notice prior to any inspection of the telework site where the ADS is the employee's home.
- M. The Agency shall provide to the Union President or designee copies of any new or modified Telework Program Agreements that are approved during each EDP for bargaining unit employees who participate on a Core Telework basis.

Section 6. Effect of Telework with Regard to Temporary Assignments

- A. An employee who participates in a telework program may apply for temporary assignments on the same basis as those who are not on a telework schedule.

- B. The Agency may involuntarily assign an employee who is working a telework schedule to temporary assignments on the same basis as those who do not participate in the telework program.

APPENDIX H

TELEWORK PROGRAM AGREEMENT

The following constitutes an agreement between the Agency and _____ [Name of Employee] on the terms and conditions of the employee's participation in the telework program, consistent with Article 17 of the Collective Bargaining Agreement (CBA). The employee certifies that:

1. The employee's Alternate Duty Station (ADS) is located at the following address:

Telephone # _____

2. The ADS may not be changed without prior approval of the Authorizing Official.
3. The ADS has the workspace, utilities, and equipment necessary to perform official business.
4. The employee's home ADS complies with reasonable safety standards and is free from obvious safety hazards. This includes, but is not limited to, the following: the building's electrical system is grounded and all equipment is free of hazards that would cause physical harm (frayed, bare, loose, or exposed wiring); telephone lines, electrical cords, and extension wires are secured under a desk or alongside a baseboard; the work area is free of obstructions and hazardous materials; the temperature is conducive to health, comfort, and proper equipment maintenance; and equipment and furniture are in good condition and ergonomic. Additionally, the employee will ensure that the ADS is conducive to productivity, comfort, safety, and health.
5. When performing work at the ADS, the employee will adhere to the work schedule approved pursuant to the EDP (*i.e.*, duty hours and days remain the same).
6. If the employee has children, elderly family members, or other dependents who require care, the employee has made arrangements that permit full concentration on work duties. The employee acknowledges that telework is not to be used as a substitute for dependent care.
7. The employee will record time and attendance for work performed at the ADS in the Agency's system of reporting time and attendance (*e.g.*, WebTA).
8. The employee will follow established procedures for requesting and obtaining approval for leave at the ADS.
9. On a day when the employee is scheduled to work at the ADS and the employee's official duty station is closed for all or part of the day as a result of an emergency, the employee will perform work at the ADS as scheduled unless the emergency prevents the work from being performed at the ADS or causes the employee to be unable to perform his or her duties. If an emergency or other situation occurs that affects the employee's ability to perform official duties at the ADS, the employee will notify a supervisor as soon as practicable.

10. An employee performing work at the ADS on a core basis will work in accordance with an approved Telework Program Work Plan (see Appendix I). Upon reasonable notice, employees may be required to report to the primary worksite for training programs, conferences, meetings, or other Agency needs.
11. The employee will be responsible for home maintenance and any other incidental costs (*e.g.*, furniture, lockable storage, insurance, telephone, electricity) associated with the use of the employee's home as the ADS.
12. The employee retains entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Agency, as provided for by law and implementing regulations.
13. The Agency will provide, maintain, and repair any electronic equipment it deems necessary (*e.g.*, computers, printers, scanners, FAX machines) for the employee to perform the portable work at the ADS.
14. Any accident or injury occurring at the ADS must be brought to the attention of a supervisor as soon as practicable. Where the ADS is the employee's home, the employee will allow timely inspection of the telework site. The Agency will give the employee reasonable notice prior to any inspection of the telework site where the ADS is the employee's home. An injured employee will be provided information on submission of a claim to the Office of Workers' Compensation Programs, U.S. Department of Labor.
15. All government-issued equipment will be used for official purposes only. The employee will exercise care and due diligence in safeguarding such equipment.
16. Teleworking employees must be vigilant in maintaining information security. The employee will adhere to DHS and ICE policies and applicable government regulations governing information management and electronic security procedures for safeguarding data. Attachment 1 to this Telework Program Agreement summarizes some of the more pertinent requirements applicable to a telework environment.
17. I have read and will abide by the requirements and conditions for telework as stated above.

EMPLOYEE: _____
 (Signature of Employee)

Date _____

APPROVED: _____
 (Signature of Authorizing Official)

Date _____

**SUMMARY STATEMENT OF
U.S. DEPARTMENT OF HOMELAND SECURITY AND
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
INFORMATION SECURITY ASSURANCE REQUIREMENTS**

Teleworking Employees Must Be Vigilant in Maintaining Information Security:

- A. Consistent with government-wide, DHS, and ICE security and information technology policies, only government-furnished computer equipment shall be used to create, store, receive, and transmit government information for all telework. All government-issued equipment such as laptops, desktop computers, or removable media, including mobile devices, USB data ports, thumb drives, and portable or removable hard drives, used in a telework arrangement shall be encrypted in compliance with DHS encryption requirements in order to protect their contents in case of loss or theft. Employees who have been granted the opportunity to telework are responsible for the security of all government information and the protection of all government-issued equipment at the Alternate Duty Station (ADS).
- B. Personally Identifiable Information (PII). PII is DHS-owned information in any form that permits the identity of an individual to be directly or indirectly inferred, including any other information that links or is linkable to that individual regardless of whether the individual is a U.S. citizen, a lawful permanent resident, a visitor to the United States, or an ICE employee or contractor.
- C. Sensitive PII is personally identifiable information that, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Information that is always considered Sensitive PII includes social security numbers and biometric identifiers, such as fingerprints and iris scans. Except when used as a case number, an alien registration number is considered Sensitive PII. In addition, groupings of information which contain an individual's name or other unique identifier plus certain other information (*e.g.*, full date of birth, financial account number, driver's license number, medical information, and account passwords or personal identification numbers) may be considered Sensitive PII. Other PII may be "sensitive" depending upon its context, such as a list of employees with less than satisfactory performance ratings or an unlisted home address or phone number. In contrast, a business card or a public phone directory of Agency employees contains PII but is not "sensitive."
- D. Sensitive but Unclassified or "For Official Use Only" (FOUO) Information. FOUO is information not otherwise categorized by statute or regulation that, if disclosed, could have an adverse impact on the welfare or privacy of individuals, the conduct of federal programs, or other programs or operations essential to the national interest. FOUO is unclassified but due to its nature must be protected from loss, misuse, modification, and unauthorized access.

Examples of FOUO include Sensitive PII, trade secrets, system vulnerability information, pre-solicitation procurement documents, and law enforcement investigative methods.

E. Teleworking employees:

1. shall not remove and transfer any classified data from their primary worksite to their ADS.
2. shall not physically remove Sensitive PII or FOUO from a DHS facility or their primary worksite unless it is properly secured during transport to and storage at their ADS. For information that requires explicit permission for removal, *e.g.*, electronic PII, the information may not be removed from a DHS facility without such permission.
 - a. Sensitive PII and FOUO in electronic form shall be encrypted during transport to and from the ADS and shall be encrypted while stored on government-issued equipment or portable media at the ADS. Portable media that once contained Sensitive PII and FOUO must be destroyed or appropriately wiped of all data once retention of the information is no longer necessary. Portable media may not be reused by employees for other non-work purposes. Program Office Information System Security Officers (ISSOs) can assist employees with appropriate means to encrypt, wipe, or destroy Sensitive PII and FOUO.
 - b. Sensitive PII and FOUO in paper form shall be secured at the ADS by keeping the materials in a locked container when not in use and protecting the information from access by others present at the site (such as family members, roommates, visitors, *etc.*). Employees shall secure Sensitive PII and FOUO in paper form during transport to and from the ADS by enclosing the paper in a closed container or opaque envelope that is sealed to prevent inadvertent opening and show evidence of tampering. Such documents must remain in the employee's possession or in a safe, locked container at all times. Materials no longer needed at the ADS shall be shredded or returned to the primary worksite for appropriate disposal.
 - c. Sensitive PII and FOUO that was physically removed or extracted from an information technology (IT) system (printouts, CDs, *etc.*) shall be properly disposed of within 90 days, unless it is appropriately deemed necessary to retain such information for a longer period.
3. must ensure that any records subject to the Privacy Act, DHS Privacy Policy Guidance Memorandum 2007-01, and FOUO are not disclosed to anyone except those who have been authorized to access such information in order to perform their duties.
4. may not, under any circumstances, allow any unauthorized person who may have access to their ADS to use any government-issued electronic equipment.

APPENDIX I

TELEWORK PROGRAM WORK PLAN

(Note: This Telework Program Work Plan is to be completed jointly by the employee and immediate supervisor.)

- 1. The employee’s portable work, as described in Section 3.A of Article 17 of the Collective Bargaining Agreement, is as follows:

- 2. The employee is scheduled to perform work at the ADS on the following day(s) of each pay period (circle as appropriate):

First week: Mon. Tues. Wed. Thurs. Fri.

Second week: Mon. Tues. Wed. Thurs. Fri.

- 3. The following is an inventory of equipment and/or reference material that will be provided by the government in order for the work to be performed at the ADS. The inventory is guided by the responsibilities or assignments, or portion thereof, that the employee will perform at the ADS.

Signature of Employee

Date

Signature of Authorizing Official

Date





MASTER AGREEMENT

AFGE TSA COUNCIL 100 & TRANSPORTATION SECURITY ADMINISTRATION

2024



EFFECTIVE DATE | MAY 24, 2024

A1735

2024 COLLECTIVE BARGAINING AGREEMENT

writing of those schedules in advance of the administrative workweek. Those work schedules must fall within Monday through Friday during the hours of 0600 and 1800.

- b. Union representatives serving on 100% official time will not participate in the shift and annual leave bid(s).
 - i. Union representatives on 100% official time who complete their full-time official time service may select any shift schedule that would have been available to them during the latest shift bid, consistent with their seniority, and will work that schedule. They will then participate in the next applicable shift bid.
 - ii. Union representatives who were on 100% official time and who complete their full-time official time service will be allowed to take all previously approved annual leave. Any subsequent annual leave requests must be made consistent with Article 20: *Annual Leave Bid Process*.
 - c. The Parties understand that union representatives on 100% official time who want to telework must follow TSA MD 1100.30-5, *Telework Program*, and associated Handbook.
 - d. Within thirty (30) days of the effective date of this Agreement, all union representatives on 100% official time must complete the required TSA electronic system training. Starting the first pay period after completion of the training, unless the TSA electronic system is not available or the local airport permits the submission of paper time and attendance records, representatives on 100% official time must submit and validate their time and attendance records in the TSA electronic system each pay period. For union representatives designated on 100% official time after the effective date of this Agreement, they must complete the required TSA electronic system training within thirty (30) days from the date they begin 100% official time service and, unless the TSA electronic system is not available or the local airport permits the submission of paper time and attendance records, validate their time and attendance records in the TSA electronic system starting the first pay period after completion of the training.
 - e. Unless the TSA electronic system is not available or the local airport permits leave requests to be submitted in accordance with Article 17: *Attendance Management Process*, all requests for leave will be submitted to the designated management official in the TSA electronic system.
 - f. Time and attendance records must be annotated appropriately to record a union representative's use of official time.
7. Work schedule assignments, participation in shift and annual leave bid(s), and administrative matters for union representatives on 50% official time:
- a. Union representatives on 50% official time will work with local management to schedule their official time duties and TSA duties.

2024 COLLECTIVE BARGAINING AGREEMENT

- b. Union representatives on 50% official time are required to participate in the shift and annual leave bid(s) consistent with Article 19: *Shift Bid Process* and Article 20: *Annual Leave Bid Process*.
- c. The Parties understand that union representatives on 50% official time who want to telework while on official time (i.e., not during the part of their schedule when they are performing screening functions) must follow TSA MD 1100.30-5, *Telework Program*, and associated Handbook.
- d. When they are performing screening functions, union representatives will be required to use the designated time clock station in accordance with Article 17: *Attendance Management Process*.
- e. For the part of their schedule when on official time, union representatives will submit a paper time and attendance record (provided by management) to the designated management official.
- f. All requests for leave will be submitted consistent with Article 17: *Attendance Management Process* and Article 20: *Annual Leave Bid Process*.
- g. Time and attendance records must be annotated appropriately to record a union representative's use of official time.

E. **AD HOC OFFICIAL TIME:**

- 1. Union representatives who are not on 100% and 50% official time can request and may be approved for official time on an *ad hoc* basis consistent with this Article. Union representatives who are on 50% official time can request and may be approved for official time on an *ad hoc* basis only for up to eighty (80) hours per calendar year for the purpose of attending union trainings.
- 2. The Parties understand that union representatives on *ad hoc* official time who want to telework while on official time must follow TSA MD 1100.30-5, *Telework Program*, and associated Handbook.

F. **OFFICIAL TIME BANK:**

- 1. A bank of 75,000 total official time hours will be allocated for *ad hoc* use per calendar year, consistent with the requirements of this Article, subject to appropriations.

NOTE: Union representatives on 100% official time are ineligible for *ad hoc* official time, and Union representatives who are on 50% official time can request and may be approved for official time on an *ad hoc* basis only for up to eighty (80) hours per calendar year for the purpose of attending union trainings.

2024 COLLECTIVE BARGAINING AGREEMENT

ARTICLE 15: TELEWORK

A. **PURPOSE:** Although the duties of a bargaining unit employee generally must be performed in-person, the Parties recognize that there are certain tasks (e.g., certain special assignments, representational duties performed by union representatives) which may successfully be performed at an Alternative Worksite. Therefore, the purpose of this Article is to address telework for eligible bargaining unit employees.

B. DEFINITIONS:

1. Telework: For the purposes of this Article, telework is a flexible work arrangement under which an employee performs the duties and responsibilities of such employee's position, and/or other authorized activities, from an approved alternative worksite other than the location from which the employee would otherwise work.
2. Alternative Worksite: A location where management has approved an employee to perform official duties away from the employee's regular worksite. An alternate worksite is the approved telework location (e.g., employee's residence, another TSA worksite, etc.).
3. Official Worksite: The location where the work activities of an employee's position of record are based, as determined by the employing office. An employee's official worksite is the "duty station" documented on the employee's *Notification of Personnel Action*, Standard Form 50 (SF-50).

C. GENERAL:

1. In addition to this Article, the Parties understand that TSA MD 1100.30-5, *Telework Program*, and the associated Handbook provide TSA policy and procedures for TSA's Telework Program. In the event of a conflict, the provisions of this Article shall govern.
2. The Parties understand telework participation is at the discretion of management and subject to management approval. Telework participation is not an employee entitlement or right.
3. Bargaining unit employee participation in the telework program is voluntary.
4. Performance standards and performance management practices for employees participating in telework and those who do not participate in telework must be the same and consistent with TSA's performance management system.
5. Teleworkers may not provide dependent care (e.g. childcare, eldercare) during work hours while participating in a telework arrangement; teleworkers must make arrangements for dependent care. This provision will not be interpreted to mean that such dependents may not be present in the teleworker's Alternative Worksite during times of telework.

2024 COLLECTIVE BARGAINING AGREEMENT

6. Bargaining unit employees who telework continue to be bound by TSA standards of conduct and all applicable TSA policies while working at the Alternative Worksite and/or using Government-Furnished Equipment (GFE).
7. The Parties understand that representational duties of Union representatives are suitable for telework.

D. BARGAINING UNIT EMPLOYEE ELIGIBILITY:

1. To be eligible for telework, the bargaining unit employee must:
 - a. not be on a Performance Improvement Plan (PIP);
 - b. [Blank] The Parties did not reach agreement on this provision.
 - c. complete and sign all applicable telework forms;
 - d. complete all mandatory telework training; and
 - e. comply with all other applicable eligibility requirements specified in TSA policy.
2. The Agency may terminate the telework arrangement of any bargaining unit employee who does not continue to meet all eligibility requirements.

E. TELEWORK AGREEMENT:

1. The Agency will require a bargaining unit employee to complete and sign all applicable telework forms prior to beginning work at an Alternative Worksite.
2. The Parties understand TSA may inspect employees' alternative worksites during their normal working hours to ensure proper maintenance of GFE and conformance with safety standards as appropriate.
 - a. [Blank] The Parties did not reach agreement on this provision.

**Memorandum of Understanding (MOU)
between the United States Coast Guard (USCG)
and the American Federation of Government Employees, Council 120**

Subj: TELEWORK PROGRAM INSTRUCTION, COMDTINST 5330.4A

The United States Coast Guard (Agency) and American Federation of Government Employees, Council 120, (Union), hereinafter jointly referred to as the Parties, enter into this MOU. The term “employee” in this MOU is understood to mean bargaining unit employee(s) represented by the Union. As background, the Agency intends to implement the Telework Program Instruction, COMDTINST 5330.4A. As a result, the Union was notified of the implementation of the Instruction on 20 July 2022. The Union requested a briefing on 25 July 2022, which was conducted 27 July 2022. The Union notified the Agency on 21 July 2022 that it did not wish to bargain, as Telework is currently covered in the Master Labor Agreement (MLA). However, the Union agreed to discuss implementation of the revised instruction. The Parties have agreed to a resolution as follows:

1. Telework for bargaining unit employees will be implemented in accordance with law, regulation, or policy.
2. As referenced in the MLA, Article 3, Section 3.02B, whenever a provision of a policy conflicts with the MLA, the MLA governs.
3. For “COMDTINST 5330.4A, 15. Program Requirements, (c) telework eligibility,” Sections 9.01, 9.02, 9.03, and 9.07 of the MLA will apply.
4. All bargaining unit employees currently engaged in telework will be required to complete a new Telework Agreement using the revised Telework Agreement Form, Form CG-5330 and the Telework Safety and Security Check, Form CG-12630D. For those that currently have an approved telework agreement upon signature of this MOU, completion of the new forms in accordance with implementation of COMDTINST 5330.4 should not be treated as a new telework request, unless the employee requests a change in telework schedule. Approved telework arrangements will be maintained unless there is a business need to adjust or the employee is now considered remote for purposes of reporting requirements. In the case of a remote worker, the remote work instruction and requirements apply.
5. Any new or revised requests for telework will require completion of new forms.
6. Telework agreements will normally be reviewed annually. An agreement will normally remain in effect for one year, but may be adjusted when there is a change in work schedule, or other impacting circumstances. During review, telework arrangements will normally be maintained unless there is a business need to adjust.
7. Employees shall follow leave procedures in accordance with Article 8 of the MLA.

8. For delayed arrivals, teleworkers, including telework-ready employees, who do not to report to the official worksite, must telework the entire day (e.g. they are not authorized delayed arrival), request unscheduled leave, or a combination of both for the entire workday.
9. In accordance with Article 9, Section 9.11(D) of the MLA, employees should take steps to ensure they are prepared for telework (regular and situational teleworkers) if “inclement” weather conditions are imminent. Weather and safety leave may be approved on a case-by-case basis.
10. Employees are encouraged to complete a telework request for situational telework, when needed.
11. Union Representatives. Union representatives who telework while performing union activities are responsible for adhering to applicable policies and negotiated agreements consistent with their performance of union activities at the agency or appropriate alternative worksite.
12. Unscheduled telework is an option that allows employees to telework from home or a nearby alternative location when severe weather conditions disrupts commuting or for other unforeseen circumstances occur. The employee must request unscheduled telework from their immediate supervisor.
13. Employees will not print at their telework location. Employees can print necessary documents on an in-office day.
14. Employees must be accessible and responsive during the work day.
15. The Parties enter into this MOU voluntarily and should any portion of this MOU be found in conflict with law, government-wide regulation or the MLA, the portion in conflict will be rendered unenforceable.
16. This MOU becomes effective upon the date of the last signature of the parties involved.
17. The Parties agree that they may bargain unanticipated impacts during the upcoming Master Labor Agreement negotiations.
18. This MOU will remain in effect until all terms contained herein are executed.

Subj: TELEWORK PROGRAM INSTRUCTION, COMDTINST 5330.4A

For the Agency:

For the Union:

Kristin Lovewell
CG-1241, Labor Relations Lead

Lydell King
President, AFGE Council 120

Date 9/9/2022

Date _____

LaShonna Cabrera
CG-124, ER/LR Specialist

Angela Hicks
Vice President, AFGE Council 120

Date: _____

Date: _____

**Memorandum of Understanding (MOU)
between the United States Coast Guard (USCG)
and the American Federation of Government Employees, Council 120**

Subj: REMOTE WORK PROGRAM, COMDTINST 5330.11

The United States Coast Guard (Agency) and American Federation of Government Employees, Council 120, (Union), hereinafter jointly referred to as the Parties, enter into this MOU. The term “employee” in this MOU is understood to mean bargaining unit employee(s) represented by the Union. As background, the Agency intends to implement the Remote Work Program, COMDTINST 5330.11. As a result, the Union was notified of the implementation of the Instruction on 20 July 2022. The Union requested a briefing on 25 July 2022, which was conducted 27 July 2022. The Union submitted proposals on 9 August 2022. In consideration of those proposals, the Parties have agreed to a resolution as follows:

1. Remote work for bargaining unit employees will be implemented in accordance with law, regulation, or policy.
2. Bargaining unit employees engaging in remote work are subject to the provisions of the COMDTINST 5330.11, except for the additional terms identified below.
3. All bargaining unit employees wishing to engage in remote work will be required to complete a Remote Work Agreement, Form CG-12630, and the Telework or Remote Work Self-Certification Safety and Security Checklist, Form CG-12630D.
4. An employee will be eligible for remote work if the position is eligible unless they are denied for the reasons in COMDTINST 5330.11, 17.c.(4) “Not Eligible Under Any Circumstances.”
5. For initial eligibility purposes for bargaining unit employees, an unacceptable decline in performance, in accordance with Section 17.c.(4)(c) of COMDTINST 5330.11, is described as currently on a performance improvement plan/demonstration period (PIP/PDP) or having been placed on a PIP/PDP in the last two (2) years. The two (2) year timeline starts on the effective date of the action.
6. For initial eligibility purposes for bargaining unit employees, a decline in conduct, in accordance with Section 17.c.(4)(d) of COMDTINST 5330.11, is described as currently on leave restriction, or having been on leave restriction or formally disciplined for misconduct, which could damage the integrity of the Remote Work Program, in the last three (3) years. The three (3) year timeline starts on the effective date of the action. Impacts the integrity of the program
7. The Agency will normally provide the bargaining unit employee an approval/denial within fifteen (15) days of the remote work request.

8. Bargaining unit employees engaged in remote work are eligible for any early liberty that is granted to teleworkers and in-office workers.
9. The Union will be provided a list of the bargaining unit positions ineligible for remote work within (90) days of the last signature of this MOU. Commands will provide a business reason for all positions ineligible for remote work. If the Union identifies discrepancies with the initial list of bargaining unit positions ineligible for remote work, they may request to meet with CG-124 to discuss. This meeting should be requested within thirty (30) calendar days after the initial list is submitted to the Union.
10. Union Representatives. Union representatives who work remotely while performing union activities are responsible for adhering to applicable policies and negotiated agreements consistent with their performance of union activities at the agency or appropriate alternative worksite.
11. Bargaining unit employees will not print at their remote work location.
12. Bargaining unit employees shall communicate temporary/permanent changes to signed remote work agreement, including request to change to official worksite.
13. Bargaining unit employees must be accessible and responsive during the work day.
14. While on an approved remote work agreement, if a bargaining unit employee is placed on a PIP/PDP, management may, in its sole and exclusive authority, determine that the employee may continue to work remotely during the duration of the PIP/PDP.
15. If a remote work agreement is terminated by the Agency, the employee will normally be provided advance notice of thirty (30) calendar days to report to an Agency designated official worksite. If the employee refuses to report to the Agency designated official worksite, the Agency may initiate a directed reassignment. If the termination of a remote work agreement is at no-fault of the employee, meaning the relocation is management directed, the employee will be entitled to relocation expenses or relocation incentives in accordance with the Federal Travel Regulations and Coast Guard policies.
16. Employees required to relocate in accordance with a management-directed reassignment will be entitled to relocation expenses or relocation incentives in accordance with the Federal Travel Regulations and Coast Guard policies. If employees are selected for a Coast Guard job opportunity announcement as remote workers, and the remote work requires relocation (e.g., OCONUS to CONUS), these actions are considered management-directed.
17. If a bargaining unit employee is mandated to perform remote work, the Agency will notify the Union in accordance with Article 39 of the MLA to fulfill its labor obligations.
18. Nothing in this Agreement restricts management's right to immediately terminate a remote work agreement for egregious concerns of safety, conduct, or performance.

19. Currently, bargaining unit employees have access to Microsoft Teams, which allows for calls/video calls through their computer. As briefed to the union on 7 June 2022, the Agency intends to provide employees the ability to make and receive phone calls using a dedicated phone number from a computer via a software-based telephone.
20. Current bargaining unit status is based on the current Federal Labor Relations Authority (FLRA) Certificate of Recognition. The Union will be notified in accordance with the MLA, Section 2.04(B) for all changes in bargaining unit status. For certificates of recognition that are based on geographic location, the Agency will assist with the process of filing a petition to have the certificate of recognition changed so it is based by Command. The FLRA has the authority to make the final decision on the appropriate unit and certificate of recognition.
21. The Union can submit a request for information for terminated remote work agreements in accordance with 5 U.S.C. 7114. Upon request by the Union, the Agency will provide redacted terminated remote work agreements. This information can be requested up to two (2) times per calendar year.
22. The Parties enter into this MOU voluntarily and should any portion of this MOU be found in conflict with law, government-wide regulation or the MLA, the portion in conflict will be rendered unenforceable.
23. This MOU becomes effective upon the date of the last signature of the parties involved.
24. This MOU will remain in effect until all terms contained herein are executed.

For the Agency:

LOVEWELL.KRISTIN
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Kristin Lovewell
CG-1241, Labor Relations Lead

Date 9/9/2022

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LaShonna Cabrera
CG-124, ER/LR Specialist

Date: _____

For the Union:

Dr. Lydell King
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Date: 2022.09.10 08:19:13 -04'00'

Lydell King
President, AFGE Council 120

Date _____

Angela Hicks
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Angela Hicks
Vice President, AFGE Council 120

Date: _____

Memorandum of Understanding

Article 12, Telecommuting

Article 12 of the Negotiated Agreement between NFFE Local 1164 and USCG CEU Providence is amended by mutual agreement between the Union and Management to reflect government wide policies, including Public Law 111-292, Telework Enhancement Act of 2010, that offer more flexibilities and options for employee telecommuting.

The following changes to the Negotiated Agreement have been agreed upon by the Union and Management:

Section 1. The Employer recognizes that a traditional office environment is not always necessary to provide a high level of service and quality of work for our customers. The CEU Providence Telecommuting Program is established by the Negotiated Agreement and COMDTINST 5330.4, Coast Guard Telework Program.

This program will be carried out under the provisions established by COMDTINST 5330.4 and the Negotiated Agreement. The Parties recognize that participation in the telecommuting program is a privilege and not an employee entitlement and that all positions are not appropriate for inclusion in the telecommuting program. Telecommuting participant selection is in accordance with Paragraph 8, PROGRAM REQUIREMENTS, of COMDTINST 5330.4.

Should the Employer decide to terminate the telecommuting program in its entirety, the Employer will inform the Union and the Union will request impact and implementation bargaining.

Section 2. Regularly scheduled telework arrangements may vary from 1 or 2 days per week, at least 3 days per week, once a month, or for occasional use on a project basis. Telecommuting options also include unscheduled 'situational' telework during severe weather conditions or conditions and events which disrupt normal commuting and work routines. Situational telework may also be used on a project basis. Such requests will be on a project by project basis and will be coordinated with the supervisor; considering the nature of the project and the employee's access to technology. Teleworkers must report to their official worksite at least 2 days per biweekly pay period. Telework may also be provided as a reasonable accommodation for an employee who is temporarily unable to come to the main worksite but is capable of working, or as a reasonable accommodation for employees with more permanent disabilities or medical conditions. Ongoing participation in telework arrangements is not automatic, and supervisors may change, modify, or terminate participation due to employee performance deficiencies, or specific mission needs. The Employer has final authority on telecommuting schedules and decisions.

Memorandum of Understanding
Article 12, Telecommuting

Section 3. Employees will submit a request to telecommute to their supervisor in writing. Requests will be submitted to the supervisor at least one week prior to the start of telecommuting. The supervisor will approve/disapprove the request in writing. If the request is disapproved, the basis for disapproval will be provided in writing. CEU Providence supervisors shall not create blanket policies banning telework for employees in their respective branches. Employees who are appropriate telework participants, in billets or positions deemed eligible for telework by COMDTINST 5330.4, shall have the right to request telework. Prior to the start of a new telework agreement, both the employee and supervisor must complete the training required by COMDTINST 5330.4, and if intending to work from home, the employee must complete (the supervisor must review and sign) the telework safety and security self-certification checklists contained in COMDTINST 5330.4. Employees and Supervisors may execute a telecommuting agreement prior to completing the training and self-certification checklists, but actual telework may not begin until these steps are completed. An Employee Telework Agreement, form CG-5330, shall be signed by both the employee and the supervisor for all regularly scheduled telework arrangements, and situational telework arrangements that are used on an infrequent basis to facilitate continued productivity during isolated events (such as severe weather) when (for safety reasons) an employee would prefer to not travel to the office for their assigned tour of duty.

Section 4. The CEU Providence telework coordinator will provide oversight of the CEU Providence telecommuting program. The Employer will publicize the CEU Providence telecommuting program on the CEU Providence bulletin board and will annually publicize the program in the All Hands Meeting. The Employer will provide the Union with a copy of the summary Telework Data referenced in COMDTINST 5330.4.

Section 5. Paragraph 12.h. of COMDTINST 5330.4 requires employees that telecommute to complete self-certification checklists (included as enclosures to the instruction) for their home work space to ensure it meets health, safety, building code, physical security, and other requirements. Supervisors may deny employees the opportunity to participate in, or rescind telework agreements based on safety or security problems in the home.

Section 6. To support continuity of operations during emergency situations, teleworkers, including telework-ready employees and military members, are expected to continue working during announcements of office closure, arrival delay, or early dismissal. When the office is closed and the telework site is impacted by the emergency, supervisors may exercise their authority to grant excused absence to that affected teleworker on a case-by-case basis (e.g. when power outages or network connection problems prevent telework). In the event of a closure, and if not teleworking, teleworkers must contact their supervisors to request leave (or excused absence) and properly document their status in WebTA or other appropriate timekeeping system. Employees and military members teleworking within their regular tour of duty during periods of office closures, arrival delays, or early dismissals cannot receive overtime pay, credit hours, or compensatory time.

**Memorandum of Understanding
Article 12, Telecommuting**

Authorized Representative, NFFE Local 1164

Date

Commanding Officer, USCG CEU Providence

27 MAR 2014
Date

Workforce Relations Advisor, CG-1214

28 MAR 2014
Date

Article 9 – Telework

Section 9.01 – General

- A. The parties recognize the benefits of a teleworking program. Balancing work and family responsibilities, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Agency to accomplish its mission. The teleworking program applicable to bargaining unit employees will be governed by law, government-wide regulations, this Article, and Supplemental Agreement provisions.
- B. All bargaining unit positions will be considered telework eligible unless the Agency determines that such arrangement would diminish employee performance or diminish Agency operations. A supervisor can approve for an employee to telework up to four (4) days a week. The parties recognize that some positions may have duties that make the position eligible for telework on an ad hoc or episodic basis only. The parties recognize that a position may be appropriate for telework but the employee occupying the position may not meet the telework eligibility criteria established by law, regulation, or this Agreement. The Employer will comply with telework notice requirements as established in the [Telework Enhancement Act of 2010](#).
- C. Telework may be done on a regular basis with a pre-determined schedule or on an ad hoc or episodic basis, such as when an employee has a short-term need for uninterrupted time to complete work on a complex project or report, or is recovering from illness or an injury and is temporarily unable to physically report to the traditional office. In all cases, employees wishing to telework must complete an interactive training program, as required by law and government-wide regulation. In addition, employees who wish to telework must have a signed written telework agreement.
- D. Teleworkers and non-teleworkers will be treated the same for purposes of:
 - 1. Periodic appraisals of performance of employees;
 - 2. Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees;
 - 3. Work requirements; and
 - 4. Other acts involving managerial discretion.
- E. Individuals who telework on an ad hoc or episodic basis and may be asked to telework in the event of a national or local emergencies or other situations that may disrupt normal operations are encouraged to practice telework periodically.
- F. Employees with an approved telework agreement should expect to be required to telework during closures or emergencies.

Section 9.02 – Criteria

- A. Employees who meet the following criteria are eligible to request a teleworking work arrangement:
 - 1. The employee has a rating of record of “meets” or higher and is not on a Performance Improvement Plan (PIP);

2. An employee who is not on leave restriction and has not been officially disciplined for being absent without permission for more than five (5) days in any calendar year;
3. The employee must be able to complete assignments in a timely manner without close and frequent supervisor review;
4. The employee has the work space, utilities, equipment and reference materials suitable for the work to be performed at the designated alternative duty station as specified in the Telework Program Agreement;
5. The employee is willing to sign and abide by the Employee Telework Agreement and complete/sign the Self-Certification Safety Checklist and Self-Certification Security Checklist; and
6. An employee serving a probationary period or formal training program will normally be restricted from participating in the telework program. Such determination will be based on supervisory discretion and made on a case-by case basis. Normal progression of an employee through a career ladder, in and of itself, does not necessarily constitute a formal training program.

Section 9.03 – General Position Consideration Criteria

- A. There are some general criteria that would make a position appropriate for teleworking consideration. Those criteria include but are not limited to the following:
 1. Portable work activities that can be performed outside of the office.
 2. Quantifiable or project–orientated tasks.
 3. Unclassified work for which data security is acceptable. Classified information is not allowed at home work sites nor is it permissible to access classified data or messages while teleworking.
 4. Off-site technology to perform the work is readily available.
 5. Customer service needs, including face to face requirements, and meeting participation requirements can be met on non-teleworking days or through other acceptable means.

Section 9.04 – Procedures for Teleworking Requests

- A. Where a teleworking program is implemented, requests will be handled as follows:
 1. Employee requests for either a fixed teleworking schedule or on an ad hoc basis will be made in writing (email is acceptable) to the employee’s immediate supervisor. The employee’s request will state the desired teleworking schedule through the Individual Telework Agreement.
 2. The supervisor will respond to the request in writing (email is acceptable) within seven (7) days. If the request is denied, the supervisor will specify the reason(s) for the denial. The employee may request a meeting with the supervisor to discuss the reasons for denial. If the request is approved, the response will specify the approved teleworking schedule.

Section 9.05 – Individual Telework Agreement

- A. Prior to participating in the telework program, employees are required to complete an [Individual Telework Agreement \(ITA\)](#) contained in [COMDTINST 5330.4 \(Series\)](#), currently Form [CG-5330](#). Employees are responsible for ensuring the information in the ITA is maintained up to date. The following provisions in the [ITA](#) are modified as follows:
1. The employee may consult with his/her Union representative during the joint development of the [ITA](#).
 2. Supervisors may require an employee to attend/participate in staff meetings in person or via telephone with sufficient notice.
 3. Agency will not inspect a person's home for the purposes of this article.
 4. Supervisors have the discretion to require employees to work, request leave approval, or grant excused absence during a facility closure.
 5. Employees are encouraged to have a personal preparedness plan for the telework location following the guidance available at www.ready.gov.
 6. If there is a conflict between the [ITA](#) and the Master Labor Agreement (MLA), the MLA prevails.
- B. Employees will signify they have volunteered to participate in the telework program and will certify their intentions to abide by the provisions of this Agreement by signing and dating the ITA. Employees must also complete and sign the relevant checklists contained in [COMDTINST 5330.4 \(Series\)](#).
- C. Once an [ITA](#) is established, it will normally remain in effect for one year, but may be reviewed and adjusted more frequently as needed. Normally the [ITA](#) will be completed within fifteen (15) days of the request, and should include the following:
1. General work assignments, including special priorities
 2. A listing of the necessary equipment and/or resources
 3. The approved telework schedule
 4. Signature of the employee and supervisor

Section 9.06 – Family Care

- Telework is not a substitute for family, child, or elder care. The expectation is that telework time is exclusively for the performance of work.

Section 9.07 – Participation, Denial, or Removal

- A. The Agency may deny participation or remove/suspend an employee from telework program participation for the following reasons:
1. Participation threatens the security of U.S. Coast Guard data, information, or equipment.
 2. The employee has demonstrated inability to adhere to the provisions of the Telework Agreement, to include reduced work production, non-responsiveness to telephone calls or e-mails (as specified), non-availability, failure to maintain a safe alternate duty site, or teleworking has proven to place an undue burden on other office staff.

3. The employee no longer meets the eligibility criteria in [Section 9.02](#), or the position no longer meets the eligibility criteria in [Sections 9.01](#) or [9.03](#) of this Article.
 4. When participation diminishes Agency operations.
- B. Normally, employees will not be removed/suspended from participation for a single, minor infraction of telework program requirements. Supervisors will make a bona fide effort to counsel employees about specific problems before effecting removal/suspension from the program. When a decision is made to remove/suspend an employee from the telework program, the employee will be advised in writing (e-mail is acceptable). This notice will indicate the reason(s) for the removal/suspension. Unless otherwise indicated, an employee who is removed/suspended from participation due to employee cause (e.g., misconduct, performance, non-responsiveness), may reapply for participation in the program after one (1) year provided the basis for the removal/suspension has been corrected. If the employee's participation has been stopped because of mission-related reasons, the employee can ask for reconsideration once the mission-related basis has changed or ended.

[Section 9.08 – Problems Affecting Work Performance](#)

- Employees will promptly inform their supervisor whenever problems arise at the alternate duty site that adversely affects their ability to perform work (e.g., equipment failure, power outages, telecommunication difficulties or outages). If an employee is unable to continue to work that day at the alternate duty site, the employee will be expected to return to the official duty station as soon as possible or may request leave. At the supervisor's discretion, the employee may occasionally be granted short periods of excused absences (less than one (1) hour) for such situations.

[Section 9.09 – Hours of Work and Leave](#)

- Employees performing work at the alternate duty site are subject to the same leave and workday requirements as they would be if they were performing work at their regular duty site and continue to be covered by [Article 6, Hours of Work](#), [Article 7, Overtime and Standby Duty](#), and [Article 8, Leave](#) of this Agreement. Employees performing work at the alternate duty site are reminded they are not authorized to work overtime or official compensatory time or to adjust their work schedule, except as specifically authorized in advance by their supervisor. Employees shall record telework time in the time and attendance system as part of their normal attendance recording.

[Section 9.10 – Temporary Changes](#)

- A. Employees may be required to report to their regular duty site for previously scheduled training, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the alternate duty site or accomplished via telephone or other reasonable alternative methods.
- B. Employees may also be required to report to their regular duty site for unanticipated operational exigencies to perform Agency work which the supervisor has determined cannot otherwise be performed on another workday, at the alternate duty site, via telephone, or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice when possible,

and be provided a reasonable amount of time to report. Employees should make every effort to report as soon as possible.

Section 9.11 – Emergency Closing/Late Opening/Early Dismissals

- A. When a regular duty site is closed due to an emergency for all or part of a day, employees teleworking that day, or who could telework that day, may be required to work rather than being excused from duty. Such requirement should be addressed in the Employee's [ITA](#). The supervisor may excuse a teleworking employee from duty during an emergency closing/dismissal situation if the emergency also adversely affects the alternate duty site, if the employee faces personal hardship that prevents him/her from working successfully at the alternate duty site, or if the employee's duties are such that he/she cannot continue to work without contact with the regular duty site that is closed. Employees, who are required to work during their regular tour of duty on a day when their command is closed or when employees are dismissed early, are not entitled to receive overtime pay or compensatory time.
- B. If employees at the regular duty site are granted early dismissal for a holiday (e.g., Thanksgiving, Christmas Eve, New Years Eve), the employee working at an alternate duty site is considered on duty and will also be dismissed early.
- C. The parties also agree that the provisions of Section C provide the employee the opportunity to request modifications to their [ITA](#), as needed. Employees may request modifications to include Telework during "emergency situations at the employees request", which would provide the employee the option of requesting Telework on any day that the Agency has granted unscheduled leave or unscheduled Telework and/or other personal emergencies. Supervisors may allow employees to Telework during "emergency situations at the employees' request based on the availability of work at the Telework worksite.
- D. When "inclement" weather conditions (snow storm, hurricane, etc) are imminent, supervisors and employees should take steps to ensure that the employee will have sufficient work to do while teleworking and are prepared for Telework. Employees who are on an [ITA](#) and who do not have Common Access Card Remote Access Server access will be given a Common Access Card reader and log in instructions or be allowed to take home their Common Access Card reader, which will allow the employee access to web email and Coast Guard portals. The parties recognize that there may be situations where, due to employee absences prior to an "inclement" weather condition, sufficient work may not be available for the employee to Telework. The supervisor will make the determination on whether there is sufficient work available for the employee to Telework on a case-by-case basis.

Section 9.12 – Additional Requirements

- A. Employees participating in telework will be required to:
 - 1. Observe existing policies for requesting leave;
 - 2. Utilize any government owned/leased equipment for official purposes only and safeguard government owned/leased equipment and documents as is required at the regular duty site; and
 - 3. Adhere to applicable government regulations concerning information management, protection of personally identifiable information, protection of Privacy Act information, and safeguarding data and databases.

4. Properly code their timecards

Section 9.13 – Satellite Offices

- The parties will meet periodically, at either party's request, to discuss the feasibility of establishing satellite office locations. Discussions will focus on accessibility of General Services Administration sites, employee interest, and availability of Agency funding. Prior to establishing satellite office locations, the parties will negotiate as appropriate, procedures for working at other established locations.

Section 9.14 – Staff Coverage

- Staff coverage requirements will be determined by each Command. The parties recognize that teleworking does not necessarily detract from coverage requirements for positions that do not require an "in office" presence. The parties recognize that, for some positions, telework may enhance coverage requirements especially in situations where Continuity of Operations is important (e.g., inclement weather, emergencies).

Section 9.15 – Local Emergency Situations

- In the event of a local emergency situation, which adversely affects employees' ability to commute to the workplace (e.g., transit strike, natural disaster), upon the request of either party, the parties will meet to discuss possible temporary telework arrangements for affected employees.

Section 9.16 – Grandfather Clause

- Employees who are teleworking on an approved agreement may remain on telework and will not have to reapply. To the extent that any provisions of those agreements do not conform to this Article, the provisions of this Article will govern.

2. The employee requests representation.
- C. The Employer will advise, in writing, employees of the unit of this right annually.
- D. In some circumstances, a written memorandum may be used as a substitute for an oral examination in connection with an investigation. In such cases, where the criteria of subsection B of this Article are met, the employee is entitled to the opportunity to consult with a Union representative prior to completing the memorandum.
- E. Interviews in connection with misconduct investigations may be conducted at any reasonable hour.

ARTICLE 17

TELECOMMUTING

Section 1. Introduction

- A. Telecommuting is an employee-initiated work arrangement away from the employee's normal duty location. The term "telecommuting" encompasses and supersedes the term "flexiplace."
- B. Employees may telecommute provided that telecommuting 1) meets needs of the telecommuting employee, 2) meets the Employer's needs, and 3) does not adversely affect other employees.
- C. An employee does not have an automatic right to participate in telecommuting. The Employer may approve the request, may approve the request with modifications, or may deny the request. The Employer is expected to make reasonable and reasoned decisions.

Section 2. General Considerations

- A. Telecommuting may vary, depending upon the individual arrangements agreed to by the employee and the supervisor.
- B. This program provides for three types of telecommuting:
 1. *Regular*. Work scheduled in advance and performed at an alternative workplace on a regular and recurring basis.
 2. *Short-term, Situational*. A telecommuting arrangement used on an occasional basis, for part of a day, for individual days or hours within a pay period, or for several pay periods on a temporary basis for an appropriate purpose, such as:
 - a. Temporary incapacitation due to injury or illness;

- b. More efficient completion of a project;
 - c. Accommodation of an elderly or disabled employee;
 - d. Meeting environmental, financial, or commuting concerns;
 - e. Accommodation of personal or family responsibilities; or
 - f. Other legitimate reasons.
3. *Episodic*. This is a third type of telecommuting that is available on an ad hoc, short-term basis. Supervisors retain the authority to authorize episodic use of an alternative work location by which employees are allowed to work at other than their normal duty location to complete a project or other task on an ad hoc, short-term basis. This does not necessitate compliance with all the telecommuting application procedures, including executing an agreement. Supervisors are still required to ensure employees are working their duty hours and are completing the work justifying the alternate work location.
- C. Participants in telecommuting will normally be permitted to use alternative work schedules subject to approval.

Section 3. Eligibility Criteria

- A. The employee must identify sufficient portable work that meets the office's organizational needs.
- 1. *Portable work*. Portable work is work that is either a part of the employee's regular assignment; and/or an office's regular workload; and may be performed with equal effectiveness at another location.
- B. The employee must have completed the probationary period.
- C. The employee's latest rating of record is "fully successful," "pass," or better; the employee is not on a performance improvement plan.
- D. The employee is not on leave restriction.
- E. The employee has a history of reliable and responsible performance of duties, including dependence and dependability in accomplishing work assignments in the current organization.
- F. The employee has not received any disciplinary or adverse action in the last 12 months that would adversely affect the integrity of the program or the INS, and is not the subject of any pending disciplinary or performance-based action.

- G. The alternate work site complies with reasonable safety standards, and has adequate workspace and equipment needed to perform official business.
- H. Surplus equipment is available for employee's use, or funds are available to provide, install and maintain necessary equipment and services needed to perform work, if the employee does not have or is unwilling to use personal equipment and services for official business.
- I. There is no more than a *de minimis* adverse impact on other employees in terms of workload, exposure to standby responsibilities, or reassignment of duties.
- J. The employee has dependent care arrangements to permit concentration on work assignments.
- K. The employee's absence from the work site would not unduly interrupt facility operation.

Section 4. Approval/Disapproval/Termination of Telecommuting Agreements

- A. Employees desiring to participate in telecommuting will submit a written request to their supervisor. The written request will identify portable work and will include the proposed work schedule and days to be worked away from the office site.
- B. The supervisor will review the request and respond in writing within 14 calendar days of receipt.
- C. If the supervisor denies the request for telecommuting, the supervisor will provide the employee with a written explanation.
- D. If the request is approved, a written agreement will be signed.
- E. Agreements will be no more than one (1) year in length with an opportunity to execute a new agreement upon expiration.
- F. An employee may make an emergency request orally and the supervisor may grant or deny it orally. The parties will execute a written agreement as soon as possible.
- G. Employee participation in the telecommuting program is voluntary and the employee may terminate the program at any time. The employee's Notice of Termination will be in writing to the approving official who will acknowledge it in writing.
- H. The supervisor may temporarily suspend, modify or terminate the telecommuting agreement for good cause or Employer need. The supervisor may take into account such factors as the success of the arrangement in achieving Employer's objectives, and changed circumstances such as changes in budget, staffing, and workload demands.

Notice shall be provided to the employee in writing with reasons for the required action. The employee must be provided a reasonable opportunity to make arrangements to return to the

normal work site. The supervisor will provide written notice of its decision to modify or terminate a telecommuting arrangement in accordance with Article 9 Section 1.A of this Agreement.

Section 5. Guidelines

- A. Whenever a supervisor receives two (2) or more employee requests for approval of overlapping telecommuting arrangements or concludes that the combined absences would have an adverse impact on the Employer or other employees, the supervisor shall inform the employees that both of the requests cannot be approved. The supervisor shall thereafter meet with the employees to determine whether the parties can reach agreement to modify or limit the requests to satisfy the employees' needs and meet the Employer's needs.

The supervisor will give the Union an opportunity to be present (either in person or by telephone) at such meeting. If the parties do not reach agreement, and all factors are equal, the supervisor will give the employee with seniority, as defined in this Agreement, priority in determining which telecommuting schedule will be allowed.

- B. In the event that an employee's scheduled workday at a work site away from the normal duty location falls on a holiday, the employee may not substitute any other day in the workweek as his or her telecommuting day.
- C. A supervisor may, at any time, temporarily suspend the telecommuting privilege for meetings, training, or other Employer need, and require that the employee report without delay to the normal duty location or other location. When situations occur that require the employee to return to the normal duty location, travel to and from the office is normal commuting time and is not considered hours of work.
- D. Overtime and compensatory time for employees participating in the telecommuting program will conform to applicable law and regulations.
- E. Policies and practices for requesting and using leave will conform to applicable law, regulations and this Agreement.
- F. Facilities/Equipment/Supplies.
1. The employee is responsible for providing the equipment necessary to complete all tasks. The Employer will make a good faith effort to provide the necessary equipment, software, supplies, and services required for employees to participate in the telecommuting program subject to the limitations of the Employer's budget.
 2. The Employer will not be responsible for operating costs, home maintenance costs, or any other incidental costs (for example, utilities and insurance) associated with the use of the telecommuting work site. The employee is entitled to reimbursement for appropriately authorized expenses while conducting business for the Employer (for example, official telephone call) as provided for by law and regulations.

- G. Employees participating in the telecommuting program will not be excused from work because workers at the normal duty location are dismissed or not required to report to work due to an emergency, if the emergency does not affect the work being performed at the alternate work location. If an emergency occurs at the alternate work site that affects the employee's ability to perform official duties, the employee will immediately notify his or her supervisor. The supervisor will direct the employee to another work site, grant an excused absence, allow the employee to request leave, or make an arrangement as needed to meet the needs of the Service.
- H. In case of injury, theft, loss, or potential tort liability related to telecommuting arrangements, the telecommuting employee will allow inspection of the telecommuting site. The Employer will give the employee reasonable notice prior to any inspection of the telecommuting site.
- I. The Employer will provide the Local President with copies of telecommuting work agreements of bargaining unit employees at the time the agreement is approved.

Section 6. Effect of Telecommuting with Regard to Temporary Assignments

- A. An employee who is working a telecommuting program may apply for temporary assignments on the same basis as those who are not on a telecommuting schedule.
- B. The Employer may involuntarily assign an employee who is working a telecommuting schedule to temporary assignments on the same basis as those who are not on a telecommuting program.

ARTICLE 18

DISCIPLINARY/ADVERSE ACTIONS

- A. The parties recognize that all individuals make mistakes. The Employer has the right and obligation to identify and correct both conduct and performance deficiencies. Corrective action can include counseling (both oral and written), letters of reprimand, disciplinary actions (suspensions of one (1) to 14 days), and adverse actions (suspension of 15 days or more, reductions of grade or pay, furloughs of 30 days or less, and removal).
- B. Counseling is a non-disciplinary action. Counseling may be accomplished orally or in writing. Counseling shall be used to constructively encourage an employee's improvement in the area of conduct. Oral and written counseling will be conducted in private with the affected employee.
- C. A letter of reprimand is considered the first level of disciplinary action. A reprimand is used to correct misconduct. When the Employer serves a letter of reprimand, the Employer will allow the employee and/or his or her representative 10 calendar days to request a reconsideration. The employee may request reconsideration either orally, in writing, or both.

ARTICLE 29 – TELEWORK

(a) GENERAL

- (1) The Parties agree that telework is an important and critical business model to USCIS that should be utilized to the maximum extent possible.
- (2) Telework is a voluntary program that is authorized when an employee's officially assigned duties can be performed at an alternate location and the criteria specified in this Article can be met. The purpose of this Article is to ensure that eligible employees may participate in telework, if the employee so chooses, to the maximum extent possible without diminishing the employee's performance or mission accomplishment. Participation in a telework arrangement is not an employee right.
- (3) The Parties recognize that core and episodic/situational telework arrangements benefit employees and the Agency by, among other things, providing for Continuity of Operations (COOP). Teleworkers may be called upon to telework during times of COOP and are responsible for being familiar with Agency and workgroup COOP plans and individual expectations during COOP events.
- (4) Teleworkers may not provide dependent care for children and/or other family members during work hours while participating in a telework arrangement; teleworkers must make other arrangements for dependent care. This provision shall not be interpreted to mean that such family members may not be present in the teleworker's alternative work site during times of telework.
- (5) Telework and work schedule flexibilities can provide employees with the flexibility to manage their work-life balance. Managers and supervisors should consider individual employee needs while ensuring that telework does not diminish Agency operations.
- (6) USCIS employees who telework continue to be bound by DHS and USCIS standards of conduct and policies while working at the alternative worksite and/or using government furnished equipment. Teleworkers shall be treated the same as those working at the traditional worksite for all work-related purposes.
- (7) The use of electronic communications technologies and systems may be required to promote effective communication when an employee is on duty. The specific uses of such electronic communication technologies and systems must be bargained with the Union prior to implementation of the use of the electronic communication technology and/or systems as required by laws, government wide-rules and regulations, and Executive Orders.
- (8) Employees with a disability who are not eligible or approved for telework under the Telework Program may be entitled to telework as a form of reasonable

accommodation under USCIS MD 3090-1 and may apply for telework under those separate procedures.

(b) POSITION ELIGIBILITY

The Agency will determine which positions are suitable for telework. The Agency will review these determinations on a recurring basis to ensure that positions are included in the telework program to the maximum extent possible, and will communicate any determination changes to affected employees, the Council, and the Local Union(s) of the affected employees. Agency telework position eligibility decisions are made by the actual duties and tasks performed by the position. The appropriate Agency Approving Official or designee is responsible for determining "Position-related" eligibility. The Agency will identify the Agency Approving Official(s), in advance, to the Union. The Parties recognize that some positions are not eligible for telework. These positions involve tasks that are not suitable to be performed away from the traditional work site, including, but not limited to, tasks that:

- (1) require the employee to have daily face-to-face contact with colleagues, clients, or the general public in order to perform their job effectively, which cannot otherwise be achieved via electronic methods and means; and/or
- (2) require daily access to classified information;
- (3) are part of trainee positions.

The Agency may, at any time, determine or re-determine whether job duties or positions are suitable for telework.

The Union may, at any time, request the Agency to review a position for determination on telework eligibility. In such cases, the Agency will have 21 calendar days to review the position and make a determination. The Agency's determination will be in writing. In the event there is no response from the Agency or a negative determination for telework which includes a written determination with specific business reasons for the denial, or where the Union disagrees with the Agency's determination, the Union may file a Step II or National Grievance, whichever is appropriate.

(c) EMPLOYEE ELIGIBILITY

An employee must meet the following eligibility requirements:

- (1) The employee is in a position that has been designated as suitable for telework;
- (2) The employee has signed a written telework agreement;
- (3) The employee has completed all mandatory telework training;
- (4) The Telework Enhancement Act of 2010 specifies two categories of Federal employees who cannot telework/remote work under this guidance:

- (A) An employee who has been officially disciplined for being absent without permission for more than five (5) workdays in any calendar year. “Official discipline” is disciplinary action that results in the placement of a document in an employee’s official personnel file (OPF); or
- (B) If the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (5 U.S.C. 6502(a)(2)(B)).
- (C) These bars on participation would remain in effect as long as the document stays in the employee’s OPF.

(d) TYPES OF TELEWORK

Telework is defined as core or episodic/situational, as described below. The number of days of telework is based upon workload requirements, ability to maintain effective communications in the workplace, implementation of new work processes, and accomplishment of the mission of the Agency. The Agency has the sole discretion to determine the number of days per week a teleworker is approved to work.

- (1) Core Telework. The employee teleworks on a routine, regular, and recurring basis.
- (2) Episodic or Situational Telework. The employee teleworks on an occasional, non-routine, irregular basis. Episodic or /situational telework for COOP and emergency response purposes will be executed in accordance with applicable laws, rules, regulations, and collectively bargained procedures.

(e) SCHEDULED IN-OFFICE DAYS

- (1) All telework approved employees must have a minimum of two (2) regularly scheduled in-office days at the Agency worksite where they are assigned (as reflected on the approved G-1129 or successor form) per two-week pay period.
- (2) Employees without a business or administrative need to report to the Agency worksite may request unscheduled telework for their scheduled in-office day, subject to management approval.
- (3) For employees who have an operational or administrative need to report to the Agency worksite on their scheduled in-office day (i.e., exchange physical immigration files or meet with supervisor), after all operational and administrative requirements are met, supervisors may approve unscheduled telework for the remainder of the employee’s scheduled workday to be completed at the employees approved alternate worksite. With management approval, employees may start their scheduled in-office day at their alternate worksite, schedule a time to report to the

Agency worksite to complete all operational and administrative requirements, and return to their alternate worksite to complete their scheduled workday.

- (4) All travel to and from the Agency worksite, for voluntary employee requested unscheduled telework, will not be duty time. Employees may use multiple flex periods to cover travel time.

(f) TELEWORK APPLICATIONS AND AGREEMENTS

An eligible employee's request to telework for a specific period of time will be approved to the maximum extent possible, as long as approval does not diminish employee performance or agency operations.

(1) Application.

In order to participate in any type of telework as described above, an employee must submit a telework application. Employees may apply for telework at any time.

Employees must include Form G-1129A or successor form, Employee Certification of Safety for the Telework Program, with their telework application.

(2) Decision.

Within fourteen (14) calendar days of receipt of the telework application, the employee's immediate supervisor, or designee, will provide a written decision to the employee by completing Section C of the G-1129 Telework Application. The supervisor or designee will maintain the signed and approved original Agreement and provide a copy to the employee.

If an application is denied, the reason for denial will be clearly documented in writing on the Form G-1129 and a copy will be provided to the employee.

(3) Denials Due to Agency Constraints.

When it is not possible for Management to approve all telework requests due to a lack of government furnished equipment, employees will be ranked in accordance with the Seniority Article of this Agreement or the applicable local agreement for Seniority.

(4) Expiration.

Individual telework agreements will expire one calendar year after the date specified in Section C of the Form G-1129, Telework Application.

(g) GOVERNMENT FURNISHED EQUIPMENT (GFE)

In addition to office supplies routinely used at the traditional worksite, the Agency will provide all necessary GFE, as determined by the Agency, to accomplish work assignments.

Supervisors will approve Administrative Time for employees to resolve issues related to GFE such as training, installation, configuration, and repair services.

(h) COSTS

Except for providing and maintaining GFE, the Agency will not be responsible for operating costs (such as telephone line usage fees, internet installation or connection fees, and monthly service charges), maintenance, or any other costs incurred by the employee as a result of the employee's voluntary participation in the telework program.

(i) ALTERNATIVE WORKSITE

(1) Minimum Requirements.

Employees must have a designated workspace or workstation for performance of their work. Employees are responsible for ensuring that the alternative worksite:

(A) Has internet access; and

(B) Has a designated location in which Sensitive But Unclassified (SBU) materials must be stored under lock and key, when not in use. Examples of sufficient access control measures include a locked room, desk drawer, safe, and/or file cabinet.

These requirements may be waived at the discretion of the Supervisor/Manager depending on the specific nature of the work to be performed at the alternative worksite.

(2) Handling Sensitive Materials.

(A) Teleworkers must comply with the Privacy Act of 1974 (the "Privacy Act"), codified in 5 U.S.C. § 552a, by ensuring that sensitive data are not disclosed to anyone except those who are authorized access to such information and have a need-to-know in order to perform their duties. Employees must demonstrate that the appropriate administrative, technical, and physical safeguards are available at their telework locations to ensure the security and confidentiality of records protected by the Privacy Act.

(B) Files, materials, and equipment shall be handled in accordance with the Agency policies for safeguarding property and sensitive information. If an employee transports files to the alternative worksite, before leaving the traditional worksite, the employee must update the RAILS System (or its equivalent) to reflect that the files are located at the employee's alternative worksite.

(C) Employees may not remove classified data from the traditional worksites to alternative worksite locations.

(j) REPORTING TO THE TRADITIONAL WORKSITE

Employees who telework must be available to work at the traditional worksite on telework days, if necessitated by work requirements. Requests by employees to change scheduled telework days in a particular week or bi-weekly pay period may, to the greatest extent possible, be accommodated by the supervisor consistent with mission requirements.

(1) Employer Request.

Employees may be required to report to their traditional worksite for scheduled trainings, conferences, meetings, or to perform work on a short-term basis that cannot otherwise be performed at the alternative worksite or accomplished via telephone or other reasonable alternative methods. When requested, employees who telework must be available to report to the traditional worksite on telework. Supervisors will make every effort to provide at least 24 hours' notice in such cases.

Separate from an emergency file recall, when advance notice of 24 hours or more is not possible, employees will be provided a reasonable amount of time, to include time to make arrangements and travel, to report to the traditional worksite.

Employees should make every reasonable effort to report as soon as possible. The employee will provide the Agency with an expected amount of time needed to report to the office. The normal commute time for such employees will be taken into consideration in the event they are required to report to the traditional worksite on short notice. In cases in which employees are called into the traditional worksite without 24 hours' notice, employees will be afforded the opportunity to start their regular workday from their alternate worksite before being granted duty time to travel to the traditional worksite in conjunction with service needs and consistent with management's rights.

(2) Employee Request.

Requests by the employee to work at the traditional worksite on scheduled telework days may be accommodated by the supervisor consistent with mission requirements and workspace availability. A permanent change in the telework arrangement must be reflected in the form of a new telework agreement.

(3) Work Interruption.

Before participating in the telework program, all employees and their immediate supervisors will identify tasks that could be completed at the alternative worksite when there is a temporary limitation related to working at the alternate worksite, such as a local power failure, that impacts an employee's ability to complete work on an assigned project. Employees will promptly inform supervisors whenever problems such as equipment failure, power outages, and telecommunications

difficulties adversely affect their ability to work at the alternative worksite. In such cases, the employee may be required to report to the traditional worksite or, if requested by the employee and approved by the supervisor, may take appropriate leave.

(k) SUSPENSION OR TERMINATION OF TELEWORK AGREEMENT

(1) Procedures.

- (A) Supervisors or managers may suspend or terminate a telework agreement for the reasons specified below. Unless legitimate business reasons dictate otherwise, the supervisor or manager will provide written notice to the employee at least fourteen (14) calendar days before suspension or termination of a telework agreement. The written notice of suspension or termination will inform the employee when they may re-apply for, or resume telework.
- (B) Outside of an emergent situation, an employee may terminate a telework agreement for any reason by giving written notice to their supervisor at least fourteen (14) calendar days in advance. In such cases, the employee may be assigned a temporary workspace at the traditional worksite until such time as permanent workspace becomes available.
- (C) Regardless of which party initiates termination, the reason for termination will be documented in Part 2 of the Form G-1129, Telework Agreement.

(2) Reasons.

Managers or supervisors may suspend or terminate participation in telework for the following reasons:

- (A) The employee no longer meets the eligibility requirements;
- (B) The employee has breached the telework agreement;
- (C) The telework arrangement diminishes Agency operations;
- (D) On three or more occasions in a twelve (12) month period, the employee fails to contact a manager or supervisor within two (2) hours of the manager's or supervisor's request by email and phone. The responding party must attempt to make contact by phone (text message) or email. However, if contact is made by phone and the party is not reached, the individual initiating contact must leave a voicemail or text message indicating the date and time of the call. Employees are expected to be as available at the alternate worksite as they are at the traditional worksite.
- (E) Reassignment causes a change of work such that the duties cannot reasonably be performed at the alternate worksite. If the reassignment of job duties is permanent, then the telework agreement must be terminated. If the reassignment

is temporary, the supervisor or manager may suspend participation in telework for the duration of the project or assignment. Upon completion of the temporary assignment, the employee may resume telework under the original agreement without submitting a new application, provided that the agreement has not expired. The supervisor or manager will determine whether a telework agreement is terminated or suspended as a result of reassignment on a case-by-case basis.

(F) The alternate worksite did not pass a site inspection.

- i. When an alternate worksite fails to pass a site inspection, a supervisor will notify the employee of the failure to pass the site inspection and provide the employee and the employee's Local Union upon request with a copy of the inspection results and specific reason for the failure of the inspection upon request. At the same time, the supervisor will notify the employee of the intent to suspend or terminate the telework agreement fourteen (14) calendar days from the date of the notification.
- ii. Employee rebuttals will be submitted to their immediate supervisor for consideration no later than seven (7) calendar days after issuance of the negative site inspection report. Employees may ask a Union representative for assistance in preparing a rebuttal. Employee rebuttals may include a statement or that the reason for failure to pass a site inspection has been fully remediated, and/or the violation(s) was determined to be unfounded. The supervisor has discretion to extend the rebuttal period for good cause.
- iii. The supervisor will make a final determination no later than seven (7) calendar days after receipt of any rebuttal received or, if no rebuttal received, within fourteen (14) calendar days of the initial notice of failed inspection.
- iv. If the reason the alternate worksite did not pass a site inspection poses an immediate threat to the employee's safety or reveals a failure to comply with privacy protection requirements, the employee may be required to return to the traditional worksite even during the rebuttal period. The employee must be given a reasonable period of time to make necessary arrangements.

(I) EARLY DISMISSALS AND OFFICE CLOSURE

Telework allows a greater number of Federal employees to work during emergency situations and allows the Federal Government to maximize operational efficiency to the extent practicable without compromising the safety of its employees and the general

public during heavy snow accumulation, significant road closures due to various events, and other emergency situations.

(1) Emergency Closure of Traditional Worksite.

If the traditional worksite closes due to an emergency (such as inclement weather, pandemic health crisis, and man-made or natural disasters) a telework-ready-employee (an employee with an approved telework agreement and the work and equipment necessary to perform duties) is required to telework, consistent with Agency policy.

If the traditional worksite is subject to early dismissal due to an emergency, employees who are on scheduled telework during that timeframe who are able to perform their assigned work at the alternate worksite, are expected to continue working or request appropriate leave, unless instructed otherwise by the designated Supervisor/Manager.

(2) Non-Emergency.

When the office announces an early dismissal of employees for non-emergency conditions, employees who are scheduled to telework during that same time will be excused from work.

(m) ALTERNATIVE WORKSITE INSPECTIONS

Employees are responsible for allowing for inspections of the alternate worksite, if required by the organization to which they are assigned. Virtual inspections are encouraged.

Standards for home (alternative work site) inspections:

- (1) The inspections will be conducted by Management officials only.
- (2) At the request of the employee under inspection, a Union representative will be allowed to attend the inspection.
- (3) Management will provide reasonable advance notice to employees of not less than two (2) hours.
- (4) The focus of the inspection will be limited to only the designated work area including the designated lockable work storage area(s).
- (5) Upon request, the employee will be provided a copy of the completed site inspection check list or report. The check list or report will include only information that is germane to the compliance inspection.

(n) SHARED WORKSPACE

Telework participants may be required to share workspace at the traditional worksite with other staff members or be assigned to varying workstations on the days they work at the traditional worksite. These shared workspace arrangements will be subject to Local bargaining upon request of the Local Union.

(o) LOCAL SUPPLEMENTAL BARGAINING

The Parties agree that telework may be implemented throughout the Agency consistent with the terms of this Agreement. By mutual agreement or where otherwise required by law, the Parties will negotiate additional telework procedures consistent with this Agreement.

List of Negotiated Agreements Pertaining to Telework/ Remote Work

Subject: Non-Professional Collective Bargaining Agreement

1. USCIS – NCISC 119 Collective Bargaining Agreement (Article 29).

Subject: Telework/Remote

2. EXA LSS Telework MOA

Subject: Local Supplemental Agreements

3. LSA Between USCIS District C32 and AFGE locals 1616, 3928, & 4014
4. LSA Between USCIS District C34 and AFGE locals 46, 2718, & 3928
5. LSA Between NBC District and AFGE

Subject: Multiple Subjects

6. Community Relations Officers Realignment to EXA MOA
7. SCOPS National Supplemental Agreement

Subject: Reasonable Accommodations

8. Negotiated Agreement for OEOI Reasonable Accommodations MOA

Subject: Reassignment

9. FOD ISO ASC Center Transition MOA

Subject: Relocation

10. SCOPS California Center Relocation MOA

Subject: Southwest Boarder Protection Screenings

11. RAIO SWBP Screenings Asylum Details MOA

Subject: Telework and Workspace Sharing

12. Dallas District 33 and Local 3377 Hoteling Telework MOA

Subject: Work Schedules

13. EXA CRO Work Schedule MOA

Subject: Professional Collective Bargaining Agreement

14. AFGE Local 511 Collective Bargaining Agreement (Article 17)

Excerpts of Negotiated Agreements pertaining to Telework/Remote Work

1. USCIS – NCISC 119 Collective Bargaining Agreement – October 1, 2022

ARTICLE 29 – TELEWORK

(a) GENERAL

(1) The Parties agree that telework is an important and critical business model to USCIS that should be utilized to the maximum extent possible.

(2) Telework is a voluntary program that is authorized when an employee's officially assigned duties can be performed at an alternate location and the criteria specified in this Article can be met. The purpose of this Article is to ensure that eligible employees may participate in telework, if the employee so chooses, to the maximum extent possible without diminishing the employee's performance or mission accomplishment. Participation in a telework arrangement is not an employee right.

(3) The Parties recognize that core and episodic/situational telework arrangements benefit employees and the Agency by, among other things, providing for Continuity of Operations (COOP). Teleworkers may be called upon to telework during times of COOP and are responsible for being familiar with Agency and workgroup COOP plans and individual expectations during COOP events.

(4) Teleworkers may not provide dependent care for children and/or other family members during work hours while participating in a telework arrangement; teleworkers must make other arrangements for dependent care. This provision shall not be interpreted to mean that such family members may not be present in the teleworker's alternative work site during times of telework.

(5) Telework and work schedule flexibilities can provide employees with the flexibility to manage their work-life balance. Managers and supervisors should consider individual employee needs while ensuring that telework does not diminish Agency operations.

(6) USCIS employees who telework continue to be bound by DHS and USCIS standards of conduct and policies while working at the alternative worksite and/or using government furnished equipment. Teleworkers shall be treated the same as those working at the traditional worksite for all work-related purposes.

(7) The use of electronic communications technologies and systems may be required to promote effective communication when an employee is on duty. The specific uses of such electronic communication technologies and systems must be bargained with the Union prior to implementation of the use of the electronic communication technology and/or systems as required by laws, government wide-rules and regulations, and Executive Orders.

(8) Employees with a disability who are not eligible or approved for telework under the Telework Program may be entitled to telework as a form of reasonable

(b) POSITION ELIGIBILITY

The Agency will determine which positions are suitable for telework. The Agency will review these determinations on a recurring basis to ensure that positions are included in the telework program to the maximum extent possible, and will communicate any determination changes to affected employees, the Council, and the Local Union(s) of the affected employees. Agency telework position eligibility decisions are made by the actual duties and tasks performed by the position. The appropriate Agency Approving Official or designee is responsible for determining "Position-related" eligibility. The Agency will identify

the Agency Approving Official(s), in advance, to the Union. The Parties recognize that some positions are not eligible for telework. These positions involve tasks that are not suitable to be performed away from the traditional work site, including, but not limited to, tasks that:

- (1) require the employee to have daily face-to-face contact with colleagues, clients, or the general public in order to perform their job effectively, which cannot otherwise be achieved via electronic methods and means; and/or
- (2) require daily access to classified information;
- (3) are part of trainee positions.

The Agency may, at any time, determine or re-determine whether job duties or positions are suitable for telework.

The Union may, at any time, request the Agency to review a position for determination on telework eligibility. In such cases, the Agency will have 21 calendar days to review the position and make a determination. The Agency's determination will be in writing. In the event there is no response from the Agency or a negative determination for telework which includes a written determination with specific business reasons for the denial, or where the Union disagrees with the Agency's determination, the Union may file a Step II or National Grievance, whichever is appropriate.

(c) EMPLOYEE ELIGIBILITY

An employee must meet the following eligibility requirements:

- (1) The employee is in a position that has been designated as suitable for telework;
- (2) The employee has signed a written telework agreement;
- (3) The employee has completed all mandatory telework training;
- (4) The Telework Enhancement Act of 2010 specifies two categories of Federal employees who cannot telework/remote work under this guidance:

(A) An employee who has been officially disciplined for being absent without permission for more than five (5) workdays in any calendar year. "Official discipline" is disciplinary action that results in the placement of a document in an employee's official personnel file (OPF); or

(B) If the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (5 U.S.C. 6502(a)(2)(B)).

(C) These bars on participation would remain in effect as long as the document stays in the employee's OPF.

(d) TYPES OF TELEWORK

Telework is defined as core or episodic/situational, as described below. The number of days of telework is based upon workload requirements, ability to maintain effective communications in the workplace, implementation of new work processes, and accomplishment of the mission of the Agency. The Agency has the sole discretion to determine the number of days per week a teleworker is approved to work.

- (1) Core Telework. The employee teleworks on a routine, regular, and recurring basis.
- (2) Episodic or Situational Telework. The employee teleworks on an occasional, non-routine, irregular basis. Episodic or /situational telework for COOP and emergency response purposes will

be executed in accordance with applicable laws, rules, regulations, and collectively bargained procedures.

(e) SCHEDULED IN-OFFICE DAYS

(1) All telework approved employees must have a minimum of two (2) regularly scheduled in-office days at the Agency worksite where they are assigned (as reflected on the approved G-1129 or successor form) per two-week pay period.

(2) Employees without a business or administrative need to report to the Agency worksite may request unscheduled telework for their scheduled in-office day, subject to management approval.

(3) For employees who have an operational or administrative need to report to the Agency worksite on their scheduled in-office day (i.e., exchange physical immigration files or meet with supervisor), after all operational and administrative requirements are met, supervisors may approve unscheduled telework for the remainder of the employee's scheduled workday to be completed at the employees approved alternate worksite. With management approval, employees may start their scheduled in-office day at their alternate worksite, schedule a time to report to the Agency worksite to complete all operational and administrative requirements, and return to their alternate worksite to complete their scheduled workday.

(4) All travel to and from the Agency worksite, for voluntary employee requested unscheduled telework, will not be duty time. Employees may use multiple flex periods to cover travel time.

(f) TELEWORK APPLICATIONS AND AGREEMENTS

An eligible employee's request to telework for a specific period of time will be approved to the maximum extent possible, as long as approval does not diminish employee performance or agency operations.

(1) Application.

In order to participate in any type of telework as described above, an employee must submit a telework application. Employees may apply for telework at any time.

Employees must include Form G-1129A or successor form, Employee Certification of Safety for the Telework Program, with their telework application.

(2) Decision.

Within fourteen (14) calendar days of receipt of the telework application, the employee's immediate supervisor, or designee, will provide a written decision to the employee by completing Section C of the G-1129 Telework Application. The supervisor or designee will maintain the signed and approved original Agreement and provide a copy to the employee.

If an application is denied, the reason for denial will be clearly documented in writing on the Form G-1129 and a copy will be provided to the employee.

(3) Denials Due to Agency Constraints.

When it is not possible for Management to approve all telework requests due to a lack of government furnished equipment, employees will be ranked in accordance with the Seniority Article of this Agreement or the applicable local agreement for Seniority.

(4) Expiration.

Individual telework agreements will expire one calendar year after the date specified in Section C of the Form G-1129, Telework Application.

(g) GOVERNMENT FURNISHED EQUIPMENT (GFE)

In addition to office supplies routinely used at the traditional worksite, the Agency will provide all necessary GFE, as determined by the Agency, to accomplish work assignments. Supervisors will approve Administrative Time for employees to resolve issues related to GFE such as training, installation, configuration, and repair services.

(h) COSTS

Except for providing and maintaining GFE, the Agency will not be responsible for operating costs (such as telephone line usage fees, internet installation or connection fees, and monthly service charges), maintenance, or any other costs incurred by the employee as a result of the employee's voluntary participation in the telework program.

(i) ALTERNATIVE WORKSITE

(1) Minimum Requirements.

Employees must have a designated workspace or workstation for performance of their work. Employees are responsible for ensuring that the alternative worksite:

(A) Has internet access; and

(B) Has a designated location in which Sensitive But Unclassified (SBU) materials must be stored under lock and key, when not in use. Examples of sufficient access control measures include a locked room, desk drawer, safe, and/or file cabinet.

These requirements may be waived at the discretion of the Supervisor/Manager depending on the specific nature of the work to be performed at the alternative worksite.

(2) Handling Sensitive Materials.

(A) Teleworkers must comply with the Privacy Act of 1974 (the "Privacy Act"), codified in 5 U.S.C. § 552a, by ensuring that sensitive data are not disclosed to anyone except those who are authorized access to such information and have a need-to-know in order to perform their duties. Employees must demonstrate that the appropriate administrative, technical, and physical safeguards are available at their telework locations to ensure the security and confidentiality of records protected by the Privacy Act.

(B) Files, materials, and equipment shall be handled in accordance with the Agency policies for safeguarding property and sensitive information. If an employee transports files to the alternative worksite, before leaving the traditional worksite, the employee must update the RAILS System (or its equivalent) to reflect that the files are located at the employee's alternative worksite.

(C) Employees may not remove classified data from the traditional worksites to alternative worksite locations.

(j) REPORTING TO THE TRADITIONAL WORKSITE

Employees who telework must be available to work at the traditional worksite on telework days, if necessitated by work requirements. Requests by employees to change scheduled telework days in a

particular week or bi-weekly pay period may, to the greatest extent possible, be accommodated by the supervisor consistent with mission requirements.

(1) Employer Request.

Employees may be required to report to their traditional worksite for scheduled trainings, conferences, meetings, or to perform work on a short-term basis that cannot otherwise be performed at the alternative worksite or accomplished via telephone or other reasonable alternative methods. When requested, employees who telework must be available to report to the traditional worksite on telework. Supervisors will make every effort to provide at least 24 hours' notice in such cases.

Separate from an emergency file recall, when advance notice of 24 hours or more is not possible, employees will be provided a reasonable amount of time, to include time to make arrangements and travel, to report to the traditional worksite. Employees should make every reasonable effort to report as soon as possible. The employee will provide the Agency with an expected amount of time needed to report to the office. The normal commute time for such employees will be taken into consideration in the event they are required to report to the traditional worksite on short notice. In cases in which employees are called into the traditional worksite without 24 hours' notice, employees will be afforded the opportunity to start their regular workday from their alternate worksite before being granted duty time to travel to the traditional worksite in conjunction with service needs and consistent with management's rights.

(2) Employee Request.

Requests by the employee to work at the traditional worksite on scheduled telework days may be accommodated by the supervisor consistent with mission requirements and workspace availability. A permanent change in the telework arrangement must be reflected in the form of a new telework agreement.

(3) Work Interruption.

Before participating in the telework program, all employees and their immediate supervisors will identify tasks that could be completed at the alternative worksite when there is a temporary limitation related to working at the alternate worksite, such as a local power failure, that impacts an employee's ability to complete work on an assigned project. Employees will promptly inform supervisors whenever problems such as equipment failure, power outages, and telecommunications difficulties adversely affect their ability to work at the alternative worksite. In such cases, the employee may be required to report to the traditional worksite or, if requested by the employee and approved by the supervisor, may take appropriate leave.

(k) SUSPENSION OR TERMINATION OF TELEWORK AGREEMENT

(1) Procedures.

(A) Supervisors or managers may suspend or terminate a telework agreement for the reasons specified below. Unless legitimate business reasons dictate otherwise, the supervisor or manager will provide written notice to the employee at least fourteen (14) calendar days before suspension or termination of a telework agreement. The written notice of suspension or termination will inform the employee when they may re-apply for, or resume telework.

(B) Outside of an emergent situation, an employee may terminate a telework agreement for any reason by giving written notice to their supervisor at least fourteen (14) calendar days in advance. In such cases, the employee may be assigned a temporary workspace at the traditional worksite until such time as permanent workspace becomes available.

(C) Regardless of which party initiates termination, the reason for termination will be documented in Part 2 of the Form G-1129, Telework Agreement.

(2) Reasons.

Managers or supervisors may suspend or terminate participation in telework for the following reasons:

(A) The employee no longer meets the eligibility requirements;

(B) The employee has breached the telework agreement;

(C) The telework arrangement diminishes Agency operations;

(D) On three or more occasions in a twelve (12) month period, the employee fails to contact a manager or supervisor within two (2) hours of the manager's or supervisor's request by email and phone. The responding party must attempt to make contact by phone (text message) or email. However, if contact is made by phone and the party is not reached, the individual initiating contact must leave a voicemail or text message indicating the date and time of the call.

Employees are expected to be as available at the alternate worksite as they are at the traditional worksite.

(E) Reassignment causes a change of work such that the duties cannot reasonably be performed at the alternate worksite. If the reassignment of job duties is permanent, then the telework agreement must be terminated. If the reassignment is temporary, the supervisor or manager may suspend participation in telework for the duration of the project or assignment. Upon completion of the temporary assignment, the employee may resume telework under the original agreement without submitting a new application, provided that the agreement has not expired. The supervisor or manager will determine whether a telework agreement is terminated or suspended as a result of reassignment on a case-by-case basis.

(F) The alternate worksite did not pass a site inspection.

i. When an alternate worksite fails to pass a site inspection, a supervisor will notify the employee of the failure to pass the site inspection and provide the employee and the employee's Local Union upon request with a copy of the inspection results and specific reason for the failure of the inspection upon request. At the same time, the supervisor will notify the employee of the intent to suspend or terminate the telework agreement fourteen (14) calendar days from the date of the notification.

ii. Employee rebuttals will be submitted to their immediate supervisor for consideration no later than seven (7) calendar days after issuance of the negative site inspection report. Employees may ask a Union representative for assistance in preparing a rebuttal. Employee rebuttals may include a statement or that the reason for failure to pass a site inspection has been fully remediated, and/or the violation(s) was determined to be unfounded. The supervisor has discretion to extend the rebuttal period for good cause.

iii. The supervisor will make a final determination no later than seven (7) calendar days after receipt of any rebuttal received or, if no rebuttal received, within fourteen (14) calendar days of the initial notice of failed inspection.

iv. If the reason the alternate worksite did not pass a site inspection poses an immediate threat to the employee's safety or reveals a failure to comply with privacy protection requirements, the employee may be required to return to the traditional worksite even during the rebuttal period. The employee must be given a reasonable period of time to make necessary arrangements.

(l) EARLY DISMISSALS AND OFFICE CLOSURE

Telework allows a greater number of Federal employees to work during emergency situations and allows the Federal Government to maximize operational efficiency to the extent practicable without compromising the safety of its employees and the general public during heavy snow accumulation, significant road closures due to various events, and other emergency situations.

(1) Emergency Closure of Traditional Worksite.

If the traditional worksite closes due to an emergency (such as inclement weather, pandemic health crisis, and man-made or natural disasters) a telework-ready-employee (an employee with an approved telework agreement and the work and equipment necessary to perform duties) is required to telework, consistent with Agency policy.

If the traditional worksite is subject to early dismissal due to an emergency, employees who are on scheduled telework during that timeframe who are able to perform their assigned work at the alternate worksite, are expected to continue working or request appropriate leave, unless instructed otherwise by the designated Supervisor/Manager.

(2) Non-Emergency.

When the office announces an early dismissal of employees for non-emergency conditions, employees who are scheduled to telework during that same time will be excused from work.

(m) ALTERNATIVE WORKSITE INSPECTIONS

Employees are responsible for allowing for inspections of the alternate worksite, if required by the organization to which they are assigned. Virtual inspections are encouraged.

Standards for home (alternative work site) inspections:

(1) The inspections will be conducted by Management officials only.

(2) At the request of the employee under inspection, a Union representative will be allowed to attend the inspection.

(3) Management will provide reasonable advance notice to employees of not less than two (2) hours.

(4) The focus of the inspection will be limited to only the designated work area including the designated lockable work storage area(s).

(5) Upon request, the employee will be provided a copy of the completed site inspection check list or report. The check list or report will include only information that is germane to the compliance inspection.

(n) SHARED WORKSPACE

Telework participants may be required to share workspace at the traditional worksite with other staff members or be assigned to varying workstations on the days they work at the traditional worksite. These shared workspace arrangements will be subject to Local bargaining upon request of the Local Union.

(o) LOCAL SUPPLEMENTAL BARGAINING

The Parties agree that telework may be implemented throughout the Agency consistent with the terms of this Agreement. By mutual agreement or where otherwise required by law, the Parties will negotiate additional telework procedures consistent with this Agreement.

2. EXALSS Telework MOA – January 9, 2023

- a. (1) Employees will be allowed to participate in core telework up to eight (8) days per pay period. Telework days may take place on Monday, Tuesday, Thursday, and Friday.

3. LSA Between USCIS District C32 and AFGE locals 1616, 3928, & 4014 – March 6, 2024

Article 4 – Telework

- a. Whenever practicable, positions designated for telework covered under the scope of this agreement will be eligible for core and/or episodic telework.
- b. In accordance with the CBA, telework is an important and critical business model to USCIS that should be utilized to the maximum extent possible and consistent with mission needs and requirements of the Agency.
- c. Telework Eligible Days:
 - (1) Episodic telework eligible days are Monday through Friday during operating hours.
 - (2) Core Telework eligible days are Monday, Tuesday, Thursday, and Friday during operating hours. Management may limit the number of employees that utilize the same core telework day in order to ensure the availability of in-person services and other operational needs. In the event that management limits the number, the reasons for the limitation will be communicated to the employee and the Union in writing.
 - (3) Employees can telework while earning credit hours, overtime, and compensatory time Monday through Sunday.

4. LSA Between USCIS District C34 and AFGE locals 46, 2718, & 3928 – January 10, 2024

Article 4 – Telework

- a. Whenever practicable, positions designated for telework covered under the scope of this agreement will be eligible for core and/or episodic telework.
- b. In accordance with the CBA, telework is an important and critical business model to USCIS that should be utilized to the maximum extent possible and consistent with mission needs and requirements of the Agency.
- c. Telework Eligible Days:
 - a. Episodic telework eligible days are Monday through Friday during operating hours.
 - b. Core Telework eligible day is Friday during operating hours.
 - c. Telework can be utilized during completion of overtime Monday through Sunday.

5. LSA Between NBC District and AFGE – January 4, 2024

Article 3 - Telework

- b. Office Days
 - All telework employees must be scheduled to work at the traditional worksite a minimum of two (2) days per bi-weekly pay period. As outlined in Article 29 of the CBA, the Agency has the sole discretion to determine the number of days per week a teleworker is approved to

telework. However, it is recognized that telework flexibilities outlined in Article 29(e) of the CBA help promote a positive work/life balance. Supervisors will approve the number of in office days, and requests for telework flexibilities, solely on legitimate business needs and reasons. Disapproval of telework flexibilities will not be done.

6. Community Relations Officers Realignment to EXA MOA – October 17, 2022

V. Terms and Provisions

(4) Management commits to bargaining a separate alternate work schedule (AWS), telework, and remote work agreement specifically for CROs to accommodate their unique job duties and mission requirements. Notice on the bargaining will be issued within 30 days of the implementation of this MOA. Until a new national CRO work schedule agreement is reached, CROs will be permitted to work any schedule allowed within existing national and local agreements.

(5) Nothing shall prevent an affected bargaining unit employee from submitting a request to telework.

7. SCOPS National Supplemental Agreement – March 3, 2023

Section 7: Telework and Unscheduled Telework

a. Telework Guided by 2022 Master Collective Bargaining Agreement
Telework will be managed in accordance with the 2022 Master Collective Bargaining Agreement (CBA), specifically: Article 29 – Telework.

b. Unscheduled Telework Requirements
The Union and Management commenced bargaining on this topic as part of this NSA. The Parties agree to table this topic and recommence bargaining from the point at which it was tabled within 90 days of the effective date of this agreement. If the Agency determines this topic is appropriate for Agency-wide Bargaining, the Union will be notified in accordance with the CBA and the parties agree this will not be addressed at the SCOPS Directorate level.

8. Negotiated Agreement for OEIOI Reasonable Accommodations MOA – November 7, 2023

V. Terms and Provisions of Agreement

(28) The Agency recognizes that telework/remote work and/or flexible schedules may be appropriate RAs. The Agency will provide employees with the equipment as outlined in the 2022 CBA and associated telework/remote work MDs. Requests for telework, remote work, flexible schedules, and/or equipment as a reasonable accommodation will be evaluated on a case-by-case basis.

9. FOD ISO ASC Center Transition MOA – August 31, 2023

V. Terms and Provisions of Agreement

(5) Proposed changes in working conditions/conditions of employment in existing office protocol and procedures, including changes in Remote Work or Telework,

will be negotiated in accordance with Article 9 of the Parties' 2022 CBA.

(6) All affected bargaining unit employees will be permitted to apply or maintain their current Telework Agreement and Telework Schedule until all necessary bargaining obligations are complete.

(7) Pursuant to Article 29 of the 2022 CBA and Agency Guidance, nothing shall prevent an affected bargaining unit employee from entering a new Telework Agreement at any time during the implementation period.

(27) Management will provide employees who choose to accept a remote position under the FOD HQ Virtual Office with the tools and guidance necessary to be successful in their position.

(28) Management will consider employee knowledge and skills in determining work assignments and provide employees who choose to accept a remote position under the FOD HQ Virtual Office with the training, tools and guidance necessary to be successful in their position.

10. SCOPS California Center Relocation MOA – January 25, 2024

V. Terms and Provisions of Agreement

Workstations

(6) Employees who are on episodic telework and/employees who work onsite full-time may select their workstations from available choices based on seniority in accordance with the Service Center Operations (SCOPS) National Supplemental Agreement (NSA). Management will provide the Union at least two (2) weeks' notice before the first workstation selection is made. Management will also provide a seniority roster of episodic telework and full-time onsite employees who regularly come into the office, who may choose their workstation from designated workstations.

Core telework employees, and any remote worker who may be required to come into the office will continue to utilize the on-line Virtual Office Reservation System to reserve a workstation on a first come, first serve basis.

(7) Management will inform all employees who are on episodic telework and employees who work onsite full-time when a window seat becomes vacant after it was previously chosen and designated based on seniority. Employees shall have seven (7) calendar days to respond if they are interested in the vacant window station. Selection of the available window workstation will be based on seniority as defined in the SCOPS NSA.

Facility Opening

(39) It is estimated that CSC will occupy the Tustin building on or about June 15, 2024. The effective date of the move serves as a target date for implementation, contingent upon completion of renovations. Employees will remain on their current telework agreements until the move to the new facility. The Agency will keep the Union informed of the progress of the build out and any change in the estimated move date (on or about June 15, 2024).

11. RAIO SWBP Screenings Asylum Details MOA – September 11, 2023

Terms and Provisions of Agreement

(5) Employees who do not elect to work remotely will be permitted to maintain their current Telework Agreement, or establish a new one, consistent with the schedules established in the Asylum Division's MOA on Shift Work and Flexible Work Schedules for SWPS for the duration of their detail

(6) Employees who wish to work at an Agency location will be provided with the necessary access, space, equipment, and support necessary to be able to conduct confidential interviews and/or other required work. These facilities will be provided at either their home office or the nearest USCIS facility within the commuting area, if a space is available that conforms with RAIO interviewing standards.

(7) To all detailees who elect telework and/or remote work schedules, the Agency will issue the equipment and system(s) access necessary to complete their job duties, responsibilities, and work assignments.

(8) The Agency will strive to ensure that, upon completion of details, employees will return to their prior working conditions, including but not limited to work schedules, telework agreements, and workspace assignments wherever feasible. This will be accomplished as soon as possible, but no longer than one pay period after the conclusion of the detail. If it is not possible for employees to return to their exact prior working conditions (for example, due to an office move) management will engage with the local Union to find an acceptable alternative, if needed. Employees returning from detail will be provided sufficient time by their home office, normally no less than two (2) business days, and all necessary resources to resume their prior duties, including but not limited to requesting and receiving relevant systems access, reviewing policy changes, and completing any necessary training(s) missed during the duration of the detail.

(41) As noted in the Temporary Remote Work, Mandatory Overtime, and Work Schedule MOAs regarding Southwest Border Protection Screening, a single working group will be established within ten (10) days of the implementation of this MOA, to monitor and evaluate the SWPS program and make recommendations for necessary modifications to this and other applicable agreements.

12. Dallas District 33 and Local 3377 Hoteling Telework MOA – December 20, 2022

V. Terms and Provisions of Agreement

(6) Telework:

This MOA incorporates the previously negotiated telework procedures by reference:

a. D33 Dallas and OKC Field Offices MOA on Standards of Dress and Appearance, Space Sharing, Telework and AWS, May 8, 2019: Telework 2.0 – 9.0.

b. Houston Field Office MOA regarding FOD 2020 Implementation, January 19, 2017: Section V. 1 a, b, d; 2 a, b, c; d (ii); e and f.

13. EXA CRO Work Schedule MOA – April 4, 2023

V. Terms and Provisions of Agreement

(4) All affected bargaining unit employees will be permitted to maintain their current telework agreement and telework schedule until all necessary bargaining obligations are complete.

(5) Bargaining unit employees may apply for telework and remote work in accordance with Article 29-Telework and Article 30-Remote Work of the 2022 CBA and current USCIS policy for remote work and telework.

(22) The Agency will strive to provide consistency in hours of work, work schedules, and telework for the employees.

(29) Pursuant to Article 29 of the 2022 CBA, employees will be permitted to telework to the maximum extent possible without diminishing the employee's performance or mission accomplishment (in-office requirement of two (2) days per pay period) in accordance with Article 29-Telework of the 2022 CBA and USCIS Management Directive No. 123-001.2, Telework Program, dated April 22, 2022. Any work done outside of an employee's designated telework location (i.e. outreach events, Field or District offices, Application Support Centers, Asylum Offices, Service Centers, etc.) will be considered "in-office" to meet the requirements of the employee's "in-office" day(s) for the length of the event and all related travel time. Nothing prevents management and/or the employee from scheduling and conducting multiple in-person outreach events per pay period, regardless of their work schedules required "in-office" days.

(31) Applications for changes to an employee's work schedule, including alternate work schedules, telework, and/or remote work may be submitted at any time following Agency Head Review and approval of this MOA. Within fourteen (14) calendar days of receipt of an application, the employee's immediate supervisor, or designee, will provide a written decision. If an application is denied, the decision will have a written explanation of the reason for the denial. An employee whose request is denied will remain on their existing work schedule until a subsequent application is approved.

(34) Pursuant to Article 29 (e)(2) of the 2022 CBA, employees without a business or administrative need to report to the Agency worksite may request unscheduled telework for their scheduled in-office day, subject to management approval.

(37) In instances where seniority is a factor, seniority will be utilized as outlined in paragraph (b) of Article 18 - Seniority of the 2022 CBA. Those instances may include decisions regarding an employee's requested day off and requested telework schedule to ensure adequate staffing coverage throughout the pay period.

14. Local 511 Collective Bargaining Agreement – Telecommuting

a. See attached in email.

**Department of Housing and Urban
Development
Supplemental Documents**

**Department of Housing and Urban
Development
January 2024 Submission**

WORK ENVIRONMENT IMPLEMENTATION DATA CALL

January 18, 2024

OMB issued its Organizational Health and Performance Memorandum (M-23-15) last spring as guidance for agencies as they reevaluate their work environment posture to increase in-person presence while optimizing organizational health and performance. As the White House Chief of Staff and OMB have continued to emphasize in the Cabinet, PMC, and other forums, it is essential for agency leaders to be paying close attention to implementation progress and ensuring that updated Work Environment policies are having the intended impact.

In line with M-23-15, OMB requests that agencies that are still implementing in-person presence goals respond to this **implementation data call** outlining all remaining steps that the agency will take to reach intended work environment postures.

Agencies should provide:

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

Secretary Fudge has directed leadership to increase our in-person presence, while working within our union agreements, to continue to deliver on HUD's mission. HUD will achieve its objectives by the end of the first quarter.

- HUD completed negotiations on our current workplace policies in May-June of 2022, which outlines the Agency's modified telework and remote work guidelines. The negotiated policy contains guardrails to ensure that decisions regarding the work environment are based on achieving the Department's mission and strategic objectives. Language is included in the policy to address the need to bring employees onsite for meaningful work, as needed, for things such as collaboration, meetings, training, and to have individual managers establish core days where needed.
- The policy, as negotiated with our unions, allows leaders to make telework decisions based on the associated business need and allows leaders to terminate telework for business or performance related reasons.
- Leaders across the Department have been implementing this policy and continue to make adjustments as necessary based on business needs.
- In 2022, while moving from maximum telework status, HUD was thoughtful in identifying the limited number of positions eligible for remote work, while maintaining HUD as a competitive place to work. HUD identified 6% of positions as being remote work eligible. The American Federation of Government Employees (AFGE) has grieved the Department's decision not to expand remote work beyond the positions deemed eligible.

- **On August 3, 2023, we communicated clear expectations of the minimum in-person presence required of all HUD managers/supervisors and senior leaders. To lead the effort in strengthening the bonds created through in-person collaboration, all managers and supervisors, in both the National Capital Region and HUD regional and local offices, increased their in-person presence by 50%.**
 - **Some offices within HUD have already increased their in-person presence for all employees based on identified business needs. Leadership in the remaining offices have already identified where programmatic and organizational health improvements are needed. Employees in those offices will be expected to increase their in-person presence by 50% by the end of the first quarter.**
 - **Some offices are constrained in requiring an increased in-person presence due to ongoing necessary renovations occurring at the Weaver Headquarters building.**
- (2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

Increased in-person presence began with our senior leadership team. Leaders continue to assess programmatic and organizational health improvements across all program areas, GS levels, and job categories at HUD.

- (3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.
- **It has been over a year since HUD senior leadership instructed all leaders at HUD to ensure employees are in compliance with their telework agreements, as well as properly coding their WebTA.**
 - **Over the past year, the Deputy Secretary has received a bi-weekly report of the badging data for HUD's Headquarters office.**
 - **HUD leaders are also using the bi-weekly response to OMB's telework data call as another method of compliance oversight.**
 - **Each office within HUD has created telework compliance processes, such as meeting regularly with managers/supervisors to review reports on employee time and attendance and in-person reporting and to discuss any anomalies.**

DRAFT and DELIBERATIVE

Request. Please send a written update that answers these questions. Agencies may provide additional detail or narrative on top of these answers. Responses are due via email to futureofwork@omb.eop.gov no later than January 26, 2024.

**Department of Housing and Urban
Development
Telework Policy(s)**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER**

FLEXIPLACE POLICY

HANDBOOK 625.1 Rev. 1

May 2022



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Form required by this policy:

HUD-25228 Flexiplace Application and Agreement

CHAPTER 1. GENERAL PROVISIONS

1-1 Introduction:

In recent years, Flexiplace arrangements governing where employees work, including telework, remote work, and mobile work, have become increasingly widespread and formalized, with legislative mandates as well as programmatic and policy supports and structures. Tools, such as e-mail, easy access to information via the internet, teleconferencing, paperless work processes, and other innovations, are now readily available to implement a transparent program that lends itself to performing duties in alternate locations.

Flexiplace arrangements can serve multiple purposes and can have multiple benefits for both the Department and employees when implemented effectively. Flexiplace arrangements are of particular interest for their benefits in the following areas:

- Recruiting and retaining the best possible workforce – particularly workers who have high expectations of a technologically forward-thinking workplace and any worker who values work/life balance;
- Helping employees manage long commutes and other work/life issues that, if not addressed, can have a negative impact on their effectiveness or lead to employees leaving the Department;
- Reducing traffic congestion, emissions, and infrastructure impact, thereby improving the environment;
- Ensuring continuity of essential functions in the event of national or local emergencies; and
- Helping the Department achieve cost savings with real estate footprint reductions.

Flexiplace arrangements are not an employee entitlement, and how work is accomplished in an office is always a management decision. However, the Department encourages and fully supports the use of Flexiplace arrangements and management's efforts to utilize this flexibility tool in a way that enhances the work of the Department and the work/life of its employees. Additionally, as with any policy, not every provision or situation can be addressed in this document. Managers and supervisors, as well as employees, will have to exercise good judgment in applying this policy.

1-2 Purpose:

This policy implements the requirements of Public Law 106-346 and Public Law 111-292, codified in 5 U.S.C. Chapter 65, which require each Executive Agency to establish a policy under which eligible employees of the agency may participate in teleworking.

This policy sets forth the authority, policy, and responsibilities for the administration of the Flexiplace Program, to include telework, remote work, and mobile work, within the U.S. Department of Housing and Urban Development (HUD) for most full- and part-time employees. Additionally, this policy supersedes any other references to telework in any other Agency policies or guidance *dated prior* to this policy.

1-3 Coverage:

This policy applies to all HUD employees, except Office of Inspector General employees.

HUD employees are not authorized to perform work under the Flexiplace Program outside of the United States. The only exception is on the rare occasion that an employee is approved both by HUD and then the Department of State as a sponsored Domestic Employee Teleworking Overseas (DETO) approved to accompany a spouse assigned to work in an overseas location on behalf of the U.S. government. Sponsored HUD DETOs must adhere to the requirements of this policy as well as HUD's DETO policy.

1-4 Definitions:

Agency Worksite: The official agency location (HUD office) where work activities are based, generally considered a centralized location of an employee's assigned organization. The term regular worksite is also used to describe the agency worksite.

Alternative Worksite: An approved worksite other than the agency worksite, at which the employee performs their official duties. For teleworkers, this is the employee's approved telework site, and for remote workers, this is the approved remote site. Alternative worksites may include the employee's residence and/or another location where there is secure, reliable internet access, and there is an office setting conducive to accomplishing work requirements in a safe and secure manner.

Approving Official: For remote work arrangements, the approving official is the lowest level delegated by the Assistant Secretary (or equivalent) for the program office. The Assistant Secretary may retain approval authority for remote work, or delegate it. Each office's approving official may be different based on the level of delegated authority. However, all requests must be submitted to the immediate supervisor. For telework arrangements, the approving official is normally the immediate supervisor.

Continuity: An uninterrupted ability to provide services and support, while maintaining organizational viability, before, during and after an event, including but not limited to the Continuity of Operations Program.

Continuity of Operations Program: An effort within the Executive Office of the President and individual Departments and Agencies to ensure that essential functions continue to be performed during disruption of normal operations.

Continuity Personnel: Those personnel who have been designated by the Assistant Secretary for each office as necessary to continue essential functions under HUD's Continuity of Operations Program. *NOTE: Continuity Personnel should review Chapter 9-8 for specific information.*

Flexiplace Program: HUD program governing where employees work. Flexiplace arrangement types include telework, remote work, and mobile work.

Hot Desking: An alternative workspace arrangement in which employees use non-dedicated, non-permanent workspaces assigned on a first-come, first-served basis. Also known as free address or touchdown workstations.

Hoteling: An alternative workspace arrangement in which employees reserve workspaces on an as-needed basis. Rather than each employee having their own desk, workstations are shared throughout the agency and reserved by employees when necessary.

Internet Access: A secure, reliable internet connection via cable, fiber optics, DSL, wireless technology, or satellite.

Mobile Work: Work characterized by routine and regular travel to conduct work in customer or other varying worksites as opposed to a single authorized agency or alternative worksite.

Official Worksite: The “duty station” of an employee’s position of record for pay purposes, as documented on the SF-50, “Notification of Personnel Action,” where the employee regularly performs his or her duties. *See Chapter 7-6 for more information on the official worksite for each type of flexiplace arrangement.*

Outstationed Workers: Employees who are assigned to an agency office in one location but who are approved to physically report to an agency office in a different locality. Outstationed employees who are approved for telework must physically report to the approved HUD office at least twice per pay period.

Remote Access: The ability to work at a location other than the official duty station to perform work or emergency duties.

Remote Work: Remote work is a type of alternative work arrangement by which an employee, under a written Flexiplace agreement, is scheduled to perform work at an alternative worksite within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite at least twice a pay period on a regular and recurring basis.

Remote work – Near HUD Office: Work performed at an alternative worksite within a 50-mile radius of a HUD office.

Remote work – Outside Commuting Area: Work performed at an alternative worksite outside of a 50-mile radius of a HUD office.

Personally Identifiable Information: “Personally Identifiable Information” (PII) means any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, date of birth, mother’s maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

Sensitive Information: Information required to be protected on the basis of its need for protection against loss, disclosure, or alteration because of the risk and magnitude of harm that could result.

Telework: Refers to a voluntary arrangement where the employee, under a written Flexiplace agreement, is expected to report to work at an agency worksite on a regular and recurring basis each pay period and also works from an alternative worksite on a regular and recurring or situational basis for an agreed upon period of time.

Routine telework is telework that occurs as part of an ongoing regular and recurring schedule with the telework day or days specified in a written Flexiplace agreement between the employee and employee's supervisor. In order to be considered regular telework, an employee must be regularly scheduled to work at an alternative worksite for a minimum of one day per pay period. Employees **MUST** report to the office a minimum of 2 days per pay period.

Situational telework is telework that is approved on a case-by-case basis where the hours or days teleworked are not part of an ongoing, and regular telework schedule.

CHAPTER 2. ROLES AND RESPONSIBILITIES

2-1 Assistant Secretary for Administration (ASA):

The Assistant Secretary for Administration or equivalent or their designee is responsible for the administration of this policy. Approval to deviate from this policy must be obtained from the Assistant Secretary for Administration or their designee.

2-2 Approving Official:

The approving official for remote work arrangements (approval or termination) is the lowest level designated by the Assistant Secretary (or equivalent) for the program office. Each office's approving official may be different based on the level of delegated authority. However, all requests must be submitted to immediate supervisors. The approving official for telework arrangements is normally the immediate supervisor.

The approving official will:

1. Review each Flexiplace application, on a case-by-case basis, to determine if the employee and the employee's position are "Flexiplace eligible," based on the eligibility criteria outlined in Chapters 3 and 4, within that position's eligibility for participation in Flexiplace arrangements, normally determined during the position classification process.
2. For remote work requests (approval or termination), consult with the Program Office's funds control/budget officer on the potential budget implications prior to approving or disapproving the

request in order to conduct an assessment of benefits and cost to determine if the arrangement is workable and cost effective for the Government and the organization.

3. For remote work arrangements, review the employee's position description to ensure that the duties are conducive to remote work before approving the arrangement.

4. Approve or disapprove the employee's participation in the program in writing, normally within 15 business days upon receipt of a complete application for telework requests and 20 business days for remote work requests¹, unless extenuating circumstances preclude processing within this time period. An employee will be notified in writing of any delay in processing because of extenuating circumstances. An example of an extenuating circumstance is when a supervisor is on leave, travel, and/or higher management level approval of the request is required.

5. Provide written explanation to the employee if the request to participate is denied.

6. Ensure that a personnel action is processed to document any change in duty station arising from an approved or terminated Flexiplace arrangement, normally within one pay period of the start date of the arrangement and ensure that a pen-and-ink change is submitted to update the duty station and bargaining unit status code, if applicable, on the OF-8 Position Description coversheet.

7. Enforce the terms of the Flexiplace policy and application, and, for bargaining unit employees, the terms of applicable collective bargaining agreements and supplements, and take appropriate corrective action to ensure conformance.

8. Ensure supervisors monitor timesheets such that they appropriately reflect employee Flexiplace participation.

9. Provide written notice to the employee of termination of telework or remote work and justification.

10. Complete all lessons of the required Telework Fundamentals for Managers training and ensure subordinate personnel, serving as immediate supervisors, complete the training found at the <https://www.telework.gov/training-resources/telework-training/virtual-telework-fundamentals-training-courses/> and maintain copy of certificate of completion. (At the time of this policy's issuance, the training consists of five lessons, all of which must be completed.)

11. Refrain from creating a repository of completed Flexiplace applications at the local level, as OCHCO is the only authorized entity to retain a central collection of completed Flexiplace Applications.

2-3 Employee:

¹ Response timeframes for requests from AFGE employees are 10 business days for telework requests and 15 business days for remote work requests.

The employee will:

1. Complete all lessons of the required Telework Fundamentals training and attach a copy of the completion certificate to their electronic Flexiplace application. (At the time of this policy's issuance, the training consists of five lessons, all of which must be completed.)
2. Complete the electronic Flexiplace application and submit it for automatic routing to the supervisor for approval and to the Program Office Flexiplace Coordinator.
3. Ensure protection of sensitive data by:
 - a. Properly safeguarding and disposing of media (both hardcopy and electronic) using approved means of destruction in accordance with applicable records management regulations and policies;
 - b. Receiving permission, from the employee's supervisor and the designated management official(s) within the employee's program office, to use or access sensitive data outside of HUD facilities;
 - c. Utilizing and storing sensitive data only on HUD-approved systems or devices;
 - d. Abiding by the most current HUD Information Technology Security Policy (version at the time of this policy's issuance is HUD Handbook 2400.25 Rev. 5.0);
 - e. Physically securing laptops and sensitive hard copy documents at all times;
 - f. Immediately reporting incidents in which sensitive information has been potentially lost or compromised to the HUD HITS Help Desk. (At the time of this policy's issuance, for items involving phishing, contact Phishing@hud.gov; for IT security incidents, contact CIRT@hud.gov). For example, if a teleworker loses a cell phone, laptop, removable or external hard drive, flash drive, or hardcopy documentation, that contains HUD information, it should be reported without delay. Refer to the HUD IT Security Policy for additional guidance on protecting sensitive data.
4. Adhere to the Government-wide Standards of Conduct regarding the use and misuse of government services, resources, and equipment (5 C.F.R. § 2635.101(B)(9)).
5. Demonstrate the ability to work independently and ensure the quality and quantity of work does not suffer while participating in the Flexiplace program.
6. Ensure that appropriate dependent care (i.e., children, elders, and/or loved ones) is obtained and utilized during work hours while participating in the Flexiplace program. While the presence of dependents in the household is not an absolute bar to working at the alternative worksite, employees must not engage in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, employees must be careful to keep interruptions to a minimum to avoid disruptions in work

accomplishment. In lieu of requesting leave for interruptions that are not brief, the employee may request to extend their workday to make up for the missed duty time by the corresponding amount of time used with notification to the supervisor, as long as extending the workday does not incur any overtime liabilities for the Department. The employee is responsible for notifying the supervisor when such an interruption exists which briefly extends their workday. In the event the level of care needed for a dependent prevents or significantly disrupts the performance or accomplishment of work for an extended period of time, employees shall notify their supervisors as soon as possible about the work interruption and request approval for appropriate leave or use of earned compensatory time or credit hours while performing dependent care responsibilities.

7. Adhere to terms and conditions of the approved Flexiplace application including any reporting requirements as outlined in the application form (i.e., time and attendance, etc.).

8. Protect personally identifiable information to ensure that it is not disclosed to unauthorized persons, either intentionally or unintentionally.

9. Provide a phone number (home, cell, etc.) where they may be reached by the supervisor and/or other management official, and HUD staff as appropriate.

10. Avoid any negative impact from Flexiplace arrangements on the work of the other members of the work group (e.g., normally, others in the office should not have to perform duties assigned to someone else who would otherwise do them simply because the employee is working from an alternative worksite).

2-4 Program Office Flexiplace Coordinator:

The Program Office Flexiplace Coordinator will:

1. Review approved Flexiplace applications for completeness and notify employees and supervisors of any deficiencies.
2. Refrain from creating a repository of completed Flexiplace agreements at the local level, as OCHCO is the only authorized entity to retain a central collection of completed Flexiplace Applications.

2-5 Flexiplace Managing Officer (FMO):

The FMO, in OCHCO, will oversee the Flexiplace program for the Department. In this capacity, the FMO will serve as an advisor for the Department leadership including the Chief Human Capital Officer and serve as the statutorily required Telework Managing Officer for HUD. Additionally, the FMO will provide guidance and supervision to ensure the Department's Flexiplace Program is administered in accordance with applicable public laws, guidelines, and this policy. In addition, the FMO:

1. Facilitates agency compliance with the requirements of the Telework Enhancement Act of 2010, 5 U.S.C. Chapter 65.

2. Leads the agency in creating a vision of the Flexiplace Program as a strategic management tool that supports and aligns with the agency's operational goals and mission.
3. Gains leadership buy-in and emphasizes the importance of leaders leading by example.
4. Helps managers and employees understand the purpose for implementing a Flexiplace Program and the benefits to the organization.
5. Provides key stakeholders a clear understanding of what the agency is trying to achieve in order to obtain acceptance of and compliance with flexiplace policies and practices.
6. Oversees the collection of completed Flexiplace agreements enabling accurate Flexiplace reporting. Works collaboratively with OPM to satisfy mandatory annual data collection and reporting requirements and ensures that supervisors and employees understand accurate data reporting requirements.
7. Develops clear and specific requirements for evaluation of the Flexiplace Program, both for the individual participants and for the agency in general.
8. Answers workforce questions on Flexiplace policies and procedures and provides Flexiplace data on an as needed basis.

CHAPTER 3. TELEWORK

3-1 Types of Telework:

1. Telework is a voluntary arrangement where the employee is expected to report to work at an agency worksite on a regular and recurring basis at least twice each pay period and also works from an alternative worksite on a regular and recurring or situational basis. *Note: Any arrangement that requires employees to report to the agency worksite less than twice a pay period, including "full-time telework," is defined as remote work under this policy.*
2. Once an employee enters into a Flexiplace agreement, there may be times when the employee will be obligated to work from home beyond the employee's normal telework schedule. *See Chapter 7-1 for more information.*
3. There are two types of telework, listed below. The telework program is designed to be beneficial to both the Department and the employee. Employees are encouraged to apply for Situational telework even if they do not plan on working a Regular/Routine telework schedule. If the forms and clearances are obtained in advance, the ability to utilize Situational telework is simplified when it is needed. While it is not a requirement to apply to participate in the telework program, employees may not work from an alternative worksite, including during inclement weather, without an approved Flexiplace agreement in place.

a. **Regular/Routine Telework** is telework that occurs as part of an ongoing regular and recurring schedule with the telework day or days specified in a written telework Flexiplace agreement between the employee and employee's supervisor. In order to be considered regular telework, an employee must be regularly scheduled to work at an alternative worksite for a minimum of one day per pay period. Managers and supervisors should use their discretion to determine not only the amount of time an employee can work outside of the office, but the type and amount of communication necessary to ensure the work of the office is completed. Employees **MUST** report to the office a minimum of 2 days per pay period under this type of telework, regardless of their work schedule type. Employees who report to the HUD office on fewer than six days per pay period may be subject to space sharing arrangements such as hoteling or hot desking.

b. **Situational Telework** is telework that is approved on a case-by-case basis where the hours or days teleworked are not part of an ongoing, and regular telework schedule. Supervisors may approve instances of non-recurring work away from the agency when the employee has an approved Situational or Regular Telework arrangement.

3-2 Eligibility Criteria:

Employee Requirements:

These requirements apply to all employees in positions conducive to telework and remote work, including managers and supervisors, if the position meets the position requirements specified below.

1. The following employees are statutorily *ineligible* to participate in telework or remote work:

a. An employee who has been officially disciplined for being absent without permission for more than 5 days in any calendar year, for as long as the documentation of the disciplinary action remains in the employee's Official Personnel Folder.

b. An employee who has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties [5 U.S.C. 6502(a)(2)(A)(B)], for as long as the documentation of the disciplinary action remains in the employee's Official Personnel Folder.

2. **Technology:** The employee must have appropriate access to secure, reliable internet service that will accommodate remote access to HUD programs at the alternative worksite, if required to perform the duties of the position.

3. **Additional Factors for Consideration:** Supervisors should consider factors in addition to the basic eligibility criteria when evaluating an employee's request to participate in telework, but these factors cannot be used to arbitrarily restrict participation. Factors appropriate for consideration include:

- a. **Conduct:** Although an official record of misconduct does not automatically exclude an employee from telework, a record of disciplinary or other corrective action may be considered as it relates to the employee's ability to successfully work at an alternative worksite.
- b. **Attendance:** An employee who is on leave restriction or who has a documented history of unsubstantiated excessive absences or being charged with Absence without Leave (AWOL) may not be a suitable candidate for telework.
- c. **Performance:** Although an official record of performance issues does not automatically exclude an employee from telework, a record of performance actions or less than Fully Successful performance may be considered as it relates to the employee's ability to successfully work at an alternative worksite.
- d. **Office Coverage:** The organization should be sufficiently staffed to prevent a hardship when one or more employees are permitted to work at an alternative worksite.
- e. **Supervision:** Telework and remote work may not be suitable for employees who have not demonstrated the ability to work independently, or for employees in developmental or trainee positions.
- f. **Budget Constraints:** Appropriate equipment needed to perform the employee's duties at the alternative worksite may not be available within allocated resources.

Position Requirements:

1. Employees eligible for telework are persons engaged in tasks and work activities that are portable, do not depend on the employee being at the traditional worksite, and are conducive to supervisory oversight at the alternative worksite. Employees shall not be excluded as eligible on the basis of their occupation, series, grade, or Union activities. All telework decisions must align with the position's eligibility for participation in Flexiplace arrangements, normally determined during the position classification process.

Tasks and work activities generally eligible for telework include, but are not limited to, work that requires:

- a. Reviewing grants, reports, and cases.
- b. Writing decisions or reports.
- c. Participating in conference calls.
- d. Researching and analyzing regulatory or other documentation.
- e. Conducting computer-oriented tasks such as programming, data entry, and word processing.
- f. Researching legislation.
- g. Editing and proofreading reports.
- h. Data analysis.
- i. Continuity Program-related task and work activities.

Note: The above are examples only and do not represent all types of work suitable for telework.

2. Ineligible positions **may** include positions which:

- a. Require the employee to have daily face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform their job effectively.
- b. Require routine access to national security classified information or other sensitive information/material that cannot be secured from or transported to a remote location.

3. Employees in training-driven positions, such as Pathways Program participants, must adhere to the following conditions:

- a. During periods of training, telework may be suspended.
- b. The telework program must not impede the progression or the ability for the employee to complete all of the requirements of their training program.

3-3 Employee-Initiated Telework Arrangement Modification:

1. A teleworker may request a temporary modification to the telework arrangement based on their personal needs. For example, a teleworker may request to change their telework day from Tuesday to Wednesday one week.

- a. Supervisors are encouraged to accommodate the employee's request if it does not impact or impede the work of the office. However, supervisors may disapprove this request.
- b. If the request involves a change for up to two pay periods, a verbal agreement is acceptable. Any change that extends beyond two pay periods requires a written request and response.

2. An employee may request a permanent modification to their telework arrangement. Requests that create a need for additional office-based workspace may require the employee to participate in space sharing arrangements, such as hot desking or hoteling, temporarily until such time as sufficient workspace becomes available.

- a. Supervisors are encouraged to accommodate the employee's request if it does not impact or impede the work of the office. However, supervisors may disapprove this request.
- b. If approved, a new Flexiplace agreement must be put in place.

3-4 Supervisor-Initiated Telework Arrangement Modification:

1. Supervisors may require a temporary modification to the telework arrangement based on the needs of the office. For example, a supervisor may request an employee to change their telework day from Tuesday to Wednesday.

- a. The request will be documented in writing and will include the estimated time period of the change (e.g., one day, three weeks, etc.).
- b. The supervisor will give the employee reasonable advance notice of the required change to the extent possible.

2. Supervisors reserve the right to permanently modify an employee's telework agreement, at any time, for business or performance-related reasons.

- a. Supervisors are encouraged to work with the employee to select a telework day or days mutually agreeable to both, but ultimately, this is the decision of management.
- b. This constitutes a change in the telework agreement and the changes must be documented in a new Flexiplace agreement.
- c. Supervisors should give the employee reasonable notice of this change to the telework agreement, in advance to the extent practicable.
- d. Supervisors must provide the notice in writing and include the reason(s) for the modification.

3-5 Termination of the Telework Arrangement:

1. Employees may terminate participation in the telework program at any time, for any reason. The termination must be in writing and state the effective date of the termination. If an employee's choice to terminate their telework creates a need for additional workspace in the office, the employee may need to participate in space sharing, such as hot desking or hoteling, temporarily until such time as sufficient workspace becomes available.

2. Supervisors may terminate participation in the telework program at any time, for any business, conduct, or performance-related reason and will notify the employee in writing and provide the reason(s) for termination. Reasonable notice will be given to the employee to the extent practicable. Supervisors are encouraged to consider warnings, modifications, and temporary suspensions of telework before terminating an agreement. A supervisor may terminate a telework agreement whenever:

- a. There is a change in work requirements, office coverage or the arrangement no longer supports the Department/Office mission.
- b. The employee has demonstrated conduct and performance problems such as:
 - Violating time and attendance policies;

- An employee does not have to be placed on leave restriction in order to terminate telework.
 - Work products are not done in a timely manner and/or the quality of the work significantly decreases in quality and/or quantity, etc.
 - An employee does not have to be placed on any type of performance improvement mechanism (i.e., PIP, OIP, or equivalent) in order to terminate telework.
 - c. Changes in technology require that work be conducted in the office; such as the employee does not have access to the internet, hardware is not working, etc.
 - d. The employee does not conform to the terms of the Flexiplace agreement.
 - e. The employee’s performance has fallen such that it no longer meets business needs.
3. Removal from telework does not prevent an employee from reapplying at a later date.

CHAPTER 4. REMOTE WORK

4-1 Types of Remote Work:

Remote work is a special type of alternative work arrangement by which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite on a regular and recurring basis at least twice a pay period.

Employees must submit a Flexiplace application and obtain managerial approval for remote work arrangements. Remote work arrangements may have budget implications, equity considerations, and other factors that management must consider when making decisions to institute or execute a remote work agreement or position. All remote work decisions must align with the position’s eligibility for participation in Flexiplace arrangements, normally determined during the position classification process. Current employees will not be required to enter into a remote work arrangement if they were not explicitly hired as remote workers.

Types of remote work arrangements:

1. **Remote work – Near HUD Office:** Work performed at an alternative worksite within a 50-mile radius of a HUD office. Examples:
 - a. An employee whose position would normally be based in HUD’s Robert C. Weaver headquarters building in Washington, DC is instead stationed in their home in the DC suburb of Arlington, VA.
 - b. An employee whose position would normally be based in HUD’s Robert C. Weaver headquarters building in Washington, DC is instead stationed in their

home in the Denver suburb of Lakewood, CO, which is within 50 miles of the HUD Denver Regional Office.

2. **Remote work – Outside Commuting Area:** Work performed at an alternative worksite outside of a 50-mile radius of a HUD office. New positions that are advertised as remote positions could be duty stationed either anywhere within a specified geographic area or anywhere in the United States, outside the local commuting area of a HUD office, as determined by management. Existing employees may also be in positions that are eligible for remote work outside the local commuting area of a HUD office, either within a specified geographic area or anywhere in the United States. Examples:
 - a. An employee whose position would normally be based in HUD’s Robert C. Weaver headquarters building in Washington, DC is instead stationed in their home in Gettysburg, PA, which is more than 50 miles away from any HUD office but meets management’s requirement that the position be stationed within Region III.
 - b. A position whose manager is based in HUD’s Robert C. Weaver headquarters building in Washington, DC is advertised with a remote duty station anywhere in the United States and the selected employee is stationed in their home in Midland, TX, which is more than 50 miles away from any HUD office.

4-2 Eligibility Criteria:

Position Requirements:

Management determines position eligibility for remote work, normally during the position classification process. Considerations include, but are not limited to:

- Portability of the duties of the position,
- Frequency that the position requires performance of duties in the office,
- Frequency of travel required for work, and
- Budgetary implications of changes in locality pay area, transit and travel costs, and real estate and facility savings.

Duties that require handling personally identifiable information (PII) or other sensitive information, barring national security classified information, may be deemed portable for remote work purposes, subject to management approval.

The availability of space in the HUD office of the position’s normal work location may also be taken into consideration when determining where remote arrangements may be appropriate.

Employee Requirements:

If an employee’s position is eligible for remote work, management will consider all telework employee eligibility factors listed in Chapter 3 when reviewing employee requests for remote work.

4-3 Employee-Initiated Remote Work Arrangement Modification or Termination:

1. An employee may request a temporary modification to their remote work location based on their personal needs, for a period not to exceed two pay periods.

a. Supervisors are encouraged to accommodate the employee's request if it does not impact or impede the work of the office. However, supervisors may disapprove this request for business reasons.

b. Requests must be submitted and approved/denied in writing (via email or another written format).

c. Requests that increase an employee's presence at an agency's worksite will be subject to space availability and may require the employee to participate in space sharing (for example, hot desk or hotel (reserve space)).

2. Any change that extends beyond two pay periods, including a permanent change or termination, requires a written request to the supervisor, written approval from the Assistant Secretary or designee and may require a change in the duty station. An employee may request a permanent modification to their remote work arrangement. Employees whose requests result in a greater presence in the HUD office may need to participate in space sharing, such as hot desking or hoteling, temporarily until such time as sufficient workspace becomes available.

a. Supervisors must consider position requirements, such as frequency of travel, as well as budgetary implications of changes in locality pay area, when considering requests to change an existing remote work arrangement.

b. Remote workers may request a temporary change to report to the HUD office on a regular basis to temporarily support an assignment that can be performed more effectively at the agency worksite. Upon completion of this status or project, the employee will return to their remote work status.

c. Employees may request to terminate participation in the Flexiplace Program at any time, for any reason. Employees shall provide the termination notice to their supervisor in writing and state the effective date of the termination. Employees do not need to provide a reason. Employees who choose to terminate their participation in remote work may need to participate in space sharing arrangement, such as hot desking or hoteling, temporarily until such time as sufficient workspace becomes available.

d. If a change lasting longer than two pay periods is approved, a new Flexiplace agreement must be put in place and may require a change in the employee's official worksite for pay purposes (duty station) in the personnel system.

3. HUD will not reimburse relocation expenses for employee-initiated changes to Flexiplace arrangements. Any relocation costs arising from employee-initiated requests to change to a

different geographic area (e.g., changing from one HUD regional office to another) are the responsibility of the employee.

4-4 Management-Initiated Temporary Change to or Termination of the Remote Work Arrangement:

1. Management may change or terminate participation in the remote work program at any time based on business needs, misconduct, or performance, not for arbitrary or capricious reasons, and will notify the employee in writing and provide the reason(s) for the change or termination. Advance written notice will be provided at least two weeks in advance to the affected employee before the change or termination date, unless emergency conditions exist, which may necessitate expedited termination. The change or termination will be documented in writing.
2. Management may terminate a remote work arrangement whenever there is a change in work requirements, or the arrangement no longer supports the Department/Office mission.
3. Management must consider position requirements, such as frequency of travel, as well as budgetary implications of changes in locality pay area, and the potential costs of relocation, when determining whether to change or terminate an existing remote work arrangement.
4. When a remote work arrangement was initiated at the request of an employee and management terminates the agreement due to a decline in the employee's performance or misconduct, the resulting reassignment to the new duty station will not be considered involuntary, and the employee will thus be ineligible for a severance payment, should they separate from HUD instead of accepting the reassignment.
5. Supervisors may consider whether to terminate a remote work arrangement and/or take disciplinary or performance-based actions while the employee remains remote when:
 - a. The employee has demonstrated conduct and performance problems. For example:
 - Violating time and attendance policies;
 - An employee does not have to be placed on leave restriction in order to terminate remote work.
 - Work products are not done in a timely manner and/or the quality of the work significantly decreases in quality and/or quantity, etc.
 - An employee does not have to be placed on any type of performance improvement mechanism (i.e., PIP, OIP, or equivalent) in order to terminate remote work.
 - b. The employee does not conform to the terms of the Flexiplace agreement.
 - c. Supervisors are encouraged to consider warnings, modifications, and temporary suspensions of remote work before terminating an agreement.
6. When a remote work arrangement was initiated at the employee's request and management terminates the arrangement due to a decline in the employee's performance or an occurrence of

misconduct, the employee will be responsible for covering their own costs to relocate to an agency duty station and will not seek relocation costs from HUD. Any employee relocation costs arising from management-initiated remote work changes or terminations that result in a change to a different geographic area (e.g., changing from one HUD regional office to another) for other reasons will be paid by HUD in accordance with the GSA Federal Travel Regulations. Management must coordinate such arrangements with the Program Office's funds control/budget officer in advance of making a determination that may create an entitlement to relocation costs.

7. Employees whose remote work arrangements have been terminated may have to participate in space sharing arrangements, such as desk sharing, hot desking, or hoteling temporarily until such time as sufficient workspace becomes available in the office.

8. Removal from remote work does not prevent an employee from reapplying to the Flexiplace Program at a later date.

CHAPTER 5. MOBILE WORK

Mobile work is work which is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on official travel for temporary duty (TDY).

5-1 Eligibility Criteria:

The primary duties in the position description determine position eligibility for mobile work. Mobile workers are designated as such when they are hired for a mobile work position. When designing mobile work positions, management considerations include, but are not limited to:

- Degree of variability of the position's worksite,
- Portability of the duties of the position,
- Frequency that the position requires performance of duties in a HUD office, and
- Frequency of travel required for work.

CHAPTER 6. APPLICATION FOR TELEWORK AND REMOTE WORK

1. The application for the Flexiplace Program consists of the following:

- a. Flexiplace Application and Agreement.
- b. Telework Fundamentals training completion certificate.

2. Any references to a Flexiplace application, in this policy or any other references include both of the above.

3. Failure to complete either of the above constitutes an incomplete application and will not be considered.

6-1 Application Process:

1. The employee must submit an electronic Flexiplace application package to the immediate supervisor for review.

2. The supervisor will notify employees of an incomplete Flexiplace application within two business days, barring extenuating circumstances.

3. The supervisor or approving official will review the Flexiplace application package and provide a decision, in writing, within the timeframe described in Chapter 2-2.

4. If the request is approved, the employee and supervisor must abide by the terms and conditions of the arrangement.

5. The employee must complete all lessons of the applicable Telework Fundamentals prerequisite training. The training may be accessed at <https://www.telework.gov/training-resources/telework-training/virtual-telework-fundamentals-training-courses/>. (At the time of this policy's issuance, the training consists of five lessons, all of which must be completed.)

6-2 Agreement:

The electronic Flexiplace agreement, which must be completed and signed by an employee and their supervisor, outlines the terms and conditions of the Flexiplace arrangement. Among other requirements, the agreement stipulates:

1. Any set time, methods, and/or frequency for the employee to communicate during their tour of duty.

2. HUD management officials, the immediate supervisor and staff members may contact the employee throughout their tour of duty.

3. Employees should answer phone calls and emails and attend meetings with the same frequency and quality as they would while in the office. This may include turning on their camera for videoconference meetings, as requested by management.

6-3 Supervisor-Initiated Temporary Reporting to the Agency Worksite:

1. A supervisor has the right to require a Flexiplace participant to report to the official worksite at any time, based on operational requirements. A supervisor may require a teleworker to modify their telework schedule or a remote worker to report to the agency worksite in order to participate in a mandatory training activity, meeting, special project, day-of in-person team meeting(s), established in-person collaboration (shared) days, provide office coverage, etc., that cannot be performed at the alternate worksite. Therefore, employees participating in the

Flexiplace program must be accessible and available to report to the agency worksite for work needs that cannot be performed at the alternative worksite.

- a. The supervisor will give the employee advance notice to the extent practicable.
- b. Reporting to the agency worksite will last no longer than is reasonable to complete a work assignment or training.
 - i. For teleworkers, the supervisor may consider allowing the employee to work another day in the same week from the alternate worksite but is not required to do so.
- c. Normally, this type of modification will be communicated in writing, which may include email.
- d. Requiring the employee to report to the agency worksite is not a termination of the Flexiplace agreement.
- e. The supervisor (or designee) will communicate directly with the employee regarding the decision to report to the agency worksite.
- f. For same day reporting to the agency worksite at management's behest, occurring after the tour of duty begins, the commute time is considered as part of the tour of duty. (If the employee is reporting to the worksite at the employee's election, the commute time is not considered part of the tour of duty.)
 - i. For example, if an employee's tour of duty begins at 8:00 am and the supervisor requires the employee to report to the office to attend a 1:00 pm conference, the time spent commuting by the employee is considered to be work time.
- g. Management must take into consideration the distance from the alternative worksite and transportation options available to the employee and allow adequate time for the employee to report. Mobile workers and Remote Work – Outside Commuting Area workers may need to be on official travel orders (temporary duty travel - TDY), if they are traveling outside the travel status radius of their official worksite, as defined in the GSA Federal Travel Regulations, when reporting to the agency worksite.
- h. The tour of duty ends at the same time it would have if the employee had been working from the alternative worksite.
- i. Time for travel back to the employee's home is not considered as part of the tour of duty unless the employee is on TDY.
- j. Employees on TDY may earn compensatory time off for travel for time spent in travel status that is not otherwise compensable in accordance with applicable policy and regulations.

- k. For teleworkers, any costs incurred to report to the office, e.g., public transportation, is at the employee's expense as a normal commuting expense. Remote and mobile workers will be reimbursed for TDY expenses per applicable policy and regulations.
- l. Failure to report to the agency worksite or other designated locations (training center, etc.) may result in the termination of the Flexiplace arrangement.

6-4 Denial and Appeal Process:

While telework and remote work are not employee entitlements, and not all employees and/or positions are conducive to telework or remote work, management officials are urged to look at all facets of an employee's request and make decisions fairly in their office.

1. If the request is denied, the supervisor must notify the employee of their decision and provide the employee written justification for the denial on the Flexiplace application.
2. The employee may appeal the denial of the telework or remote work request to the level above the approving official. For example, if the application is denied by a Branch Chief, the employee can appeal the decision to the Division Director.
 - a. The employee must appeal the decision within 15 calendar days of receipt of denial.
 - b. The appeal must be accompanied by any circumstances the employee believes are relevant to the request for reconsideration.
3. The deciding official will render a decision in writing within 21 calendar days upon receipt of the appeal.

CHAPTER 7. TIME, ATTENDANCE AND PAY

7-1 Flexiplace Hours of Duty:

1. The existing policies relating to "hours of duty" apply to employees participating in Flexiplace arrangements.
2. If a situation arises and the employee's agency worksite is closed due to emergency situations (e.g., inclement weather or office repairs), and the alternative worksite is not affected, the employee is required to complete their tour of duty, if feasible.
 - a. Flexiplace workers are required to work during their regular tour of duty on a day when the agency worksite is closed (or when employees at the agency worksite are granted late arrival or dismissed early). They are not entitled to receive weather and safety leave, overtime pay, credit hours, or compensatory time for performing work during their regularly scheduled hours. Generally, employees who are Flexiplace

participants will not receive weather and safety leave, since they are not usually prevented from performing work at an approved alternative worksite due to a weather or other safety-related emergency. If the agency worksite is closed, all employees participating in the Flexiplace program whose alternative worksite is their home are required to work from their homes – even if it is a day when they would be reporting to the agency worksite. This will be considered regular time. If the employee chooses not to work from their alternate worksite or home, a leave request may be submitted, but the employee is not eligible for weather and safety leave.

- b. If the employee is working from home due to an unexpected agency worksite closure, it is understood there may be circumstances that impede or prevent the employee from performing some or all of their duties. These include situations where a teleworker could not have reasonably anticipated severe weather or emergency and thus is not prepared to telework and is otherwise unable to perform productive work at the alternative worksite, or a where Flexiplace participant cannot safely work at the alternative worksite due to severe weather or an emergency situation. With proper justification, the employee may not be penalized for a situation beyond their control. Proper justification could include loss of power, lack of work assignments, lack of child/dependent care, etc.
 - i. Under these circumstances, the employee is required to notify the supervisor via email (if available) of the situation, and the supervisor will determine if a leave request is required or if weather and safety leave applies. The applicable regulations and procedures describe a few limited exceptions under which Flexiplace program participants may be granted weather and safety leave. The email should contain the specific reasons that prevent the employee from working all or a part of the day.
 - ii. For example, if the employee is the parent of two very young children AND there is no one else in the home to assist in their care, the employee's work may be impeded and the supervisor will take this and any other factors under consideration to determine if any, or how much leave must be taken.
3. When an emergency or other situation affects only the alternative worksite for a major portion of the workday, HUD may require Flexiplace participants to report to the agency worksite or the employee may request annual leave or leave-without-pay (LWOP). This requirement does not apply to Remote Work – Outside Commuting Area participants.
 - a. If HUD remote access is down, and internet access is required to perform work, the employee shall report to the agency worksite.
 - b. If it appears that the system will only be down for a short period, or there is other work that could be done without the access, the supervisor should be consulted to determine if reporting to the official worksite is practical.

4. Weather and safety leave also may be granted to Flexiplace participants when they are prevented from working by the need to make safety preparations for emergency weather situations, such as storm preparation when there are severe storms approaching (e.g., hurricanes and tropical storms).
5. If the Federal Government (or HUD) is closed or released early due to a holiday or “good will” gesture, Flexiplace employees will receive the same benefit as those employees at the official duty station.
6. If the Federal Government (or HUD) is open but operating under a status of “unscheduled leave or unscheduled telework,” employees must notify their supervisor by the start of their workday if they are performing unscheduled telework or using unscheduled leave.

7-2 Flexiplace Work Schedules:

1. Flexiplace is not a “work schedule;” it is a program allowing employees to work at an alternative worksite. Employees continue to be permitted to work alternative work schedules, with supervisory approval, while they participate in Flexiplace. Work schedules are at the discretion of supervisors. However, supervisors are encouraged to exercise as much flexibility as possible.
2. With supervisory approval, employees may work a fixed schedule or an alternative work schedule permitted by the most current HUD Alternative Work Schedules policy or applicable labor-management agreement. With supervisory approval, teleworkers may establish in their Flexiplace agreement different work start/stop times for telework days as compared to when they are in the office.

7-3 Leave:

All OPM and Department leave requirements remain the same. If an employee is scheduled to work from an alternate worksite and will not be working due to sickness, or any other reason that would prevent or impede the employee’s work, the employee is required to contact their supervisor to request the appropriate leave.

7-4 Overtime, Compensatory Time and Credit Hours:

Supervisors must approve overtime, compensatory time, and credit hours **in advance**.

The existing provisions in Title 5 U.S.C. and in the Fair Labor Standards Act governing overtime also apply to Flexiplace workers. Supervisors must approve all credit hours, overtime and/or compensatory time in advance and in writing. Flexiplace employees should not work credit hours, overtime or compensatory time without advance supervisory approval. If they do so, they may be removed from the Flexiplace program and may not be eligible for compensation.

7-5 Travel, Leave and Holidays:

For teleworkers, if the employee is on travel, leave, or the scheduled telework day is a holiday, the employee may not substitute an alternative telework day without advance supervisory approval. Whether or not a substitution will be approved is within the discretion of the supervisor.

7-6 Effect of Flexiplace Arrangements on Official Worksite & Locality Pay:

1. Teleworkers' Worksites:

The official worksite for an employee covered by a telework agreement is the location of the regular agency worksite for the employee's position (i.e., the place where the employee normally reports for work on non-telework days), as long as the employee is scheduled to physically report at least twice each biweekly pay period on a regular and recurring basis to that regular worksite, except in certain temporary situations.

2. Remote Workers' Worksites:

The official worksite for a remote worker is the approved alternative worksite (i.e., home or another alternative worksite).

3. Mobile Workers' Worksites:

A mobile worker's official worksite will be determined in accordance with 5 CFR 531.605.

In accordance with 5 CFR 531.605(d), in the case of a mobile work employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the official worksite as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's official worksite.

4. Locality Pay:

For all General Schedule employees, locality-based comparability payments are authorized based on an employee's official worksite under the most current Federal regulation. The location of an employee's official worksite—the HUD office for teleworkers and the approved alternative worksite (normally, the employee's home) for remote workers—determines the employee's locality pay area, which has an assigned Government-wide locality payment percentage. At the time of this policy, 5 U.S.C. § 5304 and 5 CFR part 531, subpart F apply to most General Schedule positions. Current locality pay area definitions and rates can be found at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. Employees in executive and senior level pay plans do not receive locality pay.

For teleworkers, in certain temporary situations, such as an extended office closure or other operating status announcement, or where an evacuation order has been issued, the employee may be precluded from returning to the agency worksite with the twice per pay period frequency required by regulation. In such situations, HUD may continue to treat the agency worksite as the

official worksite of the employee even though, during that period, the employee is working from the alternative worksite and not returning to the agency worksite at least two days per pay period. In that situation, HUD is unable to offer an agency worksite but expects employees to return when the event has concluded. HUD may also permit an employee to telework without returning to the office twice per pay period in a situation where an employee is temporarily recovering from an injury or other medical condition but is expected to return to a normal telework schedule upon recovery.

Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition;
- Emergency situations preventing an employee from regularly commuting to the agency worksite, such as a severe weather emergency or a pandemic health crisis. (For instance, in the aftermath of a hurricane or flood, an employee may be forced to temporarily relocate, making commuting to the agency worksite twice each biweekly pay period on a regular and recurring basis not possible. If the employing agency sets up telework arrangements for the employee, a temporary exception to the twice-a-pay-period requirement would be appropriate.);
- An extended period of approved absence from work (e.g., paid leave) during which the employee will not be able to report to the agency worksite at least twice a pay period;
- A period during which the employee is in temporary duty travel status away from the official worksite; or
- A period during which an employee is temporarily detailed to work at a location other than a location covered by a Flexiplace agreement.

This exception is intended to address certain situations where the employee is temporarily unable to report to the agency worksite for reasons beyond the employee's control. The temporary exception should generally be used only in cases where: (1) the employee is expected to return to work at the agency worksite in the near future, or (2) the employee is expected to continue teleworking and will be able to report to the agency worksite at least twice each bi-weekly pay period on a regular and recurring basis in the near future.

5. Tax or other legal implications for the business use of the employee's home will be based on IRS and state and local government rules and restrictions. It is the employee's responsibility to determine any income tax implications for maintaining a home office. Employees are encouraged to consult with a qualified tax professional to discuss the tax implications of a remote work arrangement or mobile work arrangement where the employee's home is their official worksite. It is the responsibility of the employee to make state designations for employment taxes. Management will process the employee's elections in accordance with Department of Treasury requirements.

CHAPTER 8. EXPENSES, EQUIPMENT AND FACILITIES

8-1 Expenses:

1. To make calls and scan copies, employees should use tools and technology that do not incur costs, to the fullest extent practicable. To this end, employees should log onto HUD's group chat/call software (currently Microsoft Teams) when they start their day and throughout their day so that they can be reached by their supervisors and colleagues via video or teleconference without incurring a cost to the government. When using tools and technologies that do not incur costs is not possible, the following may occur:

a. Program offices may issue cell phones to Flexiplace participants upon request where there is a business need.

b. Employees will be reimbursed for mail charges, facsimile charges, and hard copies only if they are instructed and approved in advance by their supervisor to incur such costs.

2. The following expenses will not be reimbursed:

a. Reimbursement for internet access, personal computer equipment, and/or other related charges.

b. Reimbursement for utility costs for heating, air conditioning, lighting, and the operation of government-furnished data processing equipment associated with the alternative worksite.

8-2 Equipment & Software:

1. Employees who have a personal computer at home and have secure, reliable internet access are only permitted to use their personal computer if they are awaiting issuance of a HUD laptop. In such cases, they may be provided remote access to the HUD system on their personal computer in alignment with IT Helpdesk instructions.

2. On a rare, case-by-case basis, supervisors may approve employees to participate in the Flexiplace Program without secure, reliable internet service as long as their work does not require access to HUD systems.

3. All HUD-provided laptop computers will be pre-configured with HUD standard software by local IT staff and provided to the employee. If there is a problem with the hardware and/or software applications, the employee is required to call the HITS Helpdesk at 1-888-297-8689.

a. If the problem cannot be resolved over the telephone, the employee is required to bring the equipment on-site (or if they are Remote Work – Outside Commuting Area participants, ship it in accordance with instructions provided by the Helpdesk) so that IT staff can repair the problem. Employees will notify their supervisor when a failure of the technology occurs to determine the need to report to the agency worksite.

- b. Employees who are issued a HUD laptop computer are prohibited from installing non-government owned or unauthorized hardware or software, e.g., social networking software, etc.

4. Flexiplace participants must comply with organizational security procedures and ensure adequate security measures are in place to protect the equipment from being damaged, stolen, or accessed by unauthorized individuals.

5. Flexiplace participants are responsible for taking reasonable precautions in preventing any loss or damage to equipment that is issued to them. If HUD-provided equipment is lost, stolen, or damaged due to negligence, the employee may be held accountable for replacement. In the event a computer is lost or damaged, the employee will immediately (24 hours or less during the week) call the HITS Helpdesk at 1-888-297-8689 to report the incident. Replacement equipment will be provided by HUD as soon as it becomes available.

- a. If a Flexiplace participant has personal equipment or other equipment available, they may be allowed to use it in alignment with instructions provided by the Helpdesk until the HUD laptop is repaired or replaced, at which point the employee must cease use of personal equipment.
- b. If alternative equipment is not available, teleworkers and Remote Work – Near HUD Office participants may be required to report to the agency worksite on the next business day and continue reporting to the office until the equipment problems are resolved.

6. Supervisors must establish methods of communicating with their employees and ensure that all employees participating in the remote work program have alternative means of contacting the supervisor in the event that email is not available (due to HUD system failures, weather, or other conditions).

8-3 Facilities:

If working at home, employees participating in the Flexiplace program should have a designated workspace or workstation for the performance of their work duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work. In addition, employees must acknowledge reviewing the “Self-Certification Safety Checklist” portion of the electronic Flexiplace application.

8-4 Space Sharing:

Employees who regularly work at least six days per pay period in a HUD office will be assigned a workstation/cubicle or office. Employees who regularly report to a HUD office on fewer than six days per pay period may be subject to space sharing, which may include hoteling and hot desking. Vacant and available workspaces will be assigned in accordance with the most recent space sharing policy.

CHAPTER 9. MISCELLANEOUS INFORMATION

9-1 Position Description:

Changes to existing position descriptions are not necessary for telework arrangements. For remote work arrangements, approving officials must review the employee's position description and may make any necessary changes to ensure that the duties are conducive to remote work and a change in duty station before approving the arrangement. For example, changing the employee's status to or from remote work could affect their bargaining unit coverage in terms of which local or union may cover the employee based on geographic location. As position descriptions are developed or updated or vacancy announcements are opened, Flexiplace eligibility will be documented.

9-2 Performance Standards:

Critical elements and performance standards must have clearly defined performance requirements that are quantifiable, measurable, results-oriented, and tied to the Department's strategic plan. Explicit and objective "norms" for work output should be based on experience with those required and sustained in the office and monitored through scheduled and required progress reports. The performance of Flexiplace participants will be evaluated consistent with the applicable HUD performance management system, such that Flexiplace participants are treated the same as non-participants regarding performance management.

9-3 Work-Related Opportunities:

All participants in the Flexiplace Programs will be treated the same as non-participating (in-office) employees for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees, work requirements, or other acts involving managerial discretion.

9-4 Liability Issues:

Questions related to claims for personal property damage or loss, or personal injury related to the employee's performance of official duties should be directed to the Office of the Chief Human Capital Officer (OCHCO). The Department will address issues of employee or Department liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, and the Military Personnel and Civilian Employees Claims Act, as applicable.

9-5 Workers' Compensation:

1. The Federal Employees' Compensation Act (FECA) covers Flexiplace participants. Employees may receive Workers' Compensation for an on-the-job traumatic injury sustained while performing official duties at the official or alternative worksite. Employees must inform their supervisor immediately or as soon as practical following an injury. Supervisors must ensure that the appropriate Workers' Compensation forms are completed within 10 days of the reported

traumatic injury. In addition, the supervisor will immediately inform OCHCO about the injury. Information regarding the process for filing a Workers' Compensation Claim, as well as the forms may be accessed at <http://hudatwork.hud.gov/HUD/chco/po/arh/notices/workcomp>.

2. In a home office (whether the home office is near the HUD office or outside the commuting area where the employee is assigned organizationally), the employee is covered under FECA at their workstation while performing assigned duties or performing employment activities incident to those duties. A workstation would generally consist of a location in the home where the employee performs work assignments such as a desk with a computer and internet access. Injuries sustained while performing activities that are not immediately directed toward the actual performance of assigned duties are not covered. Unlike in a traditional office setting, employees remove themselves from the performance of assigned duties as soon as they walk away from that desk to use the bathroom, get a cup of coffee, or seek fresh air.

3. Employees must review the "Self-Certification Safety Checklist" to understand the importance of safety at their alternative worksite in compliance with Occupational Safety and Health Administration (OSHA) guidelines as part of the Flexiplace application. Any claim for Worker's Compensation based on a traumatic injury will be investigated by the Department of Labor. For additional information regarding OSHA requirements, visit to www.osha.gov.

9-6 Transit Subsidy:

1. Remote workers and mobile workers whose official worksite is their approved alternative worksite (e.g., the employee's home) are not eligible for the transit subsidy program. Approved regular teleworkers who receive a transit subsidy under HUD's Transit Subsidy Program must complete and return the HUD-80-A to the Transit Subsidy Program within two business days of notice of approval to telework, accounting for their approved telework schedule.

2. Participation in the telework program may or may not affect the amount of the transit subsidy awarded.

3. Failure to notify the appropriate headquarters or field representative of changes to a telework schedule may result in termination of not only the telework program, but the transit subsidy program as well, if the changes affect the amount of commuting trips and/or the amount of the subsidy to which the employee may be entitled.

9-7 Policy Questions:

Questions about HUD's Flexiplace Program may be directed to the Department Flexiplace Managing Officer, as listed on <http://hudatwork.hud.gov/HUD/chco/po/arh/eap/flexiplace>.

9-8 Continuity of Operations:

Continuity of Operations is a Federal Executive Branch program to ensure that Departments and Agencies can continue essential functions during disruption of normal operations across a wide spectrum of threats. Each Department is required to develop and maintain a Continuity of

Operations Plan to ensure that Mission Essential Functions are operational within 12 hours of an emergency, with or without warning. Further information can be found in Federal Continuity Directive 1, located at <https://www.fema.gov/emergency-managers/national-preparedness/continuity>.

Telework is a critical part of HUD's Continuity of Operations Program. Employees are designated as Continuity Personnel by their Assistant Secretary and must adhere to requirements in HUD's Continuity of Operations Plan. Continuity Personnel must apply for telework, maintain telework readiness at all times, and abide by the terms of the HUD Flexiplace agreement, as documented, for the duration of their appointment to the Continuity of Operations program. The employee's telework capability should be verified on a regular basis, at a minimum once every quarter. All other eligibility criteria required in Chapter 3 are not applicable for Continuity Personnel conducting continuity-related telework. Continuity Personnel who are approved to telework only for continuity purposes must have their application annotated accordingly.

**Department of Housing and Urban
Development**

**Collective Bargaining Agreement(s) –
Telework Provisions**



Agreement



between
U.S. Department of Housing
and Urban Development

and
American Federation of
Government Employees
AFL-CIO



ARTICLE 18 TELEWORK

Section 18.01 - General. The Office of Personnel Management and the Department define telework as "work arrangements in which an employee regularly performs official assigned duties at home or other work site geographically convenient to the residence of the employee." Telework is simply a way of getting work done from a different location.

In accordance with § 359 of Public Law 106-346, Handbook 625.1 dated May 2010 is the Telework Policy for the Department of Housing and Urban Development. Under these provisions the Department encourages the implementation of telework to the maximum extent possible. No individual office or program area is authorized to establish a telework policy or modify or amend Handbook 625.1 dated May 2010 without the written approval of the Chief Human Capital Officer and/or the fulfillment of bargaining obligations with I IUD AFGE Council 222. The provisions of hoteling and hot desking are not being implemented at this time. When they become available, management agrees to negotiate as appropriate the applicable provisions.

The Department recognizes the potential benefits of voluntary telework to both employees and the Agency. Under normal circumstances, a manager may not require an employee to work from home. However, a manager may require an employee to work at an alternative worksite.

Section 18.02 - Eligibility.

- (1) With the exception of summer or seasonal employees, all employees in positions with duties that are conducive to telework are eligible to telework.
- (2) **if** the employee is considered "eligible" by HUD policy or this agreement, denial and termination decisions must be based on business needs or performance, not arbitrary or capricious reasons. When provisions of the Departmental policy are inconsistent with or contradict this Article, the Article will prevail.

Section 18.03 - Roles and Responsibilities.

- (1) The approving official shall:
 - (a) Approve, modify, or disapprove the employee's participation in the program in writing, within 10 business days upon receipt of a completed application, unless extenuating circumstances exist. The written notice shall provide the reason(s) for modification or disapproval.
 - (b) Within 2 business days, supervisors will notify employees of an incomplete application, unless extenuating circumstances exist.
 - (c) Submit a copy of the approved signed Telework Application to the Program Office Telework Coordinator. The list is available on the HUD website.

- (d) Notify the Union when the agreement is terminated, suspended or modified by the Supervisor for one pay period or more.
- (2) The employee shall:
 - (a) Submit applications for telework to their immediate supervisor or the supervisor's designee.
 - (b) Teleworkers will be treated the same as non-teleworking employees in the telework reporting requirements. There will be no sign in or out.
 - (c) Employees may use the call forwarding feature of their office telephone while on telework provided the feature can be initiated or cancelled from the alternative worksite.

Section 18.04 - Application Requirements and Process.

- (1) Employees on a five (5) day per week schedule may telework up to three (3) days per week. Employees on compressed work schedules may telework up to two (2) days per week during a compressed week.
- (2) Once an agreement is approved, employees may begin teleworking upon mutual agreement between the employee and their immediate supervisor.
- (3) Employees who are denied telework or the request is modified by the supervisor may select either the appeal process in HUD Handbook 625.1, Telework Policy, -or- the grievance procedures outlined in Article 51 of this Agreement.
- (4) Telework agreements are not required to be renewed once they have been approved. They remain in place until either party decides to modify or terminate the agreement. The telework agreement in place at the time of the implementation of this agreement will remain in effect unless the employee is no longer eligible for telework. If the employee requests a change based on the provisions of this supplement, a new agreement will be prepared. The self-certification safety checklist and IT approval Form are not required to be resubmitted unless there are substantial changes in the teleworking situation.
- (5) Employees may apply for telework at any time.
- (6) Employees who chose not to participate in the program will not be penalized.
- (7) Modifications to the telework agreement do not require a new Rules of Behavior for Remote Access User Agreement (HUD-22018); Telework Self-Certification Safety Checklist (HUD-25229) or IDT/HQOTC concurrence.

- (8) Communication levels and the methods of communication between employees and supervisors are expected to remain the same whether an employee is working in the office or teleworking. The communication requirements of the manager will be discussed with employee and identified in the telework application and agreement. Teleworkers will provide a telephone number where they may be reached by the supervisor and or, other management officials.
- (9) Management agrees not to disseminate or require an employee to publish personal information such as home or cell phone numbers.
- (10) Management agrees that the remote work site is not a governmental facility and that employees have the freedom to safeguard, insure and maintain the privacy of their home work place.

Section 18.05 - Same Day Recall (SDR). A SDR is when the supervisor requires an employee to return to the official worksite while teleworking.

- (1) A recall shall only be initiated due to extreme operational exigencies requiring same day attention. Recalling an employee should be a last resort effort and a rare occurrence.
- (2) Commute time back to the office of a recall is always considered part of the tour of duty.

Section 18.06 - Modification of Telework Agreements.

- (1) Supervisors must give reasonable advance notice for permanent or long term modifications to telework agreements and, under normal circumstances no less than one full pay period. The modification must be in writing and provide the reason(s) for the modification.
- (2) Handbook 625.1 Section 5-3-1 (a) of the HUD May 2010 Telework Policy is no longer applicable.
- (3) A permanent modification to a telework agreement requires a new agreement.

Section 18.07 - Termination of Telework Agreements.

- (1) Supervisors may terminate telework for business or performance related reasons. Employee's morale and quality of work life shall be considered in any decision to terminate an agreement.
- (2) Employees will be given written notification of termination of their telework agreement a minimum of one full pay period before the effective date, unless emergency conditions exist. The termination must be in writing and provide the reason(s) for the termination.

- (3) By mutual agreement of the supervisor and the employee, an employee may discuss the termination notice with their supervisors and have a union representative attend and participate in this discussion.
- (4) Supervisors are strongly encouraged to consider warnings, modifications, and temporary suspensions of telework before terminating an agreement.
- (5) If an employee is terminated from telework, the employee may reapply at any time.

Section 18.08 - Hours of Duty. Employee's teleworking may participate in and are subject to the provisions of Article 16 of this Agreement.

Section 18.09 - Leave. Employees working from an alternative worksite other than their home shall be covered under the same leave provisions as employees at the official work site,

Section 18.10 - Work Schedules.

- (1) Telework is not a "work schedule" it is a program allowing employees to work at an alternative work location/worksite.
- (2) In accordance with the Office of Personnel Management guidance, teleworking employees continue to be eligible for all Alternative Work Schedules. However, employees choosing a flex-time schedule will inform their supervisors at least one day in advance of the time they will start work on their telework days, unless extenuating circumstances exist. In the absence of advance notice from the employee, it is understood that the employee will begin work at the time designated on the telework agreement.
- (3) Management is responsible to ensure that the mission and operational requirements of the Department care carried out effectively and efficiently.

Section 18.11 - Overtime, Compensatory Time and Credit Hours. Employees participating in any telework agreement are eligible to work credit hours, overtime and/or compensatory time on both scheduled and unscheduled telework days in accordance with the applicable provision of Article 16 of this Agreement and the Telework Policy.

Section 18.12 - Equipment used while on telework.

- (1) If an employee participating in telework has a loss or damage to equipment and does not have personal equipment available, the employee may be able to continue to work at home once the supervisor is notified and determines that work can be done without the use of a computer or internet access. HUD will make all reasonable efforts to provide replacement equipment as soon as possible, and will not purposely avoid replacing equipment to limit telework by any employee with an approved agreement.
- (2) Employees will not be required to purchase or obtain any equipment that is not required by the policy to telework. (e.g. fax machine, copier, scanner).

- (3) The Union may make requests to the Agency Head or Designee in accordance with 41 CFR 102-36.30 in order to obtain equipment for bargaining unit employees that is no longer needed for its original purpose.
- (4) In order to support telework to the maximum extent possible, HUD will endeavor to provide laptops to all teleworkers. However, there is nothing that precludes employees from using their own equipment.
- (5) Management agrees that the Department will provide supplies e.g., paper, pens, staples, and/or CD's to teleworkers that are routinely provided to employees in the office.
- (6) Employees may use HUD equipment and software programs while teleworking subject to the HUD Policy/Guidance on "Limited Personal Use" of government office equipment including information technology.
- (7) Employees without an internet connection may be eligible to participate in the telework program as long as the work to be performed at an alternative site would not require HUD internet services.

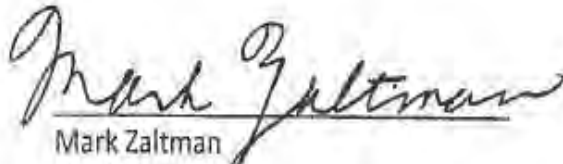
Section 18.13 - Training. A telework frequently asked questions document will be established and updated on the HUD website, which complies with this Article and the Departmental policy. Within 90 days of the effective date of this Agreement, the parties shall prepare and present telework contract interpretation training to all employees. The training will also jointly create the frequently asked questions that will be updated and maintained by management.

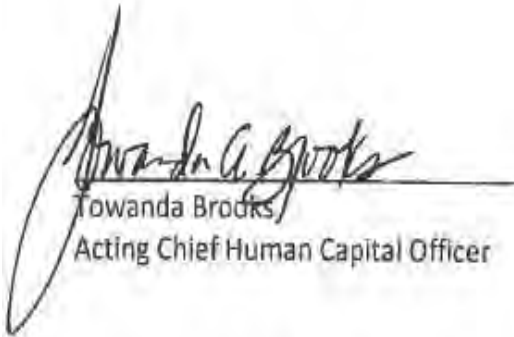
Section 18.14 - Union Representatives. Union representatives that are authorized official time may use official time while teleworking subject to the same approval and recording procedures.


Section 18.15 - Reasonable Accommodation. Work at home approved as a reasonable accommodation under the provisions of Article 45 is governed by reasonable accommodation provisions not necessarily the provision of the telework policy or this agreement.

APPROVAL OF AGREEMENT

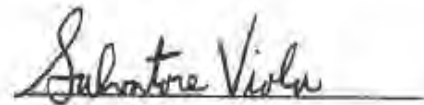
MANAGEMENT

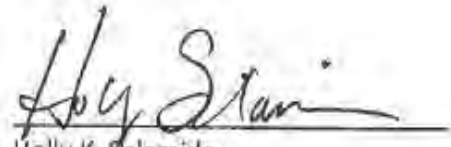

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Chief Negotiator


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National Council 222
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Holly K. Salamido
President, National Council 222
of HUD Locals

Date Signed: July 23, 2015

**NATIONAL SUPPLEMENT 33
BETWEEN
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222**

SUBJECT: Implementation of the Department of Housing and Urban Development's (HUD's) proposed Flexiplace Policy, dated January 10, 2022.

SCOPE: This Supplemental Agreement addresses the implementation of those portions of HUD's proposed Flexiplace Policy, dated January 10, 2022, that apply to remote and mobile work. Any part of the Flexiplace Policy that addresses telework is covered by Article 18. Separate Supplemental Agreements address modifications to Article 18, Telework, and Article 57, Space Management, that relate to the expansion of telework and adoption of remote work. Although this agreement mentions demonstration of a new Electronic Flexiplace System (EFS) for processing Flexiplace requests, including for telework, the implementation of the EFS system is not covered by this Supplemental Agreement and will be addressed in a separate agreement except where otherwise stipulated in this agreement.

I. Introduction

1. Flexiplace Advantages. The Parties recognize that many HUD employees have worked successfully since March 2020 under maximum telework arrangements due to the COVID-19 pandemic. The Parties agree that establishing policies that offer greater latitude may provide for expanded flexibility for employees and offer both HUD and employees an opportunity to reduce expenses.
2. CBA Precedence. The Parties agree that HUD's new Flexiplace Policy does not supersede any provisions of the HUD-AFGE Collective Bargaining Agreement (CBA) unless explicitly stated in this Supplemental Agreement. The Parties have agreed in separate Supplements to expand specific provisions of CBA Articles 18 and 57 that would otherwise be covered by the current CBA. The Union is not waiving its statutory rights under the Federal Service Labor-Management Relations Statute (Statute). If there is any conflict between the new proposed Flexiplace Policy and the provisions of this Supplemental Agreement, the terms of this Supplemental Agreement will govern.
3. Rights. The Parties agree that the implementation of this Supplemental Agreement shall not diminish or waive any rights that the Parties have under the CBA, law, government-wide rule or regulation, or agency policies that exist as of the date of this agreement.
4. Continuation of Terms. If this Supplemental Agreement is extinguished by issuance of a new collective bargaining agreement, the Parties agree the terms of this agreement that are mandatory subjects of bargaining will continue, subject to the new collective bargaining agreement, to the extent necessary until lawfully changed.

5. Existing CBA Provisions. The covered-by provisions of the 2015 HUD-AFGE CBA related to time and attendance, overtime, leave, and alternative work schedules are unchanged for any employee participating in a Flexiplace arrangement, including remote work and mobile work as well as telework unless otherwise agreed upon in this supplement. Performance standards and performance management policies and procedures for bargaining unit employees participating in the Flexiplace Policy shall comply with Article 30 of the HUD-AFGE Agreement.
6. Definitions. The terms used in this Agreement shall have the definitions provided by the January 10, 2022, Flexiplace Policy, unless a different definition is given below.
 - a. Mobile Work: Work characterized by routine and regular travel to conduct work at customer or other varying worksites as opposed to a single authorized alternative worksite.
 - b. Official worksite shall have the definition in Office of Personnel Management (OPM) regulations at 5 CFR § 531.602 and 5 CFR § 531.605. Official duty station is synonymous and interchangeable with official worksite.
 - c. Remote work is a type of alternative work arrangement by which an employee, under a written remote work agreement, is scheduled to perform work at an alternative worksite within or outside the local commuting area (as defined below) and is not expected to regularly report to an agency worksite at least twice a pay period on a regular and recurring basis. There are two (2) types of remote work:
 - i. Remote work – Near HUD Office: Work performed at an alternative worksite within a 50-mile radius of a HUD office.
 - ii. Remote work – Outside Commuting Area: Work performed at an alternative worksite outside of a 50-mile radius of a HUD office. New positions that are advertised as remote positions could be duty stationed either anywhere within a specified geographic area or anywhere in the United States, outside the local commuting area of a HUD office, as determined by Management. Existing employees may also qualify for Remote Work outside of the local commuting area of a HUD office.
 - d. Management Official: For purposes of implementation of the Flexiplace Policy, wherever a Management official is referenced the intent is that the Management official or their designee shall serve in the specific capacity described.
 - e. Outstationed Workers: Employees who are assigned to an agency office in one location but who physically report to an agency office in a different locality. Outstationed employees may be approved for telework or remote work.

7. Dependent Care Schedule Flexibility. Employees must ensure that appropriate dependent care (i.e., children, elders, and/or loved ones) is obtained and utilized during work hours while participating in the Remote Work program. While the presence of dependents in the household is not an absolute bar for employees working at an alternate worksite, employees must not engage in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, employees must be careful to keep interruptions to a minimum to avoid disruptions in performing and accomplishing work. In lieu of requesting leave for interruptions that are not brief, the employee may request to extend their workday to make up for the missed duty time by the corresponding amount of time used with notification to the supervisor, as long as extending the workday does not incur any overtime liabilities for the Department. The employee is responsible for notifying the supervisor when such an interruption exists which briefly extends their workday. In the event the level of care needed for a dependent prevents or significantly disrupts the performance or accomplishment of work for an extended period of time, employees shall notify their supervisors as soon as possible about the work interruption and request approval for appropriate leave or use of earned compensatory time or credit hours while performing dependent care responsibilities.

II. Policy Implementation

8. Policy Compliance with Negotiated Agreements. Management will notify AFGE Bargaining Unit Employees and their supervisors of the existence of this Supplemental Agreement and provide them with a copy of this Agreement attached to the online Departmental Flexiplace Policy. Management shall include a notice next to or below any links to the online Departmental Flexiplace Policy and in any emails circulating copies of the Flexiplace Policy stating that, for AFGE bargaining unit employees, this Supplement governs if there is any conflict between the Flexiplace Policy and this Supplement.
9. Policy Compliance with OPM Guidance. The Department's Flexiplace Policy shall comply with U.S. Office of Personnel Management's (OPM) weather and safety leave regulations at 5 CFR § 630, Subpart P. Weather and safety leave may be granted for emergency weather situations, such as storm preparation when there are severe storms approaching (e.g., hurricanes and tropical storms).
10. Flexiplace Participants Treated Same as Other Employees. Similar to 5 U.S.C. § 6503(a)(3), Management shall ensure that all participants in Flexiplace programs shall be treated the same as non-participating (in-office) employees for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees, work requirements or other acts involving managerial discretion.
11. Notice to Employees. The Department will notify all bargaining unit employees by email of both the new Departmental Flexiplace Policy and this Supplement within 30 days of signing this Supplement. Management will post both the Flexiplace Policy and the Supplement on the Department's intranet (HUD@Work) at the time of issuance.

12. Electronic Flexiplace System (EFS). Management shall provide the Union with appropriate Article 49 notices and fulfill all bargaining obligations under the CBA before implementation of the new Electronic Flexiplace System (EFS) and DocuSign. Notice and bargaining shall include any new forms or systems that were not previously used and that Management plans to implement as part of its new Flexiplace Policy and/or the EFS, such as the proposed Flexiplace Application, Flexiplace Agreement, Self-Certification, and DocuSign. Management shall provide the Union with training on use of the EFS before negotiations commence. The Parties agree to the use of electronic signatures for all current telework forms and electronic storage of those forms. The Flexiplace options (telework, remote, mobile work) will be added to current telework forms. The Parties agree that employees will enter their approved Flexiplace agreements in the electronic systems once the Parties fulfill their required bargaining obligations on the new systems. The employees' Flexiplace agreements will not be subject to reapproval before entry.
13. Prompt Implementation of Flexiplace. Management shall not delay implementation of the Flexiplace program due to any lack of functionality of the EFS. If the EFS is not functional at the time this agreement is signed or upon termination of the current Maximum Telework status, whichever is later, Management shall make all necessary forms available to employees in paper/digital copies and shall accept submission of and process paper/emailed requests to participate in remote work until the EFS is functional.
14. Eligibility. All HUD positions and employees should normally be eligible to participate in a Flexiplace arrangement in accordance with Agency Policy, applicable regulations, and the CBA. HUD shall include eligibility information in all position vacancy announcements. The Parties agree that Flexiplace eligibility is based on objective, equitable guidelines, function-based criteria, and shall not be arbitrary and capricious. HUD shall notify current employees of their eligibility status upon their application for a Flexiplace arrangement. If an employee is determined to be ineligible, Management shall, at the time the determination is made, provide the employee in writing with the reason(s) for ineligibility.
15. Determination of Remote and Mobile Work Positions. Remote and mobile work determinations for a position may be made at the time of position classification, and/or posted in a vacancy announcement. Additionally, remote work may be requested by an employee.
16. Adjustment of Duties. Management may consider adjustment of employee duties to allow for participation in remote work.
17. Designation of Official Duty Station for Locality Pay.
 - a. In accordance with 5 CFR § 531.605(d)(1), employees who are scheduled to report to the agency worksite at least twice per pay period shall have the agency worksite designated as their official duty station.
 - b. Remote workers who do not regularly report to an agency worksite at least twice a pay period shall have their alternative worksite (e.g., home) as their official duty station.

18. Withholding of State and Local Taxes. It is the responsibility of the employee to make state designations for employment taxes. Management will process the employee's elections in accordance with Department of Treasury requirements.
19. Training. Management shall provide reasonable accommodation(s) to allow employees with disabilities to participate in Flexiplace training. Employees who have previously taken the required telework training on hud.gov or telework.gov and who have a copy of their completion certificates will not be required to retake the training. Employees who have taken the training and have been teleworking prior to the execution of this Supplement but do not have a training certificate will be asked to attest that they have previously taken the training and will not be required to retake the training barring extenuating circumstances.
20. No Recurring Assessments. Once an employee has been approved to participate in a Flexiplace program, the supervisor shall not subject the employee to repeated reviews of the employee's home or telework/remote work environment, absent extenuating circumstances.

III. Remote Work Requests

21. Initiation of Remote Work Arrangement. Remote work arrangements may be initiated by an employee requesting to work remotely or by the agency posting a position announcement as one that will be performed remotely.
22. Remote Arrangements Not Required for Current Employees. No current employees shall be required to agree to a remote work arrangement if they were not explicitly hired as remote workers.
23. Submission of Flexiplace Applications. Employees may submit Flexiplace applications at any time and may request modification of any Flexiplace arrangement at any time.
24. No Recurring Applications. Once a bargaining unit employee has been approved to participate in a Flexiplace arrangement, Management shall not require an employee to reapply or to sign a new agreement in order to continue with the same approved arrangement. Existing Flexiplace participants will be required to enter their approved agreement information in the EFS system once implemented.
25. Requests Made Through Supervisor. Employees shall make requests for remote work through their immediate supervisor (or designee or other Management official). Requests made through the EFS shall be directed to the employee's immediate supervisor (or designee or other Management official). The approving official for remote work arrangements (approval, modification, or termination) is the lowest level Management official designated by the Assistant Secretary (or equivalent) for the program office, following coordination with the program office Funds Control/Budget Officer.

26. Incomplete Applications. Management shall notify employees of an incomplete Flexiplace application within two business days, barring extenuating circumstances.
27. Supervisory Approval. A bargaining unit employee's approved Flexiplace application shall be submitted by the supervisor or Management to the Program Office's Flexiplace Coordinator within two workdays of approval.
28. Approval/Denial Responses. Management shall approve or disapprove the employee's participation in the Flexiplace program in writing, within fifteen (15) business days upon receipt of a complete application, unless extenuating circumstances preclude processing within this time period.
29. Telework Pending Approval of Remote Work Request. Management shall consider permitting an employee who requests a remote work arrangement and is not currently teleworking to telework pending the final decision on the remote work application.
30. Handling of PII. Employees handling personally identifiable information (PII) or other sensitive information, barring national security classified information, are eligible to participate in remote work arrangements subject to Management approval. When addressing disclosure of PII, Management will take into consideration any factors beyond the employee's control.
31. Office Coverage. The Parties agree that when office coverage becomes a consideration in determining employees' eligibility to participate in remote work or telework, to the maximum extent practicable, Management will consider using existing technology, such as call forwarding or recorded messages with alternative contact information, to provide telephone coverage when employees telework or work remotely. Management may approve face-to-face video meetings instead of in-person interactions for situations other than supporting walk-in external customers or internal or external customers who require in-person support.
32. Locality Pay Information. The Department shall inform employees of the locality pay implications and effects (i.e., possible significant pay cuts) if they do not report to a HUD office at least two days per pay period and do not reside in a county within the HUD office's established locality pay area as determined in 5 CFR § 531.603. Upon request, information regarding the employee's individual circumstance will be provided to the employee. Employees shall have the option of withdrawing their remote work request.
33. Expenses. To the extent practicable, HUD shall consider certain costs to the agency, such as occasional local travel or occasional shipping of required equipment or files, to be de minimis for Flexiplace workers and not a reason to deny/terminate a Flexiplace arrangement. The Parties agree that bargaining unit employees must comply with the Federal Records Act, the Freedom of Information Act (FOIA), the terms of litigation holds, discovery in litigation, and any requests for records by the Office of Inspector General.

IV. Denials of Flexiplace Requests, Termination or Modification of Flexiplace Arrangements, and Appeals

34. Basis for Denial, Modification, or Termination of Remote Work Arrangement. Any decision by Management to deny, modify, or terminate a remote work arrangement must be based on business needs, misconduct, or performance, not arbitrary or capricious reasons. Management shall provide the denial/modification/termination and the reason for the action in writing. Management shall not terminate, modify, or deny a remote work arrangement as a form of punishment or managerial personal preference.
35. Initial Appeal of Denial. An employee whose remote work request is disapproved initially has the right to appeal the decision within fifteen (15) calendar days to the next higher Management official above the deciding official within the employee's chain of command. If the appeal for remote or telework is denied, Management must notify the employee of their decision and provide the employee written justification for the denial within twenty-one (21) calendar days of receipt of the appeal.
36. Prior Notice. Barring extenuating circumstances, employees who are initially hired under remote work arrangements shall not be subject to having those remote work arrangements terminated unless the employee was informed, prior to accepting the job offer, that the remote work arrangement is subject to termination by the agency due to performance or business needs.
37. Termination or Modification of Remote Work Arrangements due to Performance. Supervisors may terminate remote work for performance-related reasons. Supervisors are strongly encouraged to consider warnings, modifications, and temporary suspensions of remote work before terminating an agreement. If an employee is terminated from remote work, they may reapply at any time.
38. Election of Grievance Process, EEO Complaint, or Appeal. Employees have the right to choose to grieve the denial or termination of their Flexiplace arrangement through any one of the following processes: the negotiated grievance process (within 45 days), file an EEO complaint, or appeal the action through the Employee Flexiplace System or directly to the supervisor (within 15 days). An employee is not required to appeal through the Employee Flexiplace System or directly to the supervisor prior to filing a grievance, EEO complaint or other statutory appeals procedure complaint.
39. Discussion with Union. By mutual agreement of the supervisor and the employee, an employee may discuss the denial or termination notice with the supervisor and have a union representative attend and participate in this discussion.
40. Notice of Termination of Remote Work Arrangement. If an employee's remote work is being terminated, supervisors will give written notification of at least two weeks to the affected employee before the termination date, unless emergency conditions exist, which may necessitate expedited termination. However, nothing in this provision overrides the provisions of Article 28 of the HUD-AFGE Agreement. A remote worker given a directed reassignment to a HUD office

official duty station beyond 50 miles from their residence or alternative worksite shall be given at least 60 days to relocate, if required, unless renegotiated with the Union in accordance with Article 28, Section 28.05 of the HUD-AFGE Agreement.

41. Notice to Union. Any Management-initiated decision to terminate or modify a remote work arrangement for longer than one pay period requires notice to the Union.
42. Relocation Costs. When a remote work arrangement was initiated at the employee's request or Management terminates the remote work arrangement due to a decline in the employee's performance or an occurrence of misconduct, the employee will be responsible for covering their own costs to relocate to an agency duty station and will not seek relocation costs from HUD. Any employee relocation costs arising from supervisor-initiated remote work changes or terminations that result in a change to a different geographic area (e.g., changing from one HUD regional office to another) for reasons other than performance or misconduct will be paid by HUD in accordance with the GSA Federal Travel Regulations. Such arrangements must be coordinated with the Program Office's funds control/budget officer in advance of a determination that may create an entitlement to relocation costs.
43. Employee Decision to Terminate Flexiplace Arrangement. Employees may terminate participation in the Flexiplace program at any time, for any reason. Employees shall provide the termination notice to their supervisor in writing and state the effective date of the termination. Employees do not need to provide a reason. Employees who choose to terminate their participation in remote work may need to participate in desk sharing, hot desking, or hoteling temporarily until such time as sufficient workspace becomes available.

V. Implementation of a Remote Work or other Flexiplace Arrangement

44. Impact on Work Group. To the extent possible, bargaining unit employees should avoid any negative impact of Flexiplace arrangements on other members of the work group (e.g., normally, others in the office should not have to perform the duties assigned to someone else working remotely).
45. Perceived Performance. Employees' performance working remotely, teleworking or in the office shall be addressed in accordance with the provisions of Article 30.
46. Self-Certification of Time Worked. Employees who work remotely or telework, like employees who report to agency worksites, will self-validate their time using the current Departmental automated time-keeping system in accordance with the provisions in the Parties' Collective Bargaining Agreement.
 - a. In accordance with the Office of Personnel Management (OPM) guidance, remote working employees continue to be eligible for all Alternative Work Schedules, subject to Management approval. Remote workers will be treated the same as all other employees with regard to work reporting requirements. There will be no sign in or out.

- b. Microsoft Teams or its successor will not be used for time-keeping purposes.
- 47. Telephone Numbers. Remote workers will provide a telephone number where they may be reached by the supervisor and or, other Management officials. Management shall not require employees with a Flexiplace arrangement to provide a personal telephone number to HUD clients, or the public, in accordance with the Privacy Act.
 - a. Management shall not disseminate or publish employees' personal phone numbers or other personal information.
 - b. If an employee does not choose to share a personal telephone number, then HUD clients, and the public shall communicate with the employee by Microsoft Teams or other successor communications equipment/software, HUD-furnished cell phone, call-forwarding from a HUD telephone number if available and the employee chooses, voicemail retrieval and/or email.
 - c. If an employee uses a personal telephone to make outgoing work calls, the employee is permitted to block the personal phone number from appearing in Caller ID.
- 48. Supervisors' Contact Information. Supervisors will establish methods of communicating with their employees and ensure that all employees participating in the remote work program have alternative means of contacting the supervisor in the event that email is not available (due to HUD system failures, weather, or other conditions).
- 49. Video Conferencing. Management may request that bargaining unit employees turn on the video camera in Microsoft Teams or successor communications equipment/software to support interaction in training, collaboration, and customer engagement. Management will provide training to employees on applying background effects to maximize employee privacy. All HUD workers will be treated the same for these requirements.
- 50. Contact Outside Duty Hours. Supervisors and managers shall not contact employees by phone (text or voice call) outside of known duty hours barring emergency situations. Emergency, as defined in Article 2 of the Parties' Collective Bargaining Agreement, includes situations that cause substantial disruption, damage and destruction to properties and services; it is distinct from an urgent situation that can be resolved promptly during business hours. Employees on Flexiplace arrangements are not obligated to respond to emails received outside of duty hours until the employee's next business day at the earliest barring known emergency situations. Written Flexiplace agreements may not require employees to respond outside of duty hours to emails, text messages, voicemail, or other means of contact.
- 51. Use of Microsoft Teams. Employees may be required to use business communications platform software, such as Microsoft Teams, or a successor system(s), to attend meetings with supervisors, co-workers, or HUD customers.

Although bargaining-unit employees should remain logged-in to Microsoft Teams throughout the workday, they are not required to show their Teams status.

52. Loss of and Damage to Privately Owned Property. A bargaining unit employee has the right to file a claim against the government for loss, theft, or damage of privately owned property officially approved by Management in accordance with HUD Administrative Services Policy Handbook 2200.01, Chapter 9: Personal Property Management, Section 1, No. 6.C., the Federal Tort Claims Act (24 CFR Part 17, Subpart A), and the Military Personnel and Civilian Employees Claims Act of 1964 (24 CFR, Part 17, Subpart B).
53. Early Dismissal for Goodwill. Early dismissals at the employee's official HUD worksite when the Agency announces early release for holidays and special events, shall be granted to Flexiplace workers to the same extent as granted to those employees reporting in person to the official HUD worksite.

VI. Temporary Modifications to Flexiplace Arrangements

54. Employee-Requested Modifications. Employees may request temporary modifications of their remote work locations, including both working at an agency office or working in a different geographic location. If the request involves a change not to exceed two pay periods, the request must be submitted in writing to the supervisor and approved or denied in writing by the supervisor. Any change that extends beyond two pay periods requires a written request to the supervisor, written approval from the Assistant Secretary or designee and may require a change in the duty station. HUD employees are not authorized to perform work outside of the United States under the Flexiplace program. The only exception is on the rare occasion that an employee is approved by both HUD and the Department of State as a sponsored Domestic Employee Teleworking Overseas (DETO) or subsequent Department of State policy regarding sponsored DETOs.
 - a. Employees approved for remote work may request a temporary change in their Flexiplace arrangement (e.g., reporting to the office on a regular basis) to temporarily support an assignment that can be performed more effectively at the agency worksite. Upon completion of this status or project, the employee will return to their remote work status.
 - b. The temporary changes outlined above shall not affect the employee's bargaining unit status. Employees may report to the HUD office nearest to where they are located, providing there is space available. Locality pay will be determined in accordance with 5 CFR Part 531.
 - c. Requests that increase an employee's presence at an agency's worksite will be subject to space availability, and may require the employee to hot desk, share a desk, or hotel (reserve space).
55. Return to Permanent Arrangement. Employees whose requests for temporary changes to their Flexiplace arrangements are approved shall not be required to reapply for their permanent arrangement at the conclusion of the temporary change.

- 56. Limits on Change Requests. An employee may request modifications to their work location at any time. If an employee is requesting to report to a HUD office location, employees may need to participate in shared space arrangements (e.g., hoteling and/or hotdesking) temporarily until sufficient workspace becomes available.
- 57. Travel to Agency Worksite. When remote or mobile workers need to go to an agency worksite either due to management direction, failure of provided equipment (e.g., a laptop), or to obtain or deliver required materials, Management shall provide the employees with travel orders arrangements, in accordance with the requirements of the most current federal travel regulations (e.g., if the official duty station is outside the 50-miles radius). All travel, including local travel, requires advance supervisory approval in writing.
- 58. Hold Harmless. Because remote workers are employed with the understanding that they are not required to report to the agency worksite on a regular and recurring basis, they shall not be subject to disciplinary action when they are not able to comply with requests to report to the agency or other designated worksite within one (1) day notice for factors beyond their control; this includes not being subject to termination of the remote work arrangement based on that reason.

VII. Reimbursements

- 59. Supplies. Management agrees that the Department will provide supplies e.g., paper, pens, staples and/or file folders, to remote workers that are routinely provided to employees in the office.
- 60. Shipping. Remote or mobile workers shall not be responsible for Agency shipping supplies, shipping and handling costs, and safe delivery of any equipment or materials shipped through a third party.

VIII. Reasonable Accommodations

- 61. Employees with previously approved reasonable accommodations for full-time telework/work-at-home are not required to reapply for the Flexiplace Policy nor submit new Flexiplace applications/agreements.

Effective Date: This supplement shall become effective upon signature of the Parties.

FOR MANAGEMENT:

D. Hankinson
D'andra Hankinson, Chief Negotiator

Lori Michalski, Team Member

FOR AFGE:

Salvatore Viola
Sal Viola, President, AFGE Council 222

Jerry Gross
Jerry Gross, Co-Chief-Negotiator

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Ricardo Miranda

Ricardo Miranda, Co-Chief Negotiator

Kimberly Horton, Team Member

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Sajid Shahrir, Team Member

Crystal Bland, Team Member

**NATIONAL SUPPLEMENT 34
BETWEEN
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222**

SUBJECT: Amendments to Article 18, Telework, in the 2015 AFGE-HUD Collective Bargaining Agreement

SCOPE: This Supplemental Agreement modifies the current Telework Article due to the Department's implementation of a broader Flexiplace policy, which includes remote work and mobile work. The Department and Council 222 reached agreement on Supplement 33, Flexiplace Policy. This Supplement does not waive any rights of the Parties and modifies only those specific provisions of Article 18 mentioned below.

1. Limitations. The Parties agree that no provision of Article 18 other than those specifically identified below are modified by this Supplement.
2. Precedence. The Parties agree that HUD's new Flexiplace Policy does not supersede any provisions of the HUD-AFGE Collective Bargaining Agreement (CBA) unless explicitly stated in this Supplemental Agreement. If there is any conflict between the new proposed Flexiplace Policy and the provisions of this Supplemental Agreement, the terms of this Supplement will govern. If there is any conflict between the new proposed Flexiplace Policy and provisions of the CBA that are not modified under this Supplement, the terms of the CBA will govern.
3. Section 18.01, General. The Parties agree to replace Section 18.01 in its entirety with the following language:

Section 18.01, General.

- (1) Definitions. For the purpose of this article, telework shall be defined as in 5 U.S.C. § 6501: "a work flexibility arrangement under which an employee performs the duties and responsibilities of [the] employee's position . . . from an approved worksite other than the location from which the employee would otherwise work." Telework is simply a way of getting work done from a different location.
 - a. Regular and recurring shall mean a schedule in which at least two specified days each pay period are planned to be at a stated worksite (e.g., a HUD office, home, or other approved alternative worksite) as a matter of routine.
 - b. Routine telework is telework that occurs as part of an ongoing regular and recurring schedule with the telework day or days specified in a written telework agreement between the employee and employee's supervisor.
 - c. Situational telework is telework that is approved on a case-by-case basis and the hours or days teleworked are not part of an ongoing, and

regular telework schedule. Permission for an employee to participate in situational telework must be specified in an existing written telework agreement between the employee and employee's supervisor unless an agreement is already in place for regular and routine telework.

- (2) Departmental Policy. In accordance with § 359 of Public Law 106-346, HUD's Flexiplace Policy dated January 10, 2022, provides the telework policy for the Department of Housing and Urban Development. Under these provisions the Department encourages the implementation of telework to the maximum extent possible. No individual office or program area is authorized to establish a telework policy or modify or amend the HUD Flexiplace Policy dated January 10, 2022, without the written approval of the Chief Human Capital Officer and/or the fulfillment of bargaining obligations with HUD AFGE Council 222. If Management makes any changes to the HUD Flexiplace Policy dated January 10, 2022, either before or upon implementing it as a numbered handbook, those changes shall be subject to notice and bargaining obligations under the CBA.

4. Section 18.03, Roles and Responsibilities. The Parties agree to add the following as Section 18.03(2)(d):

- (d) Employees must ensure that appropriate dependent care (i.e., children, elders, and/or loved ones) is obtained and utilized during work hours while participating in the telework program. While the presence of dependents in the household is not an absolute bar for employees working at an alternate worksite, employees must not engage in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, employees must be careful to keep interruptions to a minimum to avoid disruptions in performing and accomplishing work. In lieu of requesting leave for interruptions that are not brief, the employee may request to extend their workday to make up for the missed duty time by the corresponding amount of time used with notification to the supervisor, as long as extending the workday does not incur any overtime liabilities for the Department. The employee is responsible for notifying the supervisor when such an interruption exists which briefly extends their workday. In the event the level of care needed for a dependent prevents or significantly disrupts performing or accomplishing work, employees shall notify their supervisors as soon as possible about the situation preventing the teleworker from continuing work. Employees shall then request approval for appropriate leave or use of earned compensatory time or credit hours while performing dependent care responsibilities.

5. Section 18.04, Application Requirements and Process. The Parties agree to replace Section 18.04 in its entirety with the following language:

Section 18.04, Application Requirements and Process.

- (1) Employees on a five (5) day per week schedule may telework up to four (4) days per week. Employees on compressed work schedules may telework up to three (3) days per week during a compressed week. Teleworking employees are required to report to the office at least twice a pay period.

- (2) Once an agreement is approved, employees may begin teleworking upon mutual agreement between the employee and their immediate supervisor.
 - (3) Employees who are denied telework or whose request is modified by the supervisor may select either the appeal process in HUD Flexiplace Policy dated January 10, 2022, -or- the grievance procedures outlined in Article 51 of the Collective Bargaining Agreement.
 - (4) Telework agreements are not required to be renewed once they have been approved. They remain in place until either party decides to modify or terminate the agreement. The telework agreement in place at the time of the implementation of this agreement will remain in effect unless the employee is no longer eligible for telework. If the employee requests a change based on the provisions of this supplement, a new agreement will be prepared. The self-certification safety checklist and IT approval form are not required to be resubmitted unless there are substantial changes in the teleworking situation.
 - (5) Employees will be required to enter current agreements and new applications in the Electronic Flexiplace System (EFS) once it is available for use.
 - (6) Employees may apply for telework at any time.
 - (7) Employees who chose not to participate in the program will not be penalized.
 - (8) Modifications to the telework agreement do not require a new Rules of Behavior for Remote Access User Agreement (HUD-22018); Telework Self-Certification Safety Checklist (HUD-25229) or IDT/HQOTC concurrence.
 - (9) Communication levels and the methods of communication between employees and supervisors are expected to remain the same whether an employee is working in the office or teleworking. The communication requirements of the manager will be discussed with employee and identified in the telework application and agreement. Teleworkers will provide a telephone number where they may be reached by the supervisor and or, other Management officials.
 - (10) Management agrees not to disseminate or require an employee to publish personal information such as home or cell phone numbers.
 - (11) Management agrees that the remote work site is not a governmental facility and that employees have the freedom to safeguard, insure and maintain the privacy of their home work place.
6. Section 18.06, Modification of Telework Agreements. The Parties agree to replace Section 18.06(2) with the following language:
- (2) The Parties recognize that an employee's telework schedule constitutes an agreement between employee and supervisor, and that changes to the schedule may affect the method, timing, and cost of commuting as well as the scheduling and cost of dependent care. If a supervisor requires a temporary modification to the telework arrangement based on the needs of the office,

the supervisor shall give the employee reasonable advance notice and shall provide as much notice as possible; under normal circumstances such as when information is available in advance (e.g., when scheduling training), this shall be no less than one full pay period. The employee may engage in discussions with the supervisor to achieve a mutually agreeable resolution if there is any conflict about the proposed temporary modification.

Effective Date: This supplement shall become effective upon signature of the Parties.

FOR MANAGEMENT:

D. Hankinson

D'andra Hankinson, Chief Negotiator

Lori Michalski, Team Member

JAMES FOX

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SUPPLEMENT 2022-01

SUPPLEMENT ON FLEXIPLACE PROGRAM (WORK FLEXIBILITY ARRANGEMENTS) 2022

This Supplement is the Agreement between NFFE Locals 1450, 1804 and 259 (“Locals”) and the United States Department of Housing and Urban Development (“HUD” or “Department”)

SECTION 1: GENERAL.

The parties recognize that many HUD employees have worked successfully under maximum telework arrangements since March 2020 due to the COVID-19 pandemic. In many instances, the productivity of HUD has increased. The parties agree that work flexibility policies that encourage remote work, expanded telework, mobile work, and flexible work hours, offer both HUD and employees an opportunity to reduce expenses and improve or continue productivity gains while significantly increasing employee satisfaction. Capturing and enhancing the work flexibility arrangements that resulted in HUD’s response to the challenges of the COVID-19 pandemic is a benefit to HUD and its employees.

Tools, such as video conferencing, e-mail, easy access to information via the internet, teleconferencing, paperless work processes, and other innovations, all of which were available before the pandemic or were innovatively made available during the pandemic enabled employees, including supervisors and managers, to perform their duties remotely.

The Department encourages and fully supports the use of work flexibilities and management’s efforts to utilize this flexibility tool in a way that enhances the work of the Department and the work/ life of its employees.

Work flexibility arrangements can serve multiple purposes and can have multiple benefits for both the Department and employees when implemented effectively. Flexible work arrangements are of particular interest for their benefits in the following areas:

- Recruiting and retaining the best possible workforce – particularly workers who have high expectations of a technologically forward-thinking workplace and any worker who values work/life balance;
- Helping employees manage long commutes and other work/life issues that, if not addressed, can have a negative impact on their effectiveness or lead to employees leaving the Department;
- Reducing traffic congestion, emissions, and infrastructure impact in urban areas, thereby improving the environment;
- Ensuring continuity of essential functions in the event of national or local emergencies;
and

- Helping the Department achieve cost savings with real estate footprint reductions.

Flexiplace arrangements are not an employee entitlement, but they should not be used as an arbitrary management tool, a disincentive, or an incentive. However, the Department supports the use of Flexiplace arrangements and management's efforts to utilize this flexibility tool in a way that enhances the work of the Department and the work/life of its employees. OPM states that agencies should leverage their experiences with expanded telework during the pandemic to integrate telework programs into strategic workforce plans. As such, the performance of Flexiplace participants will be evaluated consistent with the applicable HUD performance management system, such that Flexiplace participants are treated the same as non-participants regarding performance management. Telework eligibility should be based on the requirements outlined in this supplement, and not the personal or managerial preference of individual managers.

Work flexibility arrangements and matters related to work flexibility arrangements are being bargained in this supplement pursuant to 5 USC § 7101 et seq. (Federal Service Labor-Management Relations Statute "Labor Relations Statute") and Executive Order 14003, January 22, 2021. Management will issue notice to the Union and an opportunity to bargain subsequent negotiable changes to work flexibility arrangements and matters related to work flexibility arrangements pursuant to 5 USC § 7101 et seq. (Federal Service Labor-Management Relations Statute "Labor Relations Statute") and Executive Order 14003, January 22, 2021, while in effect.

HUD's Flexiplace Policy, draft dated January 10, 2022 ("Flexiplace Policy"), describes multiple work flexibility arrangements, provisions or policies which may not have been addressed in or differ from HUD's Telework Handbook, 625.1, as well as other related issuances, including but not limited to remote work, mobile work, time, attendance and pay, and others. HUD's Flexiplace Policy, where not otherwise superseded in this Supplement, provides the guidance for telework, remote work and mobile work for NFFE bargaining unit employees. Where the Flexiplace Policy and this Supplement conflict, the Supplement governs. Any changes to matters affecting conditions of employment regarding Flexiplace not addressed in this Supplement that trigger a duty to bargain are reserved for future bargaining.

This Supplement modifies or supersedes certain related provisions in the Locals' respective collective bargaining agreements (CBA").

SECTION 2: DEFINITIONS.

- A. **Telework:** The term 'telework' or 'teleworking' refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved alternative worksite other than the location (official or agency worksite) from which the employee would otherwise work.
- B. **Regular/Routine Telework:** The performance of work from an alternative worksite for an agreed upon portion of a pay period on a regular basis.

In order to be considered regular telework, an employee must be regularly scheduled to work at an alternative worksite for a minimum of one day per pay period. Employees must report to the agency worksite a minimum of 2 days per pay period under this type of telework to preserve locality pay and in accordance with regulation to ensure that employee as well as agency performance are not adversely affected. All telework employees may be approved to work at an alternate worksite up to eight (8) days per pay period under a flexitour schedule or the maximum number of telework days consistent with the requirements of regular/routine telework in this section (Section 2(B)) and this Supplement.

- C. **Situational Telework:** An arrangement where an employee may telework on a case by case or ad hoc basis.

Situational telework may be approved to accommodate work/life balance needs (e.g. medical appointments, parent/teacher conferences, dependent care responsibilities, etc.) when commuting to the official worksite is impractical. Situational telework shall not be a permanent supplement to the regular telework schedule. However, all employees with regular telework schedules may request situational telework days to temporarily extend an employee's regular telework schedule where appropriate. OPM has issued guidance, including examples, where situational telework is appropriate.

Situational telework is an additional and critical workplace flexibility allowing the agency to satisfy its mission, by allowing employees to continue performing their duties instead of taking time off, while enhancing employee satisfaction with the agency.

Situational telework includes, but is not limited to, emergency telework, which includes the following: work away from the agency worksite based on an emergency situation (for example, wildfires; earthquakes; extreme heat; heavy smoke; transportation failures that significantly increase commute time which would otherwise be used productively) or needs such as inclement weather (including heavy fog or rain, flooding, snow, mudslides, Santa Ana winds, etc.), natural disasters, or other needs such as office closure due to office and/or building repairs, an emergency event that affects office operations such as major transportation strikes and protests, riots, etc. (which may or may not be associated with a COOP event Emergency Situation).

- a. In the event of an emergency, an employee with a telework agreement which includes approval for situational telework may request same-day situational telework meeting the criteria of this section, provided that the employee is not scheduled for an on-site activity necessitating the employee's physical presence at the agency worksite. The request to the supervisor shall be provided as soon as practicable, and no later than one hour after the start of the employee's work day. In the circumstance of an emergency, a supervisor may deny situational or unscheduled telework if the employee is not eligible for telework or, if there is an

on-site activity that necessitates the employee's physical presence at the agency worksite.

- b. In the circumstance of an emergency, a response shall be provided to the employee as soon as practicable, normally within one (1) hour of the employee's request.
- c. In the case of an emergency, the employee shall be allowed to request unscheduled leave or may be approved, if appropriate, to use administrative – weather and safety leave in lieu of unscheduled telework.

D. Temporary Situational Telework Arrangements (Retention of Locality Pay):

Supervisors or managers may approve temporary situational telework arrangements at an alternative worksite outside of the employee's locality pay area for a discrete time period. The request should typically not exceed two pay periods, and the request must be submitted in writing via email to the supervisor and approved or denied in writing via email by the supervisor.

Employees needing temporary telework arrangements for extended periods longer than two pay periods should work with their manager or supervisor to determine if their situation may warrant telework as a reasonable accommodation or consider applying for remote work. The temporary situational telework arrangement should generally be used only in cases where: (1) the employee is expected to return to work at the official worksite in the near future; or (2) the employee is expected to resume routine telework in the near future. The intent of this special circumstance is to address certain situations where the employee is temporarily unable to report to the official worksite for reasons beyond the employee's control. Examples of appropriate temporary situational telework arrangements include:

- a. Emergency situations preventing the employee from commuting to the official worksite, such as a severe weather emergency or a pandemic health crisis.
- b. The employee is on personal approved leave, which may include for purposes of caring for a family member, but is available and approved to telework for a temporary period at an alternative worksite.
- c. When an employee is temporarily detailed to work at a location other than the official worksite.
- d. When the employee is in temporary duty travel status away from the official worksite.
- e. When an employee is recovering from an injury or medical condition.
 - i. Allowing an employee to telework in this circumstance allows for the continued accomplishment of Agency work while an employee is

recovering from a medical condition or injury that prevents them from reporting to the office as required in section 2B but does not affect the employee's ability to perform their regular work assignment at an alternative worksite. Medical documentation certified by a licensed physician or other licensed health practitioner justifying the need for this telework must be provided to the supervisor or reasonable accommodation office unless the requirement is waived. This type of telework is a temporary telework arrangement. HUD shall make every effort to review medical telework requests on an expedited basis.

- ii. Employees with medical conditions should contact the reasonable accommodation office to determine if their situation may warrant telework as a reasonable accommodation or may consider applying for remote work.
 - iii. HUD may grant telework, leave or a combination of leave and telework to accommodate the employee and in consultation with the employee.
 - iv. Employees with work compensable injuries will be managed under applicable workers' compensation regulations.
- E. **Teleworker:** An employee who enters into a voluntary arrangement where the employee, under a written telework agreement, performs work at an alternative worksite for an agreed upon period of time.
- F. **Agency worksite** refers to an official Federal agency location where work activities are based, generally considered a centralized location of an employee's assigned organization. The term *regular worksite* is also used to describe agency worksite.
- G. **Alternative worksite:** An approved worksite other than the agency worksite from which the employee performs his/her official duties. For teleworkers, this is the employee's approved telework site, and for remote workers, this is the approved remote site. Alternative worksites may include the employee's residence, or another location where there is connectivity to high-speed internet and there is an office setting conducive to accomplishing work requirements in a safe and secure manner. An employee may have a temporary alternative worksite. Alternative worksites may be approved on an ad hoc basis for all forms of telework.
- H. **Official worksite** is the agency worksite for teleworkers. For a remote worker, the official worksite is the alternative worksite to which the agency and the employee agreed (e.g. the employee's residence). The official worksite is the location of an employee's duty station for pay purposes as documented on an employee's Standard Form 50.
- I. **Desk-Sharing:** An arrangement in which two or more employees share use of a single workspace where each employee has a designated day or time for use of the workspace.

- a. Each employee utilizing desk-sharing shall be provided with a lockable storage space in or adjacent to the shared workstation to keep limited personal items. In circumstances where storage space is not immediately available, Management will provide space as soon as practicable.
- J. **Hoteling:** An arrangement where employees use non-dedicated, non-permanent workspaces assigned for use by reservation on an as-needed basis.
- a. Each employee utilizing hoteling shall be provided with a lockable storage space in or adjacent to the shared workstation to keep limited personal items. In circumstances where storage space is not immediately available, Management will provide space as soon as practicable.
- K. **Hot-Desking:** An arrangement in which employees use non-dedicated, non-permanent workspaces on a first come, first served basis.
- a. Each employee utilizing hot-desking shall be provided with a lockable storage space in or adjacent to the shared workstation to keep limited personal items. In circumstances where storage space is not immediately available, Management will provide space as soon as practicable.
- L. **Work-at-Home:** A work flexibility arrangement that allows an employee to work from home. Generally, this may occur under a reasonable accommodation or other approved agency agreement.
- M. **Hybrid work:** This refers to a temporary arrangement of combining multiple forms of telework, work schedules or both, described in this supplement, MOU or collective bargaining agreement, to provide employee requested flexibilities, upon approval. A hybrid work arrangement must be approved in accordance with this supplement, and generally, is approved by the person's immediate supervisor.
- N. **Remote Work:** Remote work is a type of alternative work arrangement by which an employee, under a written remote work agreement, is scheduled to perform work at an alternative worksite within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite on a regular and recurring basis.
- O. **Mobile Work:** Work characterized by routine and regular travel to conduct work in customer or other varying worksites. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). For the purpose of this Supplement, mobile work is described in 5 CFR § 531.605 and OPM 2021 Guide to Telework and Remote Work in the Federal Government, Official Worksite and Pay, at 31.

- P. **Flexiplace/ Telework Managing Officer.** The Flexiplace/ Telework Managing Officer (“TMO”) oversees telework, remote work and other flexible arrangements, for the Department. In this capacity, the TMO serves as an advisor to the Department leadership including the Chief Human Capital Officer. Additionally, the TMO provides guidance and supervision to ensure the Department’s work flexibility programs are administered in accordance with laws and collective bargaining agreements.
- Q. **Work Day Flexibility:** Flexiplace participants must be careful to keep interruptions to a minimum to avoid disruptions in performing and accomplishing work. In lieu of requesting leave for interruptions that are not brief, the teleworker or remote worker may request to extend their workday to make up for the missed duty time by the corresponding amount of time used, as long it does not incur any overtime liabilities, including suffered or permitted overtime, for the Department. Such requests must be preapproved by the supervisor. In the event the interruption significantly disrupts performing or accomplishing work, employees should notify their supervisors as soon as possible about the situation preventing the teleworker or remote worker from continuing work. Employees should then request approval for appropriate leave.

Section 3: Criteria for Telework Arrangements

- A. All HUD positions and employees may be eligible to participate in a flexible work arrangement as long as they meet the eligibility criteria in this Supplement, which are defined below. Telework is not available to employees where prohibited by the Telework Enhancement Act of 2010. (Eligibility for remote work is outlined below in Section 19.) Requests for telework will be granted or denied in accordance with this Supplement and by law.
- B. Telework Eligibility:
- a. Performance: Although an official record of performance issues does not automatically exclude an employee from telework, a record of performance actions or other corrective action may be considered as it relates to the employee’s ability to successfully work at an alternative worksite.
 - b. Technology: The employee must have appropriate access to secure, reliable internet service that will accommodate remote access to HUD programs at the alternative worksite, if required to perform the duties of the position. On a rare, case-by-case basis, supervisors may approve employees to participate in the Flexiplace Program without secure, reliable internet service as long as their work does not require access to HUD systems.
 - c. Additional Factors for Consideration: Supervisors should consider factors in addition to the basic eligibility criteria when evaluating an employee’s request to participate in telework, but these factors cannot be used to arbitrarily restrict participation. Factors appropriate for consideration include:
 - i. Conduct: Although an official record of misconduct does not automatically exclude an employee from telework, a record of disciplinary or other corrective action may be considered as it relates to the employee’s ability to successfully work at an alternative worksite.

- ii. Attendance: An employee with a documented history of unsubstantiated excessive absences or being charged with Absence without Leave (AWOL) may not be a suitable candidate for telework.
- iii. Office Coverage: The Parties agree that when office coverage becomes a consideration in determining employees' eligibility to participate in remote work or telework, to the maximum extent practicable, without diminishing agency performance, Management will use existing technology, such as call forwarding or recorded messages with alternative contact information, to provide telephone coverage when employees telework or work remotely.
- iv. Supervision: Telework may not be suitable for employees who have not demonstrated the ability to work independently, or for employees in developmental or trainee positions, where on-site supervision is required.
- v. Budget Constraints: Appropriate equipment needed to perform the employee's duties at the alternative worksite may not be available within allocated resources unless the affected employee provides appropriate, personal equipment authorized for use by OCIO or the HITS Help Desk.

d. Position Requirements:

Employees eligible for telework are persons engaged in tasks and work activities that are portable, do not depend on the employee being at the traditional worksite, and are conducive to supervisory oversight at the alternative worksite.

e. Approval, denial and termination decisions must be consistent with the terms of this Supplement and based on business needs, conduct, or performance as reflected by the performance standards, not arbitrary or capricious reasons. Supervisors are strongly encouraged to consider warnings, modifications, and temporary suspensions of telework before terminating an agreement. If an employee is terminated from telework, they may reapply at any time once the issue(s) is resolved. Diminished employee performance while working under a telework agreement may be demonstrated, among other things, by non-portable work which may only be accomplished at the agency worksite.

- 1. Conduct: Employees, whether teleworking or working in the office, are held accountable for their performance and conduct. Employees should remember that workplace policies and performance expectations are the same regardless of the employee's location.

C. Unless otherwise provided for by regulation or policy, commuting costs are the responsibility of the employee.

D. All teleworkers and remote workers shall maintain a current, approved Flexiplace agreement, which shall encompass all Flexiplace arrangements.

- E. Flexible work arrangements include Regular/Routine Telework, Situational Telework, and Remote Work which may be requested by the employee, approved by the supervisor (Assistant Secretary or their designee for remote work), and may be a hybrid of the various identified telework arrangements in accordance with this supplement and as outlined in Section 2M above, in recognition of the agency and employee-centric goals established by OPM and HUD.
- a. An employee whose alternative worksite is outside of the agency worksite locality pay area because of a reorganization or office closure which transferred the employee to the current agency worksite shall be allowed to continue as an employee assigned to the current agency worksite, for the purpose of designating an official worksite, as long as they report to the agency worksite consistent with the terms of this Supplement.
 - b. Teleworkers who need to request additional situational telework on top of their regularly scheduled telework days may request Temporary Situational Telework Arrangements (Retention of Locality Pay) in accordance with Section 2D above, or remote work.
- F. Where an employee's duties require on-site presence on a routine basis such as the handling of secure materials inappropriate for telework, upon the employee's request, the supervisor shall make a good-faith effort to group and schedule the employee's duties in a manner that allows the employee the maximum number of telework days, to the extent practicable. Management may require the use of existing technology, such as call forwarding or recorded messages with alternative contact information, to provide telephone coverage when employees telework or work remotely.
- G. Teleworkers will provide a telephone number where they may be reached by the supervisor and or, other management officials for urgent matters. Management shall make every effort to use TEAMS or HUD email to contact employees during duty hours, unless the employee is unavailable on TEAMS or HUD email or an arrangement is otherwise agreed to between the supervisor and the employee. Management shall not require employees with a Flexiplace arrangement to provide a personal telephone number to HUD clients, or the public, in accordance with the Privacy Act. If an employee does not choose to share a personal telephone number, then HUD clients, and the public shall communicate with the employee by Microsoft Teams or other successor communications equipment/software, call-forwarding from a HUD telephone number if available and the employee chooses, voicemail retrieval and/or email.
- H. **Caregiving, including Dependent and Elder Care:** Telework may be used as a flexibility to help employees balance caregiving responsibilities including dependent or eldercare responsibilities to meet their family obligations and work responsibilities. However, it is not appropriate to use telework if the employee is unable to work due to caregiving responsibilities. Employees must ensure that appropriate dependent care (i.e., children, elders, and/or loved ones) is obtained and utilized during work hours while participating in the Flexiplace program. While the presence of dependents in the

household is not an absolute bar to working at the alternative worksite, employees must not engage in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, employees must be careful to keep interruptions to a minimum to avoid disruptions in work accomplishment. In the event the level of care needed for a dependent prevents or significantly disrupts work performance, employees should notify their supervisors as soon as possible about the situation preventing them from continuing work. Employees should then request approval for appropriate leave while performing dependent care responsibilities, or may request the work day flexibilities outlined in Section 2Q.

- G. **Reasonable Accommodation and Telework (“Work at Home”)**: Telework can be used as a tool to accommodate qualified employees with disabilities under the Agency’s reasonable accommodation process. Employees seeking to telework as a reasonable accommodation should follow the process utilized in the respective collective bargaining agreements. Reasonable Accommodation requests are submitted to the employee’s supervisor or the Agency Reasonable Accommodation office.

SECTION 4: PREREQUISITE TRAINING.

- A. All employees and supervisors/managers must complete Flexiplace training or orientation in accordance with this Supplement and the Flexiplace policy.

SECTION 5: Application and Approval Process

- A. Participation in a telework arrangement, generally, is voluntary under the terms and conditions of this Supplement and applicable collective bargaining agreements. Nonetheless, all employees must have completed telework training to ensure that all employees are telework capable to carry out the mission of HUD in emergencies, e.g. during a pandemic, and other situations requiring work at alternative sites.
- B. All employees with a current approved telework agreement must enter their existing telework agreements into the new Electronic Flexiplace System (EFS). All current, approved telework applications remain in effect pursuant to existing collective bargaining agreements. New applications and modifications to existing telework agreements shall be made and approved or denied through the Electronic Flexiplace System as bargained. Until EFS becomes available, as bargained, employees may submit their Flexiplace request in DocuSign using the Flexiplace Application and Agreement form which is negotiated between the parties and modified from the prior telework form to conform with the terms of this Supplement.
- C. The approving official for routine and all other Telework arrangements is the employee’s immediate supervisor or designee.
- D. After receipt of an application, an acknowledgement that the application has been received, verbal or written, will be provided to the employee within 2 workdays.

Existing teleworkers requesting a modification may remain on their current approved telework status until a final determination is rendered on the submitted application.

- E. The complete telework application shall be reviewed to determine if the employee meets the criteria for telework arrangements pursuant to this Supplement and shall be approved or denied within ten (10) workdays for telework. For current employees applying for remote work during this initial review phase, the approval or denial period shall be ten (10) workdays, barring extenuating circumstances, e.g. supervisor's absence. The approval or denial period for employees applying more than 60 days after the signing of this agreement shall be fifteen (15) workdays for remote work.
- F. The agency shall demonstrate the Electronic Flexiplace System (EFS) or proposed application software for telework/remote work as well as provide any related training documents and provide copies of the proposed telework/remote work application that will be utilized electronically in the EFS and all related documents for review and bargaining prior to implementation.

Section 6: Denial of Flexiplace application

- A. If the telework application is denied, the supervisor must notify the employee of their decision within ten (10) workdays. If the remote work application is being denied, the supervisor must notify current employees being denied remote work during this initial review phase within ten (10) workdays, barring extenuating circumstances, e.g. supervisor's absence. For employees applying for remote work more than 60 days after the signing of this agreement, the supervisor must notify employees of their decision within fifteen (15) workdays. The supervisor shall provide the employee with written justification for the denial on the application form.
 - 1) The explanation will identify the reason for the denial based on the criteria outlined in this Supplement.
 - 2) The collective bargaining agreements encourage informal resolutions to potential grievances. Employees are encouraged to reach out to their supervisors to discuss concerns prior to filing a grievance.
- B. The employee may request a reconsideration of the denial of the telework or remote work request to the next management level above the approving official.
 - a. The employee must request reconsideration within 15 workdays of receipt of denial.
 - b. The request for reconsideration must be submitted to the official deciding the appeal, accompanied by reasons the employee believes are relevant.

- C. The deciding official will render a decision in writing within 20 workdays from the date the employee submits the request for reconsideration.
- D. Employees have the right to choose to grieve the denial or termination of their Flexiplace application through the negotiated grievance process, file an EEO complaint, or appeal the action through reconsideration in the Employee Flexiplace System, within fifteen 15 workdays. The limitations period for filing a grievance shall commence on the day the deciding official, in Paragraph A, immediately above, issues a decision.

SECTION 7: Flexiplace Agreement.

- A. A general Flexiplace agreement is required for all teleworkers and remote workers and constitutes an agreement between the employee and the agency authorizing a flexible work arrangement satisfying the requirements of this Supplement and relevant CBA's.
- B. The Flexiplace agreement for routine teleworkers shall indicate the days on which the employee is working at an alternative worksite and any days the employee may be scheduled to report to the employee's official worksite. An employee not regularly scheduled for telework under a telework agreement may apply for situational telework.
 - a. A temporary change of a work schedule, including alternate work schedule and flexible work schedules as well as telework days may be requested and approved on an ad hoc basis without modifying the approved telework agreement, in accordance with Section 8.

SECTION 8: Modification of a Flexiplace Agreement.

- A. Each manager/supervisor is responsible for evaluating the impact of flexible work arrangements.

Employees may request temporary modifications of their Flexiplace work locations. If the request involves a change not to exceed two pay periods, the request must be submitted in writing via email to the supervisor and approved or denied in writing via email by the supervisor.

- B. An employee may request a modification of a telework or remote work arrangement that will last longer than two pay periods at least fifteen (15) workdays before the desired implementation of the requested change. Approval or denial shall be in accordance with the terms of this Supplement for approving or denial of a telework or remote work request. The same timeframes for an initial Flexiplace application will apply. If an employee is requesting to report to a HUD office location, employees may need to participate in shared space arrangements (e.g. hoteling and/or hotdesking) or be seated in alternate program areas or workstations temporarily until sufficient workspace becomes available that meets the requirements of the Local's CBA and this Supplement. The

parties agree to reserve the implementation of desk-sharing, hoteling, and hot-desking for later bargaining upon demand of either party.

- C. Additional procedures for modification of a remote work arrangement are outlined in Section 19F.
- D. A supervisor may modify a Flexiplace arrangement for reasons outlined in Section 3A and B, or a substantive violation of the terms of the Flexiplace agreement.
 - a. The supervisor shall provide at least one pay period of notice to the employee of the intent to permanently modify the employee's telework arrangement.
 - b. Permanent modifications to a telework arrangement shall be subject to the same criteria for approval or denial of a telework request and shall be subject to the same procedures for approval or denial of telework.
- E. Supervisors may require a teleworker to report to duty at the official or other designated worksite on his/her scheduled telework day(s) where work requires on-site activity and alternative methods cannot achieve the same results. This provision does not permanently modify the employee's telework arrangement.
 - a. The supervisor, by email, shall give the employee at least three workdays advance notice to the extent practicable.
 - b. The supervisor shall offer the employee a choice of the date and time to perform the on-site activity where practicable.
 - c. Reporting to the agency worksite will last no longer than is necessary to complete the on-site activity and the employee may request to commute home on their own time, and complete the workday when returning to the alternate worksite under the provisions of Section 2Q.
 - d. The supervisor may allow the employee to work another day in the same week from an alternate worksite, to the extent practicable, when the employee's duties required a full day on-site.
 - e. Requiring the employee to report to the agency worksite is not a termination or permanent modification of the telework arrangement.
 - f. Under an exigent circumstance, the supervisor may request same day reporting. For same day reporting to the official worksite under this provision, if the request occurs after the tour of duty begins, the commute time to the office is considered as part of the tour of duty.

- i. Management must take into consideration the distance from the alternative worksite and transportation options available to the employee and allow adequate time for the employee to report.
- ii. For teleworkers, any costs incurred reporting to the office, e.g. public transportation, is at the employee's expense as a normal commuting expense unless otherwise provided by law or policy.

Section 9: Termination of Telework Arrangements

- A. Each supervisor is responsible for evaluating if the employee continues to meet the criteria for a telework arrangement, or has become ineligible for telework, pursuant to the Telework Enhancement Act of 2010 and this Supplement.
- B. Prior to termination of the telework arrangement, a supervisor must provide at least one pay period of notice, unless exigent conditions exist, to the employee of the proposed termination and the reasons for the proposed termination, which reasons shall be pursuant to the terms of this Supplement or by statute.
- C. The employee may request an extension of an additional pay period and the supervisor shall grant the requested extension where the termination imposes a hardship upon the employee for medical, child or other caregiving responsibilities, or other reasonable extenuating circumstances justifying the extension of time, unless the employee's continued participation in the telework program is prohibited by the Telework Enhancement Act.
- D. Upon agreement with the employee, the supervisor shall discuss with the employee the reasons for the proposed termination and shall cooperatively attempt to seek an alternative solution.
- E. Employees may terminate participation in the telework arrangement at any time with appropriate notice to the supervisor. The termination must be in writing and state the effective date of the termination. Subject to future bargaining at the request of any party to this Supplement, requests that include a need for additional office-based workspace may be restricted to a once-a-year open season in locations with limited HUD space. Employees may need to participate in shared space arrangements (e.g. desk sharing, hot desking, or hoteling) temporarily until such time as sufficient workspace becomes available.
- F. Notwithstanding any provision in this Supplement or the respective collective bargaining agreements, the involuntary termination of a telework arrangement may be grieved or appealed utilizing the process in Section 6D.
- G. A termination of the telework arrangement does not preclude the employee from reapplying for telework.

SECTION 10: WORK SCHEDULE.

- A. An employee's work schedule at an alternative worksite is not affected by participation in Flexiplace, unless the work schedule is separately changed in accordance with the CBA. With supervisory approval, teleworkers may establish in their Flexiplace Agreement different work start/stop times for telework days as compared to when they are in the office.
- B. The work schedule choices/changes for a Flexiplace participant must be in accordance with the governing provisions in the respective collective bargaining agreements on tours of duty and work schedules for work performed at the official worksite or as provided in this Supplement.
- C. Time and attendance procedures are the same for employees who participate in Flexiplace as those employees who work in the office.
- D. With advanced supervisory approval, employees may switch a telework day that falls on a holiday to another day within the pay period, if practicable.
- E. Teleworking and remote work employees shall be required to submit the same documentation of work accomplishments as employees in the office.

SECTION 11: ABSENCES FROM THE ALTERNATIVE WORKSITE.

During regular duty hours, an absence from the alternative worksite is equivalent to an absence from the agency worksite. Therefore, as with an absence from the agency worksite, the absence must be requested by the employee and approved by the supervisor in accordance with the procedures in the respective collective bargaining agreements applicable to absences from the agency worksite.

SECTION 12: PREMIUM PAY.

- A. There are no provisions for self-approved overtime. Therefore, Flexiplace participants must ensure that overtime is properly approved prior to working beyond their scheduled hours of work.

SECTION 13: EMERGENCY ARISES AT THE OFFICE OR AT THE ALTERNATIVE WORKSITE.

- A. If an employee is working at an alternative worksite, and the office closes due to an emergency situation, such as severe weather conditions, power outage, BART and/or transportation strike, etc., the Flexiplace participant will continue to work from their alternative worksite until the office closure ends, unless the emergency condition also impacts the employee's alternative worksite.

- B. When an emergency affects the area of the alternative worksite for a major portion of the workday, the supervisor may require the employee to report to the office if an approved substitute alternative worksite is not available, utilize a substitute alternative worksite; approve annual leave, leave without pay, accumulated compensatory time/credit hours, or grant other forms of leave as may be appropriate.

SECTION 14: TELEWORKER’S WORK SPACE.

- A. See, definition for “alternative worksite”.
- B. If staff are situational or routine teleworkers with an assigned workstation, they shall bring home their assigned HUD laptop, and are allowed to take home their assigned HUD keyboard, mouse, and one monitor, such that they are leaving one monitor and their docking station, in the office to support their in-office work environment. When coming to the office, employees will bring in their laptop and will use their laptop’s keyboard and touchpad, or, bring in their external keyboard and/or mouse, if needed. The ability to bring the docking station to the alternate workstation may be negotiated with hoteling and hotdesking.
- C. Management agrees that the Department will provide supplies e.g. paper, pens, staples, and/or CD's to teleworkers that are routinely provided to employees in the office.

SECTION 15: Teleworker/Remote Worker Safe Home Environment.

- A. Employees are responsible for ensuring that their alternative site workspace is safe; clean and free from obstructions; and, is free of hazardous materials.

SECTION 16: WORKERS’ COMPENSATION AT THE ALTERNATE WORKSITE.

Workers’ compensation coverage shall be in accordance with applicable laws.

SECTION 17: COMMUNICATION.

A teleworker’s and remote worker’s response time and quality of emails, phone calls, and other forms of electronic communication should be commensurate to the response time and quality expected while working in the office. This may include turning on their camera for videoconference meetings, as requested by management, with advance notice to employees.

SECTION 18: EQUIPMENT/SECURITY.

- A. Government-owned equipment shall be used for official purposes subject to HUD policy on limited personal use. To make calls and scan copies, employees should use tools and technology that do not incur costs, to the fullest extent practicable. Employees may be required to use business communications platform software, such as Microsoft Teams, or a successor system(s), to attend meetings with supervisors, co-workers, or HUD

customers. Although bargaining-unit employees should remain logged in to Microsoft Teams throughout the workday, they are not required to show their Teams status.

- B. Access to HUD electronic systems shall be through HUD-approved hardware and software.
- C. HUD-provided laptop computers will be pre-configured with HUD standard software by local IT staff and provided to the employee. If there is a problem with the hardware and/or software applications, the employee is required to call the HITS Helpdesk at 1-888-297-8689.
 - a. If the problem cannot be resolved remotely, the employee shall coordinate the repair with IT staff, which may include bringing the equipment onsite to the office. If a technology failure occurs that would impact the employee's ability to do their job, the employee shall notify the supervisor to determine alternative means of completing his/her duties which may include a temporary return to the official worksite.
- D. Flexiplace participants must adhere to all rules, regulations, and procedures relating to security and confidentiality of work-related information, equipment and data.
- E. If an employee participating in a telework arrangement has a brief, temporary loss or damage to equipment and does not have personal equipment available that they can use in accordance with IT Helpdesk instructions for temporary authorized use, the employee may be able to continue to work at home once the supervisor is notified and the supervisor determines that work can be done without the use of a computer or internet access. For HUD issued equipment, HUD will make all reasonable efforts to provide replacement equipment as soon as possible, and will not purposely avoid replacing equipment to limit telework or remote work for any employee with an approved agreement.

SECTION 19: Remote Work.

Remote work is a work flexibility arrangement as defined in Section 2N.

Remote work arrangements have budget implications, equity considerations, and other factors that management must consider when making decisions to institute or execute a remote work agreement or position.

A position may be classified by the agency as Remote and hire employees into the position as remote workers.

An employee may apply to be considered for remote work.

While the provisions above that pertain to Flexiplace participants apply to both teleworkers and remote workers, the provisions in this section apply to remote workers only.

Definitions: The definitions of agency worksite; official worksite; and alternative worksite are described in Section 2.

A. Criteria for remote work

- a. The employee eligibility criteria for remote work are similar to that of the teleworker. See, Section 3(A). The primary difference between a telework arrangement and a remote work arrangement, includes but is not limited to additional budgetary considerations, as noted, below, and that a remote worker is not expected to return to the agency worksite on a routine or recurring basis.
- b. The agency may consider the budgetary impact of a remote work arrangement such as additional costs incurred in recalling the employee periodically; additional travel expenditures if the employee routinely travels for business reasons; potential change in locality pay; etc.

B. Types of remote work arrangements

- a. Remote work near HUD office: A remote worker near the HUD office is a remote worker whose alternative worksite is within a 50-mile radius of the agency worksite.
 - i. Remote workers remain subject to recall to the agency worksite for activities that can only be accomplished on-site. E.g. team building exercises; region wide in-person meetings; etc.
- b. Remote work outside of commuting area of HUD office: A remote worker outside of the commuting area is a remote worker whose alternative worksite is outside the 50 mile radius of the agency worksite.
 - i. Remote workers on recall from outside of the agency worksite's local commuting area must be on travel orders and may be eligible to receive compensation for travel expenses under the appropriate regulations and policies.
- c. Remote positions could be duty stationed either anywhere within a specified geographic area or anywhere outside the local commuting area of a HUD office in the United States, as determined by management. If management advertises a position as remote, management will also provide notice to current similarly situated employees with the same position description and utilize the same criteria

in assessing the application of current similarly situated employees in the same position description for remote work, upon request for consideration by the employee.

C. Locality Pay

- a. The remote worker receives the locality pay in which the official worksite (alternative worksite) is located.
 - i. For example, an employee in the San Francisco office's locality pay area, whose official worksite (the alternative worksite, which is usually the employee's home) is outside of the San Francisco office's locality pay area, upon being approved to be a remote worker, may evidence a reduction in pay.

D. Application and Approval Process/Denial

- a. Section 5, Application and Approval and Section 6, Denial of Telework are adopted and incorporated herein with appropriate changes to reflect a remote work arrangement, except as outlined below.
- b. Remote work arrangements shall be approved or denied by the Assistant Secretary for the program area, or designee.

E. Office Equipment and Expenses

- a. The remote worker shall be provided with equipment similar to workstations at the agency worksite.
 - i. The equipment shall include, at a minimum: 1 laptop; docking station; keyboard; mouse; and one monitor.
 - ii. A remote worker may elect to receive only selected pieces of equipment to reduce costs.
- b. Management agrees that the Department will provide supplies e.g. paper, pens, staples, and/or CD's to remote workers that are routinely provided to employees in the office. Requests for office supplies may be submitted to the assigned Regional Support Manager/Administrative Officer and approved supplies shall be shipped to the remote worker.
- c. All HUD-provided laptop computers will be pre-configured with HUD standard software by local IT staff and provided to the employee. If there is a problem with the hardware and/or software applications, the employee is required to call the HITS Helpdesk at 1-888-297-8689.

i. If the problem cannot be resolved remotely, Remote Workers Near a HUD Office as defined in Section 19B shall follow the provisions for teleworkers under Section 18 above. Remote Workers Outside of a Commuting Area as defined in Section 19B may ship their equipment in accordance with the instructions provided by the Helpdesk so that IT staff can repair the problem. If a technology failure occurs that would impact the employee's ability to do their job, the employee shall notify the supervisor to determine alternative means of completing his/her duties which may include a temporary recall to an agency worksite.

F. Employee initiated Remote Work Modification/Approval

a. Temporary modification.

- i. An employee may request a temporary change to the official worksite for up to two pay periods with no change in locality pay.
- ii. Management will consider granting requests for a temporary change to the official worksite if there are no additional costs incurred or potentially incurred by the agency and if employee performance is not foreseeably diminished.
- iii. A request for a temporary modification shall be submitted to the supervisor as soon as practicable before the requested temporary modification.
- iv. The approving official shall be the immediate supervisor who shall approve or deny the request within 3 workdays, if practicable.

b. Permanent modification.

- i. An employee may request a permanent change to the official worksite.
- ii. The employee recognizes that a permanent change in the official worksite may result in a modification in pay.
- iii. The approving official for a requested permanent change in official worksite is the program area Assistant Secretary, or designee, and is subject to the same criteria as an initial approval for remote work.
- iv. The agency shall consider all relevant factors in the employee's request, including but not limited to, position requirements such as frequency of travel, as well as budgetary implications of changes in locality pay area, and employee concerns such as work/life issues; health related reasons; and other compassionate factors.

- v. An employee requesting a change into a telework arrangement is subject to the availability of workstations; equipment; and other physical office considerations. If an employee is requesting to report to a HUD office location, employees may need to participate in shared space arrangements (e.g. hoteling and/or hotdesking) temporarily until sufficient workspace becomes available.
- vi. The employee recognizes that costs associated with moving to a different official worksite are subject to the appropriate regulations and policies regarding reimbursement. HUD will not reimburse relocation expenses for employee-initiated requests for changes to remote work arrangements.

G. Agency Initiated Remote Work Modification or Termination

a. Temporary Modification

- i. The agency may initiate a temporary modification in remote work arrangement where the operational needs of the agency require the remote worker to perform his/her duties at a different location for no longer than two (2) pay periods without a change to locality pay.
- ii. The employee may be eligible to be compensated for travel and other expenses pursuant to applicable regulations and policies.
- iii. The agency shall provide as much notice as practicable to the employee but no less than two weeks notice, barring extenuating circumstances.
- iv. The remote worker shall be provided with temporary workspace, including access to equipment, meeting remote or on-site worker requirements for an agency worksite.

b. Permanent Change

- i. The agency may initiate a permanent change in remote work arrangement where there is a substantive violation of the terms of the Flexiplace agreement; the employee's duties may no longer be performed remotely; the employee no longer meets the eligibility requirements as outlined in Section 19A; or, due to the employee's inability to fulfill the operational needs of the agency, requiring the remote worker to perform his/her duties at a different official worksite.
 - 1. Any permanent change may be grieved or appealed as outlined in Section 6D.

- ii. Terminating the remote work arrangement in and of itself does not terminate the remote worker's employment with the agency, unless a termination action separately occurs in accordance with the CBA.
- iii. An agency termination of remote work and relocation of the employee to an agency worksite or a different official worksite may require relocation and other compensation in accordance with the appropriate regulations and HUD's Flexiplace Policy.
- iv. For remote workers within 50 miles of the agency worksite, if an employee's remote work is being terminated, supervisors will give written notification of at least 21 days to the affected employee before the termination date, unless emergency conditions exist, which may necessitate expedited termination. The employee may request an extension of an additional two weeks, subject to supervisor approval, where the termination imposes a hardship upon the employee for medical, child or other caregiving responsibilities, or other reasonable extenuating circumstances justifying the extension of time.
- v. For remote workers outside the 50-mile radius of the agency worksite, a remote worker given a directed reassignment to a HUD office official duty station beyond 50 miles from their residence or alternative worksite shall be given at least 60 days to relocate, if required, unless renegotiated with the Union in accordance with Article 50, Section 50.05 of the HUD-NFFE Agreement.
- vi. The agency shall be responsible for ensuring that employees whose remote work is terminated by management shall have a workstation or office (depending on the nature of their work) comparable to that of their peers, in addition to other requirements of the Local's CBA's, but the employee may have to participate in shared space arrangements as may be bargained upon demand of either party, or be seated in alternate workstations or program areas temporarily until an appropriate workspace that meets the requirements of the Local's CBA and this supplement becomes available.
- vii. When a remote work arrangement was initiated at the request of an employee and the supervisor terminates the agreement due to a decline in the employee's performance, the resulting reassignment to the new duty station will not be considered involuntary, and the employee will thus be ineligible for a severance payment, should they separate from HUD instead of accepting the reassignment.
- viii. An employee requesting and granted remote work, but whose remote work arrangement is being terminated, shall first be considered for reassignment to the employee's original agency worksite.

Section 20. Shared Space Arrangements

- A. The expansion of telework will require the use of shared space arrangements (e.g. hoteling and/or hot desking) for employees who are in the office less than six (6) days per pay period. If management determines there are sufficient workstations available in the office within the designated program area, employees who were in the office at least 2 days per week before the effective date of this Supplement under their previously approved (pre-pandemic) Telework Agreements and who remain on the same telework schedule may request and shall be granted an exception to the above language in this section to retain a non-shared workstation for as long as space remains available and if they remain on their previous telework schedule and in the same position.

Shared space arrangements will only apply to those offices impacted by future moves, office renovations/downsizing, or staffing increases that impact space availability.

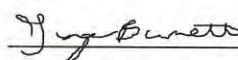
- B. Management will negotiate any proposed space-sharing policies/arrangements (e.g. hoteling/hot-desking programs) with the Union before implementation. Management shall notify NFFE as appropriate and will bargain impact and implementation with the affected Local(s) in accordance with the Local's CBA.

Section 21. Dissemination of Supplement

- C. There shall be joint training provided by ELR and NFFE to all employees on the terms of this Supplement at the earliest practicable date.

FOR THE AGENCY:

FOR THE UNION:

 June 7, 2022

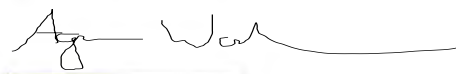
Ken Einbinder June 7, 2022

Ginger Burnett Date

Ken Einbinder Date

Chief Negotiator

Chief Negotiator



 6/8/22

Agnes Wanderer

Dennis Murakami

Negotiator

Negotiator/President NFFE 1450

Patty Whitehouse
Negotiator

Larry Alcantar

Larry Alcantar
Negotiator/President NFFE 1804

Lora Han

Lora Han
Negotiator

Department of Justice
Supplemental Documents

Department of Justice
January 2024 Submission



Office of the Deputy Attorney General

Washington, D.C. 20530

January 26, 2024

TO: Jason Miller, Deputy Director for Management
Office of Management and Budget

FROM: Lisa O. Monaco, Deputy Attorney General *LM/26/24*
U.S. Department of Justice

CC: Office of the Chief of Staff
White House

SUBJECT: Work Environment Implementation and Progress

The Department of Justice (Department) is pleased to provide the Office of Management and Budget (OMB) with this update on the Department's work environment posture. We respond below to your requests for information.

- 1. Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).**

As of January 14, 2024, all Department components have implemented a baseline of six days of in-person work per two-week pay period for non-remote personnel.¹ Components may establish narrow exceptions to this baseline for reasons such as limited office space or retention of skilled workers in hard-to-fill positions.

Over the 2023 winter holidays, and prior to full implementation of the Department's revised in-person-work policy, employees in the National Capital Region (NCR) worked in-person 40.3% of the time. This marked an increase over the 2022 winter holidays, when the same employee group worked in-person 34.6% of the time.

I expect the percentage of in-person work to increase in subsequent pay periods. In the first couple of weeks of 2024, hazardous weather conditions in the NCR, including office closures one day, likely suppressed rates of in-person work. We expect that total work hours for headquarters and headquarters-equivalent personnel will reflect more in-person work hours than telework hours in the next pay period. We will verify that figure using our employees' certified time entries, which will be available after the pay period ends on February 10, 2024.

¹ Only 1.3% of the Department's employees are remote personnel.

With the winter holidays behind us, with the in-person-work policy in place, and with winter weather waning, in-person-work hours for NCR employees should steadily exceed 50% of total work hours by March 2024.

2. Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

The Department's Assistant Attorney General for Administration (AAG/A) and its Chief Human Capital Officer (CHCO) collect and track employee time-entry data from across the Department. They also receive reports from component heads on implementation and execution of the Department's revised in-person-work policy, as well as information about the impacts of the policy on employee retention and recruitment. They aggregate this information, which allows the AAG/A and CHCO to compare practices Department-wide and ensure equitable application of the policy and consistency across the workforce. And, as discussed next, the AAG/A and CHCO regularly report their findings to senior Department leadership.

3. Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

Senior leadership at the component level and the Department level are responsible for tracking implementation of the in-person work policy—and are committed to ensuring its success.

Each component head has primary responsibility for enforcing employees' compliance. To ensure accountability, the Department's Justice Management Division (JMD) tracks the data from employees' certified time entries, as well as building occupancy and other data. Component heads have access to this information for their component employees, and JMD leadership—including the AAG/A and the CHCO—go over the results with each component during quarterly management review meetings.

The AAG/A and the CHCO brief me every pay period on in-person-work rates, component implementation and compliance, and overall organizational health and performance.

Lastly, I ask component heads to report on the successes and challenges of implementing the in-person-work policy in their regular management meetings with me. Those meetings occur at least quarterly and can be as frequent as weekly, depending on the component.

Department of Justice
Telework Policy(s)



U.S. Department of Justice

1200.01

Approved on:

DOJ POLICY STATEMENT TELEWORK AND REMOTE WORK

PURPOSE: Updates policy, assigns responsibilities, and prescribes procedures for implementing the Department of Justice's (DOJ or Department) telework program.
SCOPE: All DOJ components

ORIGINATOR: Justice Management Division, Human Resources Staff

CATEGORY: (I) Administrative, (II) Human Resources

AUTHORITY: Title 5, United States Code, Sections 6501-06 (Public Law 111-292); DOJ Order 1200.1, Human Resources

CANCELLATION: None

DISTRIBUTION: Electronically distributed to those referenced in the "SCOPE" section and posted on the DOJ directives electronic repository (SharePoint) at <https://doj365.sharepoint.us/sites/jmd-dm/dm/SitePages/Home.aspx>

APPROVED BY: *Jolene Ann Lauria*
Assistant Attorney General
for Administration

ACTION LOG

Issuing component must review its DOJ directives, at minimum, every 5 years and make revisions as necessary. The action log records dates of approval, recertification, and cancellation, as well as major and minor revisions to this directive, and provides a brief summary of all revisions. In the event this directive is cancelled, superseded, or supersedes another directive, that will also be noted in the action log.

Action	Authorized by	Date	Summary
Initial Approval	Director, Human Resources	July 20, 2012	This document establishes policy, assigns responsibilities, and prescribes procedures for implementing the Department's telework program.
Updates	Acting Director, Human Resources	February 2, 2022	Policy updated based on new guidance issued by the U.S. Office of Personnel Management, November 2021.
Updates	Assistant Attorney General for Administration		Policy updated based on new guidance issued by the Office of Management and Budget (M-23-15) and the Department of Justice Deputy Attorney General, September 26, 2023.

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DEFINITIONS

Term	Definition
Agency Worksite	An official federal agency location where work activities are based and considered a centralized location of an employee's assigned organization.
Alternative Worksite	A location where individuals perform official duties away from the primary agency worksite. Examples include an employee's residence, a telework center, or another component's workspace.
Component	All Offices, Divisions, Bureaus, and Boards identified in 28 C.F.R. § 0.1.
Continuity of Operations (COOP) Plan	A documented plan that details how an individual organization will ensure it can continue to perform its essential functions during a wide range of events that impact normal operations.
Domestic Employee Teleworking Overseas (DETO)	An overseas remote work arrangement wherein the Federal Executive Branch employee temporarily performs the work requirements and duties of his/her domestic civil service position from an approved overseas location via a formal DETO agreement.
Maximum Telework	Telework authorized by agency or component head where employees are required to work from home or at an alternate work location during an emergency regardless of whether they have an approved telework agreement in place.
Meaningful In-Person Work	Work that is purposeful, well-planned and optimized for in-person collaboration. Generally, in-office meetings and events which provide employees with the best opportunities for collaboration, team cohesion, problem solving, and professional development.
Mobile Work	Work that is characterized by routine and regular travel to conduct work in customer or other worksites, as opposed to a single authorized alternative worksite (e.g., site audits, site inspections, investigations, and property management).
Official Discipline	A disciplinary action that results in the placement of a document in an employee's electronic official personnel file, such as a written reprimand a suspension, reduction in grade or pay, or removal.
Official Worksite	The location where the employee regularly performs their duties, and where their work primary activities are based, as determined by the component (including employees who perform mobile work) and is documented on the Standard Form 50, Notification of Personnel Action. Generally, the official worksite is the agency worksite for most telework-approved employees. For a remote worker, the official worksite is the alternative worksite to which the component and the employee agree (reference Remote Work definition).
Pandemic	A disease occurring over a wide geographic area, affecting an exceptionally high proportion of the population, and spreading to more than one continent.

Personally Identifiable Information	Information that can be used to distinguish or trace an individual's identity, such as name, Social Security Number, or biometric records, alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth or mother's maiden name.
Remote Work	An arrangement in which an employee, under a written remote work agreement, is scheduled to perform official duties at an approved alternative worksite. A remote worker's official worksite may be within or outside the local commuting area of an agency worksite.
Routine Telework	A type of telework that occurs on a regular and recurring basis as part of an ongoing, regular schedule at an approved telework location away from an employee's agency worksite.
Situational or Ad Hoc Telework	A type of telework that is approved on a case-by-case basis and the hours worked were not part of a previously approved, ongoing, and regular telework schedule.
Telework	A work flexibility arrangement under which an employee, under a written Telework Agreement, performs the duties and responsibilities of the employee's position, and other authorized activities, from an approved alternative worksite other than the location from which the employee would otherwise work. Telework does not include any part of work done while on official travel or mobile work.
Telework or Remote Work Agreement	A written agreement, completed and signed by the participating employee and authorized official(s) in the employee's organization that outlines the terms and conditions of the telework or remote work arrangement.
Telework Locations	Approved Alternative Worksites other than the employee's regular agency worksite. Examples include an employee's residence, a telework center, or another component's workspace.
Telework Managing Officer	Senior employee, appointed by the Department's Chief Human Capital Officer and serves as the Department's point-of-contact to provide overall strategic direction on telework issues.
Telework Program Coordinator	Appointed by the component's Human Resources Officer, who serves as a point-of-contact for providing guidance to employees and managers in their respective components, collects telework data for reports, and oversees implementation of their telework program.
Telework Program Manager	Appointed by the Department's Human Capital Officer, and reports to the Telework Managing Officer, and serves as the Department's point of contact for component Telework Coordinators. They provide leadership, guidance and interpretation, data analysis, training, and evaluation of the Department's telework program and policy.
Telework-Ready	The employee meets all eligibility criteria, has an established Telework Agreement in place, and has all authorized equipment necessary to telework.
Unscheduled Telework	A form of situational telework that provides the opportunity for employees to work from approved telework locations on non-scheduled telework days.

ACRONYMS

C.F.R.	Code of Federal Regulations
COOP	Continuity of Operations Plan
DOJ	Department of Justice
DETO	Domestic Employee Teleworking Overseas
GFE	Government Furnished Equipment
JMD	Justice Management Division
OPM	U.S. Office of Personnel Management
P.L.	Public Law
USAO	United States Attorney Offices
U.S.C.	United States Code

I. Policy

The Department of Justice (DOJ or Department) is fully committed to using in-person work, telework, and remote work to support the strategic management of human capital and facilitate the accomplishment of the Department's mission. The Department's policy requires employees who have been placed on approved telework agreements as described in this policy to work in person at least six days per two-week pay period, unless the employee is covered by an exception approved in accordance with this policy.

DOJ components determine which positions among their workforce are telework or remote work eligible. In doing so, components should consider position duties and responsibilities, budget, overall impact of telework or remote work on their mission, and other workplace variables (e.g., location and availability of office space or shared space), as appropriate. Participation in telework or remote work is voluntary and not an employee right or entitlement.

A. General Guidelines

1. Telework or remote work must be:

- a. Actively encouraged and implemented throughout the Department in support of the DOJ commitment to workforce efficiency, emergency, inclement weather preparedness, and quality of life.
- b. Authorized to the extent that the mission of the office is not jeopardized. When identifying positions for remote work, components must adhere to any residency restrictions that apply to certain positions, as appropriate.
- c. Accomplished on a routine or situational basis at an approved alternative worksite.
- d. Used to serve as an effective recruitment and retention strategy and enhance efforts to employ and accommodate people with disabilities.
- e. Used to create cost savings by decreasing the need for office space and parking facilities, and by reducing transportation costs, including costs associated with payment of transit subsidies.
- f. Used to serve as a critical workplace flexibility that enables components to meet mission-critical needs of the organization, while also helping employees balance work and personal responsibilities, thereby enhancing employee satisfaction and well-being, aiding retention, and serving as an incentive to potential applicants.
- g. Used to enhance Department or component Continuity of Operations (COOP) Plans to ensure essential federal functions continue during emergency situations (e.g., pandemic).

B. Types of Telework

1. **Routine.** A type of telework that occurs on a regular and recurring basis on an agreed-upon number of days during a bi-weekly pay period at an approved telework location away from an employee's agency worksite. The telework agreement must be reviewed annually by the employee's supervisor.
2. **Situational.** Situational telework can include episodic, intermittent, unscheduled, *ad hoc*, or maximum telework. Situational telework is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule. Examples of situational telework include, but are not limited to, telework necessitated by inclement weather, national emergency (e.g., pandemic), or special work assignments. Employees may also request situational telework to allow them to be closer to the polls to vote on election days, including early voting days.

Employees who are approved for routine telework also are eligible for situational telework. An approved telework agreement for the situational event is required for if the situational event is going to last more than one month. Extensions of situational telework agreements should be reviewed monthly and generally not approved for more than a total of six consecutive months.

C. Remote Work.

An arrangement in which an employee, under a written remote work agreement, is scheduled to perform official duties at an approved alternative worksite within or outside the local commuting area of an agency worksite, without regularly reporting to the agency worksite during each pay period to perform work.

1. **Remote Work Considerations.** Components are not required to permit remote arrangements (except when required as a reasonable accommodation), and they may be selective about who is permitted to do remote work, may impose additional conditions on granting it, and may approach approvals on a case-by-case basis, taking into account the needs of the office and other considerations to maximize equity. When determining whether to approve a request for remote work, managers must take into consideration the nature and demands of the work; whether it is feasible for an employee to perform effectively all or most of the job functions at the remote worksite while still delivering on mission objectives; maintaining agency/component operations; and meeting customer needs. Components should refer to U.S. Office of Personnel Management (OPM)'s 2021 Guide to Telework and Remote Work in the Federal Government or subsequent guidance issued by OPM, to assist them in determining if remote work is appropriate.

2. **Official Worksite.** Supervisors will designate the remote work location as the official worksite for an employee who is not scheduled to report to the component worksite at least two times each pay period on a regular and recurring basis. If an employee's official worksite is located outside of the local commuting area, this change may affect the employee's pay and the component's budget, among other things.

D. In-Person Work Requirement

1. **Baseline Requirement.** Department employees performing routine telework pursuant to an approved telework agreement are generally required to work in person at least six days per two-week pay period, unless the employee is covered by an exception approved in accordance with paragraph 3 below. This baseline serves as a floor, with the understanding that some organizational units – including those with law enforcement, national security, and public-facing functions, among others – may set higher requirements for in-person work. Components and USAOs have the discretion to further define what qualifies as “in-person work,” although components are expected to define “in-person work” reasonably to include work in court or in the field as the job requires.
2. **In-Person Work Experience.** Components and United States Attorney Offices (USAOs) should ensure that the in-person work experience is meaningful and creates a productive working environment for employees. Specifically:
 - a. **Core In-Person Workdays.** Components and USAOs should establish at least one core workday per week when all non-remote personnel in a work team or at an office location are expected to work in person. Head of Components, and U.S. Attorneys, or their designees, have discretion to determine what constitutes a work team for this purpose, and the authority to approve exceptions as they do for the in-person requirement (Section I.D.3).
 - b. **Employee Engagement.** Components and USAOs should make reasonable efforts to increase meaningful in-person engagement in the workplace (e.g., town halls, one-on-one meetings between supervisors and staff, employee recognition events, group onboarding activities for new employees).
 - c. **Work Environment.** Components and USAOs should work with building managers to make the in-office experience more positive and productive.
3. **Exceptions.** The in-person work baseline of six days per pay period might not be appropriate for every office, employee, or group of employees. Heads of Components and U.S. Attorneys may authorize an exception for a group of employees (e.g., all members of a job series or a job title at an office location)

after consultation with the Department's Chief Human Capital Officer. The Head of Component, U.S. Attorney, or their designees may grant an exception for an individual employee based on the employee's unique circumstances without such consultation.

The component's determination should be based on criteria including, but not limited to, the following:

1. Retention of specialized workers;
2. Recruitment of specialized or hard-to-fill positions; and
3. Office-space limitations.

E. Domestic Employee Teleworking Overseas (DETO) Arrangement. Domestic Employee Teleworking Overseas (DETO) are generally defined as remote work arrangements wherein an employee performs the work requirements and duties of their domestic federal position from an approved overseas location. DETO arrangements fall under the statutory authority of the Department of State and apply to all federal employees. The State Department has implemented specific requirements that must be met in order to obtain approval for a domestic employee to telework in an overseas country, under the authority of the Department of State's Chief of Mission, which reviews and evaluates each request on a case-by-case basis (reference "Overseas Telework" at telework.gov). Requirements are in addition to any OPM government-wide or Department remote work policies.

1. Employees have no authorization to work remotely from a foreign location without an approved DETO Agreement and required documents. DETO arrangements are rare, not a form of routine telework, and do not include work done while on official travel (TDY) or mobile work. Components should be aware that agreeing to a DETO may result in additional costs and increased security risks. As such, Department employees seeking to telework from an alternative location based in another country must have prior official approval from their component, the Department, and the Department of State.
2. Because the Department of State has outlined specific requirements that must be met to obtain approval for a domestic employee to telework in a foreign country, components wishing to pursue a DETO agreement should contact the Justice Management Division (JMD), Budget Staff, and/or the JMD, Human Resources (HR) Staff, for specific Departmental guidance.

F. Telework and Remote Work Compatibility and Eligibility. Components will identify which positions are compatible for telework or remote work. Employees must occupy a position that is compatible with telework or remote work and meet other criteria to be eligible.

1. **Position Compatibility.** Telework compatible positions are those for which employees can effectively accomplish job functions outside the component's worksite. Positions requiring employees to perform daily, on-site activities at the agency worksite, or to handle classified materials, are not compatible with routine or regularly scheduled telework.
2. **Employee Eligibility Criteria.** Except for telework established as a reasonable accommodation under the Rehabilitation Act of 1973 (reference Section O of this policy statement), DOJ employees must meet the following minimum criteria to be considered eligible for telework or remote work participation. The agency or component head may suspend the eligibility criteria in certain circumstances (e.g., pandemic or another emergency).
 - a. New DOJ employees may be approved for telework or remote work upon entry; however, the employee's supervisor must reevaluate the agreement within 90 days of the appointment.
 - b. The employee must not have been officially disciplined for being absent without permission for more than 5 days in any calendar year.
 - c. The employee must not have been officially disciplined for violations of Subpart G, of the Standards of Ethical Conduct for Employees of the Executive Branch, for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer, or while performing official Federal Government duties.
3. **Completing Telework Training.** Telework training is required for all telework and remote work participants, including supervisors. The responsibility for the training is delegated to the components. Suggested training can be found at the Department's LearnDOJ website at <https://www.justice.gov/jmd/learndoj> or at www.telework.gov (reference Telework 101 for Employees and Telework 101 for Managers).

G. Telework and Remote Work Agreements. Eligible employees must sign a written telework or remote work agreement, have the agreement approved by the employee's supervisor and/or other designated management officials, and successfully complete telework training. A DOJ Telework Agreement and DOJ Remote Work Agreement are found within the Appendices to this Policy Statement. Components may create their own Telework Agreement or Remote Work Agreement but must ensure that any component-

specific agreements align with this policy and any applicable collective bargaining agreements.

1. Developing Telework and Remote Work Agreements. The telework or remote work agreement must include the type of telework approved, self-certified safety checklist, supervisor telework or remote work checklist, work schedule, established working hours, core business hours, worksite location, and list of Government Furnished Equipment (GFE) (reference Appendices).
 - a. Work schedules must adhere to the provisions of existing regulations, government-wide, Department, and component policies, and any applicable collective bargaining agreements.
 - b. Each telework agreement should provide for the employee to work at the official component worksite a minimum of six days each pay period unless there is an approved exception. Components and/or supervisors may require an employee to report to the official component worksite more than the Department's minimum in-person work requirement during each pay period.
 - c. Agreements should expressly state that telework-ready employees are expected to continue to work in a case of a continuity event, such as a national or local emergency, during an emergency event involving inclement weather, or another situation that may result in a disruption to normal office operations. Refer to OPM's 2021 Guide to Telework and Remote Work in the Federal Government for additional information on Pay, Leave, and Work Schedule Flexibilities.
2. Employee Initiated Agreements. When remote work is initiated at the employee's request to accommodate an employee's personal circumstances, components, in consultation with counsel and HR Staff, should consider including provisions in the remote work agreement that will apply if the remote work arrangement does not succeed. For example, components may wish to consider having language in the remote work agreement that states the employee agrees not to seek relocation expenses to move to the commuting area of the Agency worksite if the arrangement fails because of a deterioration in the employee's performance. Additionally, HR Staff, in consultation with counsel, should consider revising any position descriptions that may apply to a remote work arrangement to provide for reassignment in the event of a diminishment of performance. Such a revision or agreement could state that any such reassignment shall not be considered involuntary and, thus, will preclude a severance payment should the employee separate instead of accepting the reassignment.

3. Duration of Agreements. All telework and remote work agreements are active for one year and must be reviewed on an annual basis.
4. Denying, Suspending, or Terminating a Telework or Remote Work Agreement. Supervisors may deny or suspend telework or remote work requests, and both supervisors and employees may terminate agreements.
 - a. Denial, Suspension, or Termination Decisions. Supervisors must base decisions to deny, suspend, or terminate permission to telework or work remotely on statutory or policy requirements and/or work-related reasons, such as:
 - 1) Employee ineligibility;
 - 2) Position incompatibility;
 - 3) Decline in employee performance;
 - 4) Employee misconduct;
 - 5) Employee appointment or position status (e.g., trainees or entry-level employees);
 - 6) Safety issues or suspected hazardous materials in the telework or remote work location;
 - 7) Adverse impact on the operations of the office (e.g., mission continuity), including costs associated with potential change of official worksite; or
 - 8) Failure to adhere to terms of the telework or remote work agreement.
 - b. Denial, Suspension, or Termination Documentation.
 - 1) When an employee's participation in telework or remote work is denied, suspended, or terminated, the supervisor must provide the employee with written notice, including the specific reason(s) for the proposed termination suspension, or denial, providing as much advanced notice as is reasonable under the circumstances and in accordance with any applicable collective bargaining agreement. An employee may voluntarily terminate a telework or remote work agreement upon advanced written notice to the supervisor.
 - 2) The component or supervisor may suspend or terminate a telework or remote work agreement in the event of an emergency or work exigency.
 - 3) If a component decides that the telework or remote work arrangement is negatively impacting the employee's performance, the component may wish

to pursue a performance improvement plan that can be done remotely at the telework or remote work site versus requiring the employee to report to the agency worksite. In the case of a suspension or termination of a telework agreement because of diminution of an employee performance or of the component's ability to conduct its operations, the supervisor should document and demonstrate that the employee's teleworking directly and negatively impacted the employee's performance or the performance of the office and that remediation can best be accomplished by suspending or terminating the telework arrangement.

- 4) Unless specified by the Telework Enhancement Act, termination, or suspension of a telework or remote work agreement by a supervisor does not necessarily prevent an employee from participating in the Telework or Remote Work Program at a later date. Components may establish time periods during which an employee may be barred from participating in telework or remote work (i.e., duration which an official disciplinary action remains in the employee's personnel file). Otherwise, a supervisor or other designated official retains the discretion to approve telework or remote work for an employee whose telework or remote work has been previously suspended or terminated, so long as the employee continues to meet all eligibility criteria and the supervisor or other designated official believes the employee has sufficiently addressed the reasons for the initial suspension or termination.
- 5) Supervisors should also consider the following when terminating an employee's telework or remote work agreement:
 - a. Terminations should be based on the provisions of the Telework Enhancement Act, and, where discretion is possible, sound reasoning;
 - b. Be fair, consistent, and equitable, making sure that decisions are transparent and supported by the Telework Enhancement Act, as well as Department and component policies and rules;
 - c. Terminations should be in writing and timely; and
 - d. Terminations should be made in conjunction with employee and labor relations specialists and agency counsel, and any applicable collective bargaining agreements should be consulted to verify that the component has complied with any requirements the agreement may place on the component regarding the termination of a telework agreement.
- 6) If a telework or remote work agreement is suspended or terminated, supervisors will work with the employee to determine the effective date of the employee's return to the agency worksite, identify office space for the employee, and address any other applicable personnel matters, as appropriate.

- c. Grievances. Employees who believe their request to telework or work remotely has been wrongly denied may file a grievance under the Department or component's administrative grievance procedures, or the provisions of an applicable collective bargaining agreement.

H. Performance of Official Duties at the Telework or Remote Work Location.

The employee will regularly perform assigned duties only at the agency worksite, component approved telework location, or remote work location. This is to ensure worksite conformance with guidelines established in this policy. Failure to comply with this provision may result in termination of the agreement and appropriate disciplinary action.

I. Official Worksite. The official worksite for each employee must be consistent with the guidance set forth in title 5 C.F.R. § 531.605.

1. Designating Remote Location as the Official Worksite. Supervisors will designate the remote work location as the official worksite for an employee who is not scheduled to report to the component worksite at least two days each pay period on a regular and recurring basis.
2. Compensation Based on Official Worksite. Employees are compensated based on the location of their official worksite. When the remote work location becomes the employee's official worksite, locality pay is based on the location of the remote work location.
3. Change in Agency or Official Worksite. When an employee's official worksite designation is changed from the agency worksite to the remote work location, the supervisor must notify the servicing HR Office, which must process a Standard Form 50, Notification of Personnel Action, to record an official change in location.
4. Remote Work Location Outside the Commuting Area of the Agency Worksite. Generally, employees requesting designation of their remote work location as their official worksite may not be entitled to receive relocation expenses. The decision to authorize relocation expenses is a management decision and made on a case-by-case basis.
5. Reimbursement for Official Business Travel. Under applicable travel regulations, employees are entitled to reimbursement for official business travel to the component worksite when the employee works at a location outside of the local commuting area, and the employee's remote work location

has been designated as the official worksite. As a reminder, official business travel must be approved in advance by the employee's supervisor.

6. In situations where employees are on maximum telework, DOJ will continue to treat the component worksite as the employee's official worksite (without having the employee report to the official worksite at least two days per pay period).
7. **Reduction in Force.** Employees working at a remote location may be in a different employment competitive area from the "agency worksite" in the event of a reduction-of-force. In these situations, supervisors should consult with their servicing HR Office.

J. Dependent Care. An employee may not telework for the purpose of fulfilling their full-time dependent care responsibilities while performing official duties; however, telework or remote work can be a valuable flexibility to employees with caregiving responsibilities when combined with other flexible work schedule options (e.g., Maxiflex). Supervisors should make those determinations on a case-by-case basis. A full-time employee must have 80 basic work requirement hours in a biweekly pay period.

K. Leave, Dismissals, or Closures. The ability to conduct work, whether at the agency worksite, telework location, or remote work location determines when an employee may be excused from duty. DOJ teleworkers, remote workers, and supervisors should consult the decision support matrix within the Appendices to determine an employee's duty status during a worksite closure, authorized early dismissal (including administrative leave for voting), authorized delayed arrival, or authorized unscheduled telework, including declaration of COOP status. OPM has instituted a change where the Federal closure operating status announcements will no longer allow non-emergency employees on pre-approved paid leave to receive an excused absence. Employees working outside of the Washington, D.C. locality area must follow the operating status announcements issued by the head of their office (e.g., United States Attorney, Special Agent in Charge, who make workforce status decisions for their employees). Those office heads should report those workforce status decisions to their component headquarters. Employees on pre-approved paid leave will generally be charged leave if the federal offices are closed.

1. **Annual Leave.** Scheduled annual leave may be cancelled if an employee is telework- ready with a telework agreement in place and agrees to perform telework in lieu of the scheduled leave. The general practice should be for employees on pre-approved leave to either telework or remain on leave when federal offices are closed.
2. **Sick Leave.** If an employee is on telework or working remotely and is scheduled to

- use sick leave for a medical appointment and that medical appointment is cancelled, the legal basis for the sick leave has been eliminated and the sick leave must be cancelled.
3. **Dismissals or Closure.** DOJ teleworkers scheduled to telework on a day when delayed arrival, early dismissal, or closure is authorized for the agency worksite will continue to work as scheduled, except as specifically authorized by the teleworker's supervisor. Supervisors may grant exceptions to scheduled telework or remote work requirements if there are power outages or other events that would prevent an employee from working. Teleworkers not scheduled to telework on days for which delayed arrival, early dismissal, or closure is authorized for the agency worksite are required to telework to the extent they have work to do and any necessary, approved equipment. In COOP situations, telework may be required.
 4. **Unscheduled Leave or Unscheduled Telework.** In situations when OPM announces unscheduled leave or unscheduled telework, affected employees who have a current telework agreement or remote work agreement and are telework-ready must be prepared to telework or take unscheduled leave. Employees must notify their supervisor of their intent to take unscheduled leave or perform unscheduled telework, in accordance with established procedures and subject to any bargaining unit requirements. The exception to this would be if the emergency requires the employee to evacuate their telework or remote location (e.g., due to hurricane, flood, or tornado evacuations).
 5. **Employees electing the unscheduled telework option** (e.g., including requesting telework on an official election day or designated early voting days) must have an approved telework agreement, necessary equipment, and an adequate amount of work to perform during the entire workday (employees may be granted administrative time off to go to the polls, in accordance with established Promoting Access to Voting for Employees Policy Memorandum, 2022-06) or account for any time not performing work by requesting leave.
 6. **Weather and Safety Leave.** DOJ may grant weather and safety leave when it is determined that employees cannot safely travel to or from, or perform work at, their agency worksite, a telework or remote work location, or other approved location because of severe weather or another emergency. Weather and safety leave is a form of paid time off authorized under the Administrative Leave Act and will generally be used in conjunction with an operating status announcement issued by OPM. The Department will be unable, in most circumstances, to grant weather and safety leave to an employee who is a telework program participant and able to safely perform telework at the employee's home. Therefore, employees participating in a telework program must telework, take other leave (paid or unpaid) or paid time off

(as approved by the component), or a combination of both, unless an exception applies during an office closure. This provision will apply regardless of what is stated or not stated in the employee's telework agreement and the Department or component's policies.

7. **Compensatory Time Off for Travel.** Employees who are officially ordered to travel away from their official worksite may be afforded compensatory time off for travel, in certain circumstances, based upon the approved travel itinerary. Compensatory time off for travel is not considered premium pay. It is earned by an employee for time spent in a travel status away from the employee's official worksite when such time is not otherwise compensable. Compensable refers to periods of time creditable as hours of work for the purpose of determining a specific pay entitlement. For example, certain travel time may be creditable as hours of work under the overtime pay provisions in title 5 C.F.R. § 550.112(g), or under the Fair Labor Standards Act (5 C.F.R. § 551.422).

L. Security. Employees are responsible for protecting and safeguarding all DOJ information, Government Furnished Equipment (GFE), and government property while teleworking.

1. **Classified Documents.** Employees must comply with Department and government-wide regulations regarding safeguarding classified documents. Employees who need to access classified information or systems must go into an authorized DOJ component location/office where such access is available or warranted. Employees must work with their component Security Office to address access to classified information.
2. **Component Security Requirements.** Employees must comply with any criteria and guidelines established by their respective component for keeping government property and information safe and secure.
3. **Information Technology Security.** All Department work conducted from alternative worksite locations must comply with DOJ Order 0904, Cybersecurity Program.
4. **Unclassified Information.** Teleworkers and remote workers must protect sensitive unclassified data or documents, including that which may be protected-from disclosure to others because of a legal privilege, the Privacy Act, or because they are designated Sensitive but Unclassified, or For Official Use Only, consistent with guidance and other applicable Department and component policies and guidance.
5. **Competition Sensitive, Source Selection, or Contractor Proprietary Information, and Personally Identifiable Information (PII).** Teleworkers and remote workers must

protect competition sensitive, source selection information, or contractor proprietary data restricted by 41 U.S.C. § 423 (also known as Section 27 of the Office of Federal Procurement Policy Act, as amended) or data otherwise restricted by the Federal Acquisition Regulation, other acquisition policies, and employee information (e.g., PII) in accordance with the Privacy Act of 1974, as amended in 5 U.S.C. § 552a, DOJ Order 0601, Privacy and Civil Liberties, and other Department or component guidance.

M. Equipment.

1. Government Furnished Equipment (GFE). Within budgetary constraints and based on the nature and type of work performed, components should determine the propriety of providing and installing GFE and software for employees who are on telework or remote work agreements. Components should provide necessary and approved equipment and office supplies for official use. The component is responsible for service and maintenance of GFE and should account for any GFE provided to the employee.
2. Authorized Use. Employees must use GFE for official and authorized purposes only. Family members and friends of employees are not authorized to use GFE and materials. Employees must return GFE to the component at the conclusion of teleworking arrangements or at the component's request.
3. Use of Personally-Owned Computers. Use of personally owned computers to access unclassified DOJ systems or networks remotely must comply with the criteria and guidelines for using personal equipment established by the DOJ Chief Information Officer and the employee's component.
4. Incremental Costs. Employees are responsible for the installation, repair, and maintenance of all personally-owned equipment and other incidental or incremental costs associated with performing work from their personal residence. The government will not be responsible for any operating costs that are associated with the employee using their personal residence as a telework or remote work location (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 for by statute and regulations.
5. Use of Appropriated Funds. Components may, but are not required, to use appropriated funds to provide telecommunications equipment in a private residence for employees who telework on a routine basis or perform remote work when the purpose is for official Government business consistent with the guidance set forth in section 620 of Public Law (P.L.) 104-52.

6. **Liability for Damage.** DOJ is not liable for damages to any employee's personal or real property while the employee is working at a telework or remote work location, except to the extent the Government is liable under 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and 2671 et seq., (also known as "The Federal Tort Claims Act").
- N. **Workers' Compensation.** Employees are covered by 5 U.S.C. Chapter 81 (also known as "The Federal Employees' Compensation Act") when injured or suffering from work-related illnesses while conducting official government business at the approved telework or remote work location.
- O. **Reasonable Accommodations.** Reasonable accommodations for disabilities are governed by Section 501 of the Rehabilitation Act of 1973 (Rehabilitation Act), as amended, under 29 U.S.C. § 791 et seq. Depending on the facts of a particular accommodation request, an employee who has been deemed ineligible to participate in telework or remote work under either this policy statement or a component's policy may still be entitled to telework or remote work as a form of reasonable accommodation for a qualifying disability. Supervisors should consult with their Reasonable Accommodations Coordinator and legal office for guidance when receiving such a request. If telework or remote work is approved as a reasonable accommodation, supervisors should memorialize the terms of such approval as a reasonable accommodation in a telework agreement or remote work agreement.
- P. **Component Telework Policies and Telework Agreements.** A component may choose to use this policy statement in lieu of developing its own component-specific policy or may design its own component specific policy with additional criteria and standards for telework or remote work eligibility. In such cases, the component must inform its workforce in writing of this decision. Component-specific policies must comply with the minimum requirements set forth in this directive. A component also may opt to design a telework agreement that coincides with the requirements of this policy statement.

II. Roles and Responsibilities

A. Heads of Components

1. Establish, administer, and evaluate component telework programs in accordance with the requirements of OPM's [2021 Guide to Telework and Remote Work in the Federal Government](#), or subsequent guidance, and the provisions of this policy statement.
2. Designate a Component Telework Coordinator to provide guidance, manage and

track telework and remote work, and who serves as a liaison to the Department on telework and remote work matters.

3. Incorporate telework and remote work into COOP plans, as appropriate.
4. Ensure that appropriate collective bargaining obligations on telework and remote work policies, including telework agreements, are fulfilled.

B. Department Telework Managing Officer

1. Advise agency leadership and serves as a resource for management and employees.
2. Serve as the primary point of contact for OPM on telework matters.

C. Department Telework Coordinator

1. Serve as the Department's coordinator for telework initiatives.
2. Periodically review the DOJ Telework and Remote Policy Statement to ensure consistency with changes to authorizing statutes and regulatory requirements.
3. Issue an annual call for component telework reports as required in this policy statement.

D. Component Telework Coordinators

1. Serve as the component's coordinator for Department and component-specific telework and remote work initiatives.
2. Periodically review component telework and remote work policy and procedures to ensure consistency with future changes to authorizing statutes, regulatory requirements, and this policy statement.
3. Compile and submit component telework and remote work reports as required by this policy statement.
4. Monitor progress on annual component telework participation goals established by the heads of component in accordance with the Telework Enhancement Act of 2010; establish procedures to capture and track employee participation, denials, and terminations; and provide telework data to the Director, HR, JMD, or their designee for the annual Status of Telework in the Federal Government Report to the U.S. Congress and other reports and data as requested.

5. Provide guidance and/or training to supervisors responsible for making decisions related to program participation and provide additional assistance as needed.

E. Supervisors.

1. Determine position compatibility for telework in accordance with guidelines set forth in Section I.F.1 of this policy statement.
2. Determine employee eligibility in accordance with Section I.F.2 of this policy statement.
3. Notify employees of their ability to participate in telework based on determinations of position compatibility and employee eligibility.
4. Complete an interactive telework training course prior to acting on any telework request.
5. Review and sign all types of telework and remote agreements.
6. Document any decisions related to disapproval or termination of telework or remote work. Disapproval of telework or remote work must be documented.
7. Require employees who request permission to telework or work remotely to certify that the proposed telework or remote work location has adequate physical and environmental security measures in place to protect equipment, documents, and data from being accessed by unauthorized individuals.
8. Verify that the employee has the information and equipment necessary to perform assigned work independently.
9. Assign work, monitor, and evaluate performance, reward/recognize, train, and develop teleworkers or remote workers in the same manner as employees at the agency worksite.
10. Review and as needed update the written telework or remote work agreement.
11. Review and certify time and attendance reports to ensure employee absences and scheduled tours of duty are accurately recorded, to include applicable telework and remote work codes.
12. Approve or deny requested changes in work schedules in advance.

13. Immediately investigate any reported workplace-related injury or illness.

F. Employees.

1. Complete an interactive telework training course prior to signing a telework or remote work agreement.
2. Complete and sign the employee sections of telework or remote work agreements.
3. Comply with the Standards of Ethical Conduct for Employees of the Executive Branch (5 C.F.R., Part 2635) while working at the telework or remote work location.
4. Complete all assigned work according to standards and guidelines in the employee's performance plan.
5. Ensure that work documents and data in both hard copy and electronic forms are adequately secured.
6. Comply with equipment usage requirements set forth in this policy statement.
7. Ensure that care for dependents (e.g., young children, elderly individuals, or individuals with special needs) is provided by someone other than the employee while the employee teleworks. Exceptions (based on emergency situations) must be approved by the employee's supervisor, and the employee must account for work and non-work hours during their tour of duty and take appropriate leave (paid or unpaid) to account for time spent away from normal work-related duties to care for dependents.
8. Notify the supervisor of any work-related injury or illness as soon as possible.
9. Follow established procedures for requesting leave.
10. Ensure supervisors, colleagues, customers, and others know when employee is teleworking and how the employee can be reached. Regularly communicate each telework instance, work schedules on telework days, contact information at telework site, and absences from the telework location, including official meetings. This promotes efficient collaboration and allows supervisors to properly account for the teleworking employee's whereabouts and attendance.
11. Notify the supervisor in advance when voluntarily terminating a telework or remote

work agreement; and complete time and attendance reports to ensure that telework, remote work and absences during scheduled tours of duty are accurately recorded.

III. Reporting and Documentation

A. Annual Reports. In support of the annual Status of Telework in the Federal Government Report to the Congress, and in accordance with the Telework Enhancement Act of 2010, components, upon request, must provide participation level information to the JMD, Director, HR Staff, or their designee, including:

1. Total number of employees in the organization.
2. Number and percentage of employees eligible to telework or work remotely.
3. Number and percentage of employees who are granted an exception to this policy (reference Section I.D).
4. Number and percentage of eligible employees who are teleworking or working remotely. For telework employees provide the following data:
 - a. Employees teleworking 6 or more days per pay period.
 - b. Employees teleworking 3-5 days per pay period;
 - c. Employees teleworking 1-2 days per pay period;
 - d. Employees teleworking once per month; or
 - e. Employees teleworking on a situational, episodic, or short-term basis.
5. Employees' telework or remote work hours must be recorded in the component's time and attendance tracking system.
6. Reasons for variation if the total percentage of employees teleworking and on remote work varies by 10% higher or lower from one year to the next.
7. Explanation on whether the organization has met its goals; if not, actions considered to identify and eliminate barriers to maximize telework or remote work opportunities for next reporting period.
8. Assessment of progress made in meeting participation goals and other organizational goals relating to telework or remote work, such as the impact on:

- a. Emergency readiness;
- b. Energy use;
- c. Recruitment and retention;
- d. Performance;
- e. Productivity;
- f. Employee attitudes and opinions regarding telework and remote work; and
- g. Best practices in the telework or remote work program.

B. Records Retention. Components must maintain telework records for each participating employee in accordance with National Archives and Records Administration approved General Records Schedule 2.3, Item 040, Telework/Alternate Worksite Program Case Files. For questions related to the General Records Schedule, contact your component Records Manager.

APPENDIX A: REFERENCES

References	
Statutes	P.L. 111-292 P.L. 104-52, Section 620 5 U.S.C. § 552a 5 U.S.C. § 2105 5 U.S.C. Chapter 81 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and 2671 et seq. 22 U.S.C. § 3927 41 U.S.C. § 423 Section 501 of the Rehabilitation Act of 1973 (Rehabilitation Act), as amended, 29 U.S.C. § 791 et seq. National Archives and Records Administration, General Records Schedule 1, Item 42
Code of Federal Regulations	5 C.F.R. § 531.605 5 C.F.R. § 630.1605 5 C.F.R. Part 2635
DOJ Orders	DOJ 1200.1, Part 6, Chapter 2, Flexible Work Options Program DOJ Order 0904 – Cybersecurity Program DOJ Order 1702 – Justice Continuity Program DOJ Order 0601 – Privacy and Civil Liberties
Guidance	OPM’s <u>2021 Guide to Telework and Remote Work in the Federal Government</u> , Federal Continuity Directive 1 (FCD-1), Federal Executive Branch Continuity Program & Requirements

APPENDIX B: DOJ TELEWORK AGREEMENT

The telework agreement below is a basic template that can be tailored to match a component's needs. Generally, a telework agreement should include the following, but not be limited to:

- A listing of the Department's and component's policies on telework and a signature indicating understanding and agreement to abide by those policies;
- A listing of telework schedule;
- Technology or GFE used to facilitate the telework;
- A self-certified safety checklist (reference Appendix F); and
- Other policy, provisions, or aspects of the agreement that the organization, the manager, or the employee feels should be put in writing.

DOJ TELEWORK AGREEMENT FORM

Part 1: General Information (Please type or print clearly)																											
Action Requested:	New <input type="checkbox"/>	Change <input type="checkbox"/>	Termination <input type="checkbox"/> Date of Request _____																								
Employee Information																											
Employee Name _____		Component/Division _____	Office _____																								
() _____	() _____	() _____	() _____																								
Work Phone _____	Work Mobile Phone _____	Home Phone _____	Cell Phone _____																								
Supervisor's Name _____																											
Part 2: Telework Agreement																											
<i>The following constitutes an agreement on the terms and conditions of the telework arrangement between the employee and the Department of Justice.</i>																											
Approved Telework Option/Days																											
<i>Select one option:</i>																											
<input type="checkbox"/>	Routine Scheduled Telework Days (per Pay Period)	If applicable identify the work schedule for the employee (e.g., Maxiflex).																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 20%;">Week 1</th> <th style="width: 20%;">Week 2</th> </tr> </thead> <tbody> <tr><td>Monday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Tuesday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Wednesday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Thursday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Friday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Saturday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Sunday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr> </tbody> </table>				Week 1	Week 2	Monday	<input type="checkbox"/>	<input type="checkbox"/>	Tuesday	<input type="checkbox"/>	<input type="checkbox"/>	Wednesday	<input type="checkbox"/>	<input type="checkbox"/>	Thursday	<input type="checkbox"/>	<input type="checkbox"/>	Friday	<input type="checkbox"/>	<input type="checkbox"/>	Saturday	<input type="checkbox"/>	<input type="checkbox"/>	Sunday	<input type="checkbox"/>	<input type="checkbox"/>
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Saturday	<input type="checkbox"/>			<input type="checkbox"/>																							
Sunday	<input type="checkbox"/>	<input type="checkbox"/>																									
<input type="checkbox"/>	Routine Scheduled Days per month: <i>List Days per month (if not authorized to telework at least one day per pay period, but at least one regularly scheduled and recurring telework day per month):</i> _____																										
<input type="checkbox"/>	Situational (Ad Hoc: short period of time, project based, unscheduled or weather related) <i>Provide examples of approved telework situations</i>																										

Terms of Agreement

1. Telework is not an employee right or entitlement. The employee volunteers to telework and agrees to adhere to all laws, regulations, and policies. The Department concurs with employee participation and agrees to adhere to all laws, regulations, and policies.

2. The employee agrees to participate for a period beginning: _____ and ending: _____. The terms of this agreement should be reviewed and updated annually.

3. The supervisor and employee agree to the work schedule cited above for the telework location.

Start Time		Stop Time	
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4. Employee's official worksite:

Street Address	City, State	Zip Code
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5. Employee's agency worksite (if different from the employee's official worksite):

Street Address	City, State	Zip Code
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6. The approved telework locations are:

Primary telework location:

Street Address	City, State	Zip Code
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Secondary telework location:

Street Address	City, State	Zip Code
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Describe in detail the designated work area at the telework locations:

7. Employee has completed the Safety Checklist for Telework Locations. Employee and supervisor have discussed requirements for an adequate and safe work area and the employee certifies that all approved telework locations meet those requirements.

8. Employee completed telework training on _____ (date).

9. **OPTIONAL** The following equipment has been issued to the employee and documented by the agency:

Equipment	Description	Issue Date	Serial Number	DOJ Property Tag #	Return Date
Computer					
Telephone					
Other					
Other					
Other					

10. All timekeeping, leave, performance requirements, and special pay approvals are the same as for the traditional worksite.

11. Provided the employee is given at least 24 hours advance notice, the employee agrees to allow the supervisor or a designee, to inspect the telework location during the employee's normal working hours. This is to ensure worksite conformance with these guidelines.

Terms of Agreement		
12.	The employee agrees to immediately notify the supervisor of any work-related accident, injury, or illness occurring at the telework location and timely submit completed Occupational Injury/Illness Forms, as appropriate.	
13.	The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's telework location, except to the extent the Government is held liable by Federal Tort Claims Act.	
14.	The Government will not be responsible for operating costs, home maintenance, or any other incidental costs whatsoever, associated with the use of the employee's residence. While teleworking, the employee is entitled to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.	
15.	The employee will apply approved safeguards when teleworking to protect Government/agency records from unauthorized disclosure or damage, and comply with all agency and component policies and regulations regarding classified, unclassified and other sensitive information.	
16.	The employee may voluntarily terminate a telework agreement at any time. Supervisors may remove the employee from a telework agreement in accordance with DOJ telework policies, established administrative procedures, and union negotiated agreements. _____ (initial)	
17.	The employee agrees to limit performance of assigned duties to the approved telework location. Failure to comply with this provision may result in termination of the telework agreement and appropriate disciplinary action.	
18.	The employee agrees that he or she may be required to telework outside of his or her normal telework schedule in the case of a temporary emergency situation (e.g., worksite closure, authorized early dismissal, authorized delayed arrival, declaration of COOP status).	
19.	The employee certifies that adequate dependent care arrangements are in place and will not interfere with the employee's ability to telework.	
Safety Checklist for Telework Locations		
The following checklist is designed to help you assess the overall safety of telework locations. Each participant should read the safety checklist provided below and certify that all telework locations are in compliance with all listed safety criteria.		
Safety Feature	Yes	No
1. Is the space free of indoor air quality hazards such as asbestos and mold?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the work space equipped with fire, smoke, and carbon monoxide detectors?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are stairways and walkways nonslip and free of obstructions and trip hazards?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is all electrical equipment free of recognized hazards that would cause physical harm?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are all areas free of obstructions to permit visibility and movement?	<input type="checkbox"/>	<input type="checkbox"/>
I hereby agree to the telework Terms of Agreement and certify that my telework location is in compliance with all listed safety criteria.		
Employee's signature:		Date:
Part 3: Immediate Supervisor's Review		
<input type="checkbox"/>	Approval	
<input type="checkbox"/>	Approval with modification (please describe):	
<input type="checkbox"/>	Disapproval (state reason):	
Supervisor's signature:		Date:

Distribution of Copies

Original – Approving Official

Copy – Employee

Copy – Human Resources

APPENDIX C: REMOTE WORK AGREEMENT

The remote work agreement below is a basic template that can be tailored to match a component's needs. Generally, a remote work agreement should include the following, but not be limited to:

- A listing of the Department's and component's policies on remote work, including any applicable collective bargaining agreement, and a signature indicating an understanding and agreement to abide by those policies;
- A listing of remote work schedules;
- Technology or GFE used to facilitate the remote work;
- A self-certified safety checklist (reference Appendix F); and
- Any other policy, provision, or aspect of the agreement that the organization, the manager, or the employee feels should be put in writing.

DOJ REMOTE WORK AGREEMENT

Part 1: General Information (Please type or print clearly)			
Action Requested:	New <input type="checkbox"/>	Change <input type="checkbox"/>	Termination <input type="checkbox"/> Date of Request _____
Employee Information			
Employee Name _____		Component/Division _____ Office _____	
() _____	() _____	() _____	() _____
Work Mobile Phone _____	Employee Home/Mobile Phone _____	Alternate Home Phone _____	Alternate Mobile Phone _____
Supervisor's Name and Title _____			
Part 2: Remote Work Agreement			
<i>The following constitutes an agreement on the terms and conditions of the remote work arrangement between the employee and the Department of Justice.</i>			
Approved Remote Work Specifics			
<i>Select one option:</i>			
Employee initiated request (please see attached) <input type="checkbox"/> Management initiated or advertised as remote <input type="checkbox"/> Proposed Start Date: _____ Address and location of Official Worksite (include City, State, and zip code*): _____			
<input type="checkbox"/>	Management (determined by the component - e.g., supervisor/manger) has completed a cost benefit analysis as it pertains to this request.		
*Note: The official worksite location is used to determine pay (e.g., locality pay), RIF competitive area, travel reimbursement, and/or unemployment compensation. Any travel related expenses shall be processed in accordance with agency and Component specific policy and guidance.			

Terms of Agreement

1. Remote work is not an employee right or entitlement. The employee volunteers to telework and agrees to adhere to all laws, regulations, and policies. The Department concurs with employee participation and agrees to adhere to all laws, regulations, and policies.

2. The employee agrees to participate for a period beginning: _____ and ending on (if date is known) : _____ or upon termination of the agreement.

3. The supervisor and employee have agreed to a set a work schedule, including core hours of work for the remote work location.

4. Employee's traditional worksite
(Generally, the Component's home/regional office address)

Street Address

City, State

Zip Code

Supervisor contact information:

Phone Number

For more information, please refer to telework.gov, DOJ Agency, and component specific telework and remote work guidance.

5. If applicable, include/attach documentation related to the request for remote work or termination of this agreement.

6. Employee has completed the self-certified safety checklist for remote locations. Employee and supervisor have discussed requirements for an adequate and safe work area and the employee certifies that approved remote work location meet those requirements.

7. Employee completed telework/remote work training on _____(date).

8. **OPTIONAL** The following equipment has been issued to the employee and documented by the agency:

Equipment	Description	Issue Date	Serial Number	DOJ Property Tag #	Return Date
Computer					
Telephone					
Other					
Other					
Other					

9. Assignments and Communication: The supervisor and the employee have communicated regarding work assignment clarification related to remote worksite, agreements on office communication, checking voice mail and email, and contacting the supervisor.

10. All timekeeping, leave, performance requirements, and special pay approvals have been verified by the supervisor. Employee understands that his or her pay may change based on the location of the remote worksite.

Terms of Agreement		
11.	The employee agrees to immediately notify the supervisor of any work-related accident, injury, or illness occurring at the remote location and timely submit completed Occupational Injury/Illness Forms, as appropriate.	
12.	The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's remote work location, except to the extent the Government is held liable by Federal Tort Claims Act.	
13.	The Government will not be responsible for operating costs, home maintenance, or any other incidental costs whatsoever, associated with the use of the employee's residence. While on remote work, the employee may be entitled to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.	
14.	The employee will apply approved safeguards when teleworking to protect Government/agency records from unauthorized disclosure or damage, and comply with all agency and component policies and regulations regarding classified, unclassified and other sensitive information.	
15.	The employees must follow agency or component guidance when requesting to terminate a remote work agreement. Supervisors may remove the employee from a remote agreement in accordance with DOJ telework and remote work policies, established administrative procedures, and union negotiated agreements. _____(initial)	
16.	The employee agrees to limit performance of assigned duties to the approved remote work location. Failure to comply with this provision may result in termination of the remote work agreement and appropriate disciplinary action.	
17.	The employee agrees that he or she may be required to work outside of his or her normal remote work schedule in the case of a temporary emergency situation (e.g., worksite closure, authorized early dismissal, authorized delayed arrival, declaration of COOP status).	
18.	The employee certifies that adequate dependent care arrangements are in place, and will not interfere with the employee's ability for remote work.	
Safety Checklist for Remote Work Locations		
The following checklist is designed to help you assess the overall safety of the remote work location. Each participant should read the safety checklist provided below and certify that the remote work location is in compliance with all listed safety criteria.		
Safety Feature	Yes	No
1. Is the space free of indoor air quality hazards such as asbestos and mold?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the work space equipped with fire, smoke, and carbon monoxide detectors?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are stairways and walkways nonslip and free of obstructions and trip hazards?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is all electrical equipment free of recognized hazards that would cause physical harm?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are all areas free of obstructions to permit visibility and movement?	<input type="checkbox"/>	<input type="checkbox"/>
I hereby agree to the remote work Terms of Agreement and certify that my remote work location is in compliance with all listed safety criteria.		
Employee's signature:		Date:
Part 3: Immediate Supervisor's Review		
<input type="checkbox"/>	Approval	
<input type="checkbox"/>	Approval with modification (please describe):	
<input type="checkbox"/>	Disapproval (state reason):	
Supervisor's signature:		Date:

Distribution of Copies

Original – Approving Official

Copy – Employee

Copy – Human Resources

Appendix D: 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 check list 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.	
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 employee has been given and signed the Safety Checklist, 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 for the telework site below, as applicable:

Item	Yes	No
Computer:		
Docking Station:		
Printer:		
Monitor(s):		
Keyboard:		
Mouse:		
Other Item 1:		
Other Item 2:		

Appendix E: Remote Worker 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 check list items are 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.	
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).	
7. Telework training completed.	

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

Item	Yes	No
Computer:		
Docking Station:		
Printer:		
Monitor(s):		
Keyboard:		
Mouse:		
Other Item 1:		
Other Item 2:		

APPENDIX F: EMPLOYEE SELF-CERTIFIED SAFETY CHECK LIST

DOJ Telework and Remote Work Safety Self-Certified Home Workspace Checklist

Employees wishing to be approved for telework or remote work must use the following checklist to assist them in a survey of the overall safety and adequacy of their telework site. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

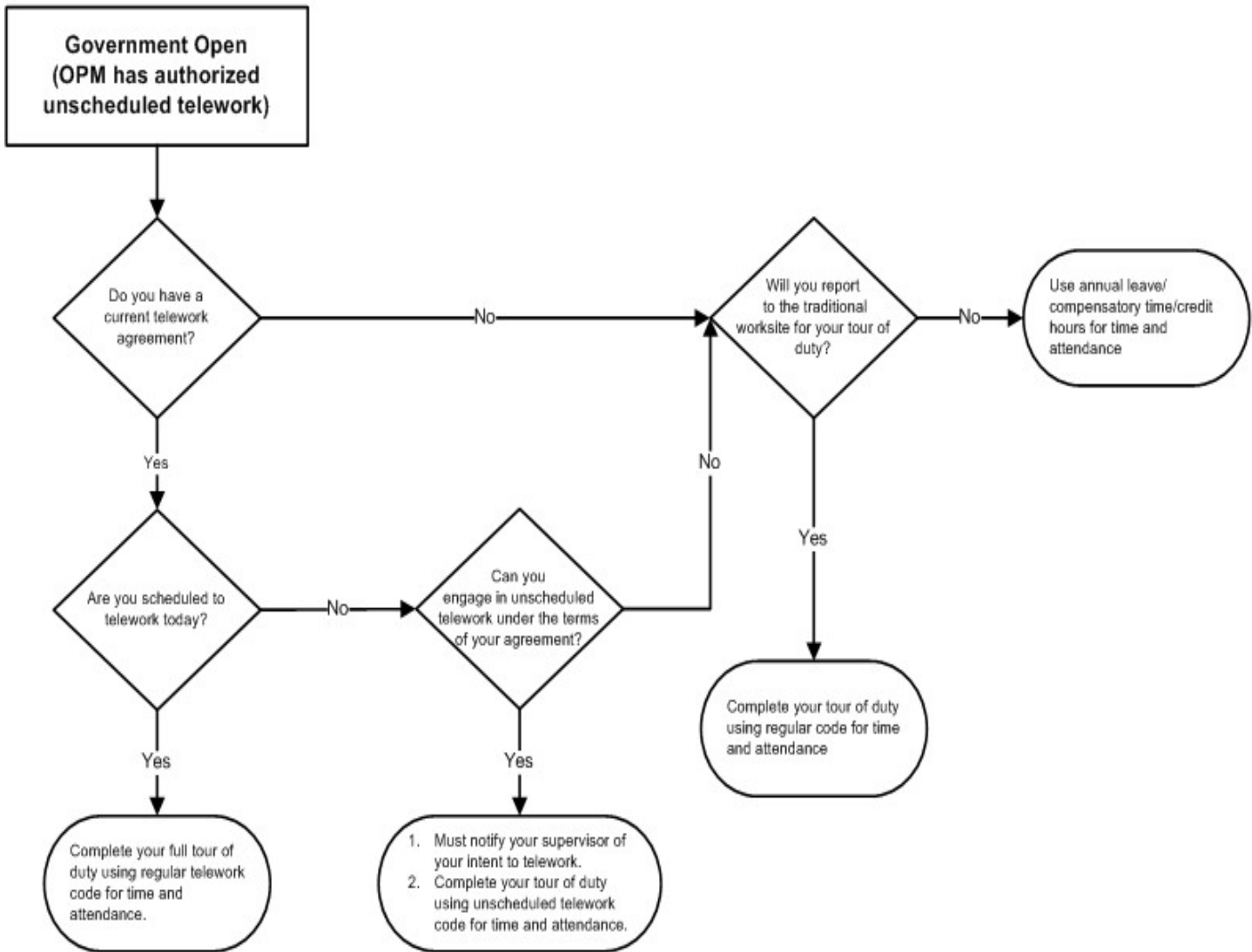
- Practice a fire evacuation plan for use in the event of an emergency.
- Check your smoke detectors regularly and replace batteries once a year.
- Always have a working fire extinguisher conveniently located in your home and check the charge regularly.
- Computers can be heavy. Always place them on sturdy, level, well maintained furniture.
- Use sturdy office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
- Locate your computer to eliminate noticeable glare from windows and lighting. Place the computer monitor at height that is comfortable and does not require neck or back strain.
- Locate computer keyboards at heights that do not require wrist strain or place the keyboard on an adjustable surface.
- Install sufficient lighting in locations that reduce glare at the work surface.
- Arrange file cabinets so that open drawers do not block aisles or walkways.
- Be sure to leave aisle and clear walkway space where possible to reduce tripping hazards.
- Always make sure electrical equipment is connected to grounded outlets.
- Avoid fire hazards by never overloading electrical circuits.
- Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause tripping hazards in your workspace.
- Locate computers, phones and other electrical equipment in a manner that keeps power cords out of walkways.
- Always power down computers after the workday is over and always turn off all electrical equipment during thunderstorms.
- Keep your work area clean and avoid clutter, which can cause fire and tripping hazards.
- Do not allow non-government employees to operate or repair government owned equipment.
- Always keep government files and information in a secure place and do not advertise your home office to strangers.
- Always use proper lifting techniques when moving or lifting heavy equipment and furniture.
- Always report accidents and injuries immediately to your supervisor.

Employee's Signature Date (mm/dd/yyyy)

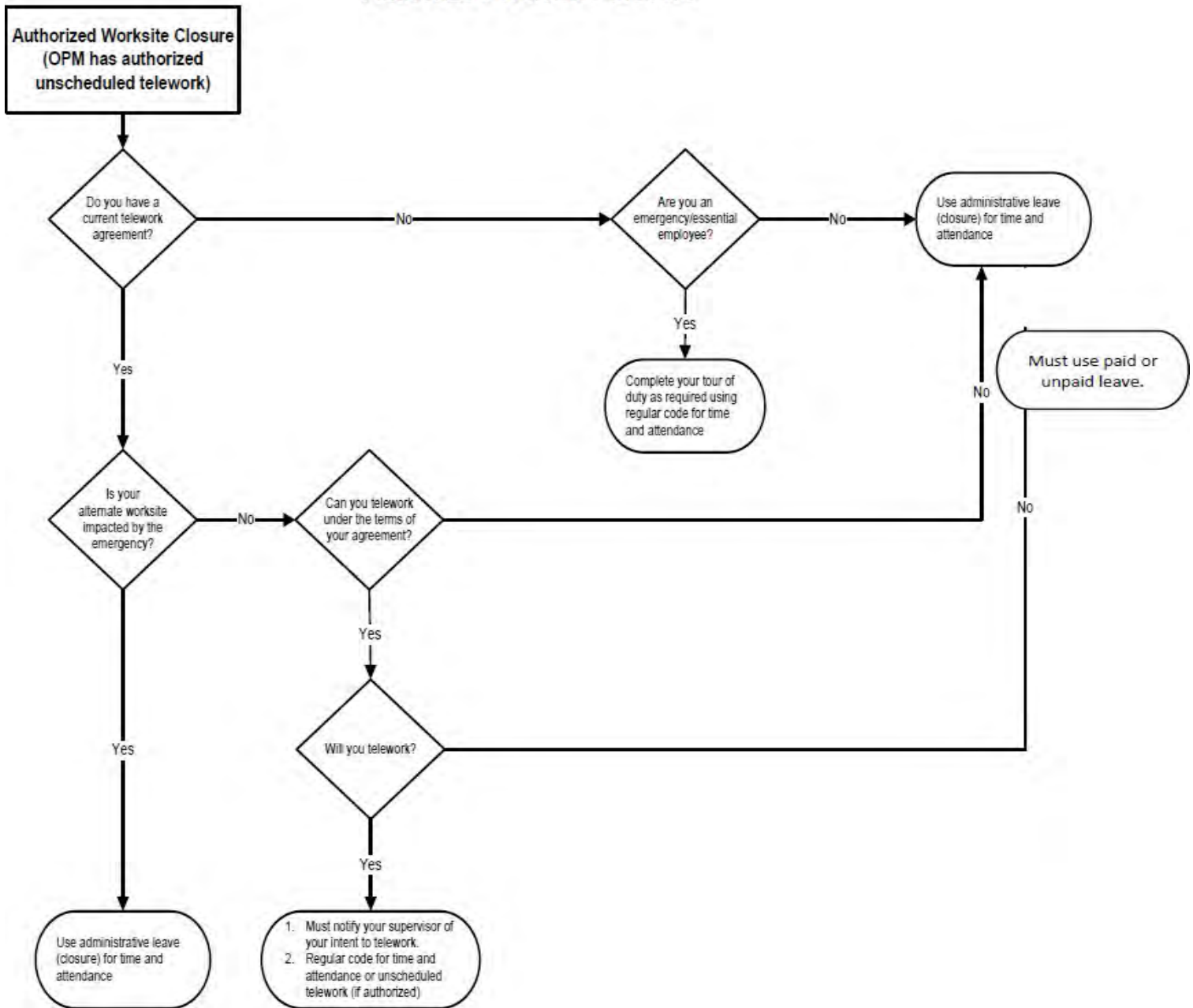
APPENDIX G: TELEWORK PROCESS FLOWCHARTS

Government Open (Authorized Unscheduled Telework)

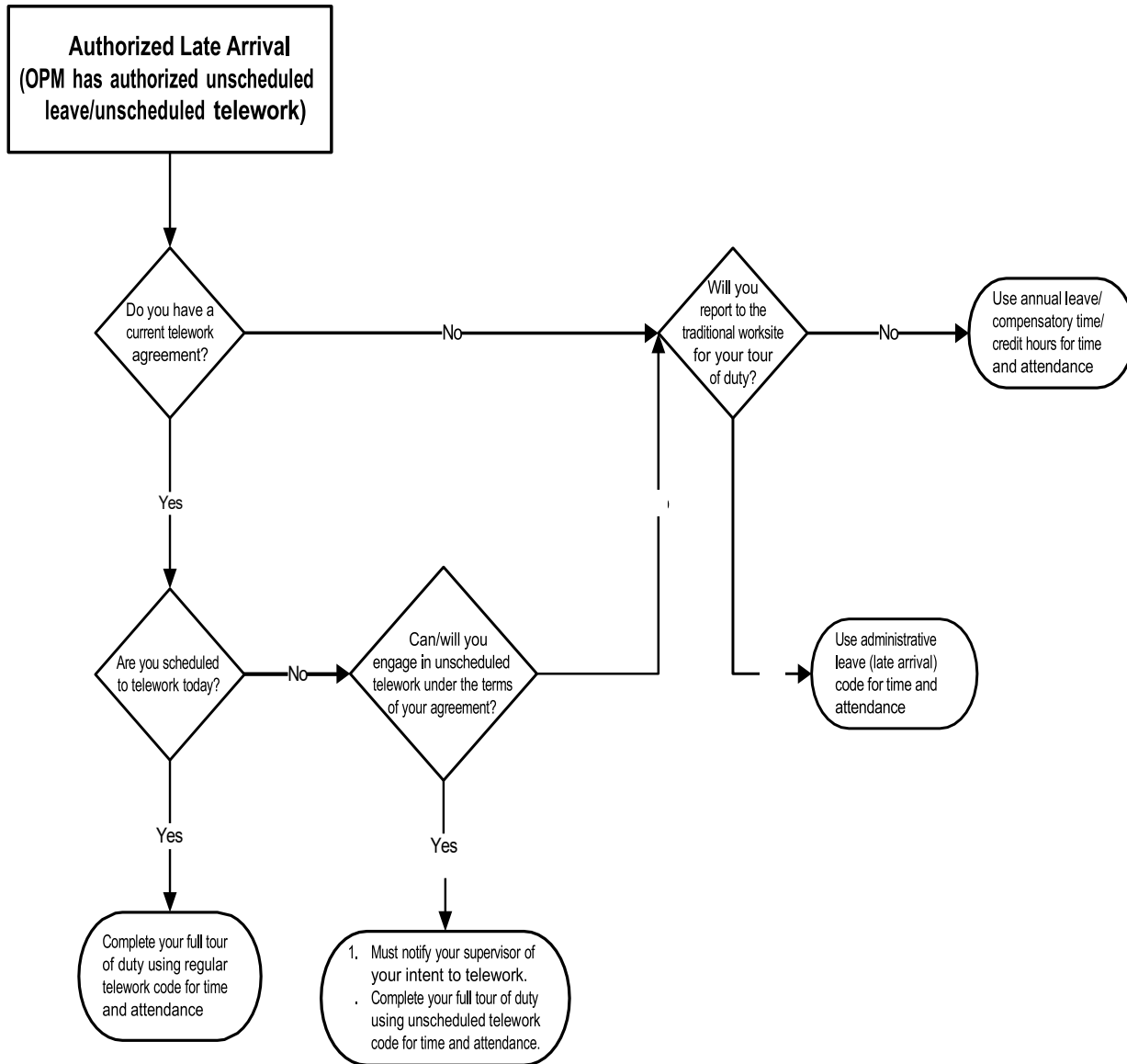
Appendix C



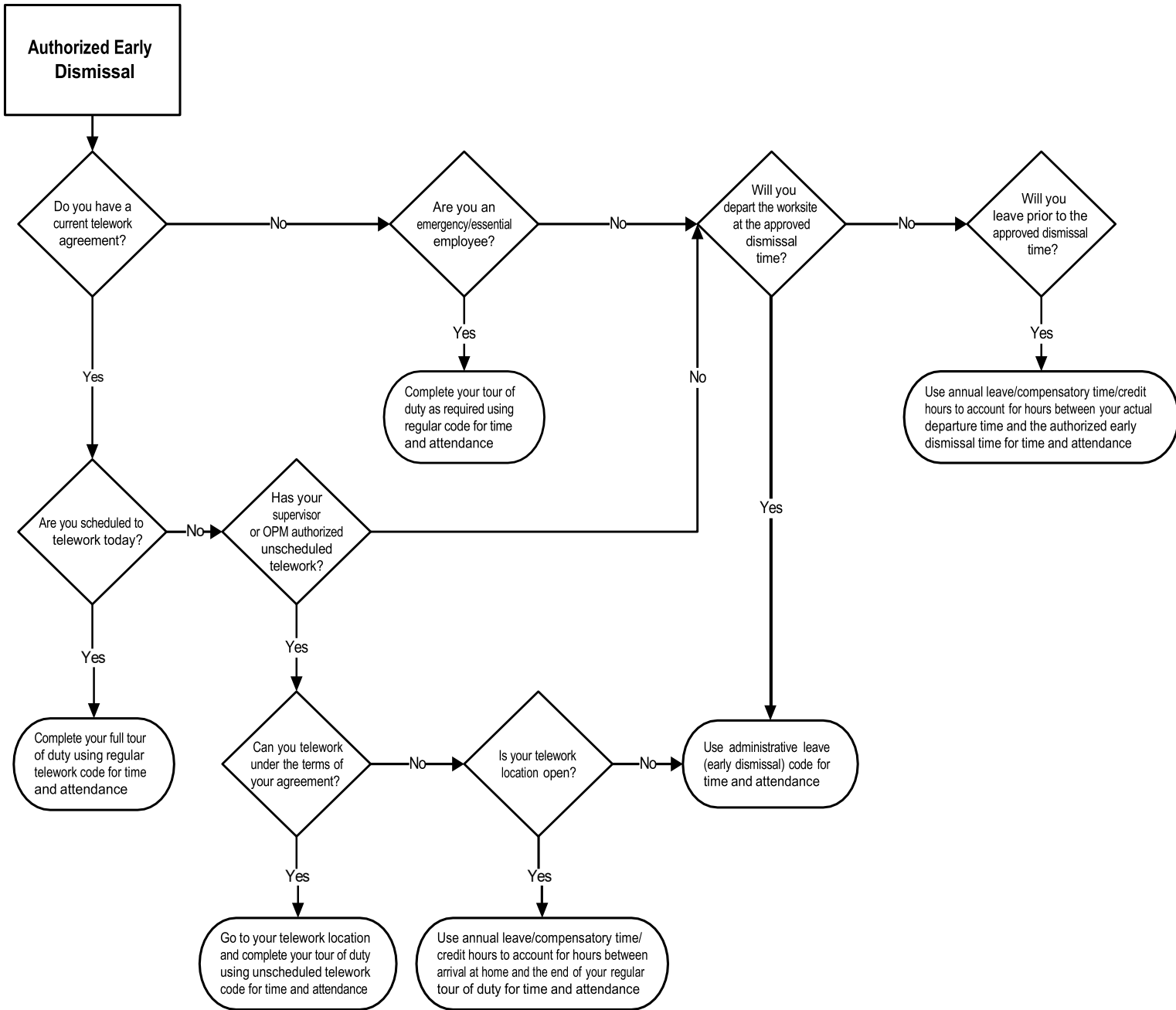
Authorized Worksite Closure



Authorized Late Arrival



Authorized Early Dismissal



Department of Justice
Collective Bargaining Agreement(s) –
Telework Provisions

**DEPARTMENT OF JUSTICE
TELEWORK PROVISIONS FROM
COLLECTIVE BARGAINING AGREEMENTS**

Department of Justice (DOJ) Component	Union	Excerpt of Specific Applicable Collective Bargaining Agreement
Justice Management Division (JMD)	AFSCME, Local 3097	 JMD Telework CBA Provision with cover.ç
Executive Office for Immigration Review (EOIR), Board of Immigration Appeals (BIA)	AFGE, Local 3525	 EOIR - BIA CBA Telework provision wi
Legal Divisions/Office of the Solicitor General	AFSCME, Local 3719	 Lit Div Telework CBA Provision with cover.ç
Office of Justice Programs (OJP)	AFSCME, Local 2830	 OJP CBA Telework Provision with cover.ç
United States Marshals Service (USMS)	AFGE, Local 2272	 USMS Telework CBA Provision with cover.ç
United States Parole Commission (USPC)	AFSCME, Local 2940	 USPC CBA Telework Provision with cover.ç

*This includes DOJ components that have CBAs with telework provisions. Components with bargaining units but no telework provision in their CBA (e.g. BOP) and components without any written CBA (e.g. OVW, COPS) are not included because they do not have telework provisions.

**Negotiated Agreement
between the
U.S. Department of Justice,
Justice Management Division, and
American Federation of State, County
and Municipal Employees, Local 3097**



September 12, 2012

Article 28

Telework

Section 1. General Provisions

(a) Telework is mutually advantageous to the Employer and to employees by allowing the organization to accomplish its work while also providing employees with the opportunity to reduce commuting time and expenses, promote high morale, and increase time with family. The Parties agree that approved Telework arrangements must result in accomplishment of the assigned duties and responsibilities, while not adversely impacting the accomplishment of those duties and responsibilities. The Parties further agree that all provisions of this Article shall be administered fairly and equitably.

(b) Telework will be managed in accordance with this Article; the OPM Guide to Telework in the Federal Government; DOJ Order 1200.1, Part 6; DOJ Policy Statement 1200.01, Telework; the Telework Enhancement Act of 2010; and other applicable laws and regulations.

(c) Telework is voluntary, and an employee can end his or her participation at any time. While the Parties understand telework is not an individual entitlement, the Employer agrees that it will allow and encourage reasonable participation in the program.

(d) Participation in Telework is subject to technology availability and limitations.

(e) The work needs of the organization shall be paramount in supervisory decisions to approve, disapprove or modify individual requests for Telework arrangements. The Employer shall consider approval of Telework applications based upon position compatibility with Telework; and employee eligibility for Telework.

Section 2. Definitions

(a) Telework (also known as flexiplace, flexible workplace or telecommuting) - A work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work for an agreed upon portion of the work week. Telework arrangements may be of short or long term duration. The types of Telework arrangements which may be approved are as follows:

(1) Routine/Regular/Recurring Telework. The employee teleworks on a specific day (or days) each biweekly period, or month under an established work schedule. The Telework arrangement's duration shall be outlined in writing and shall continue subject to the conditions outlined in the signed agreement.

(2) Situational/Ad hoc/Intermittent Telework. The employee teleworks on a specific project or task(s) deemed by the Employer to be portable. Specific dates and times shall be outlined in advance. Approval of Telework on a short term basis shall be used for positions whose overall functions would not otherwise be portable and for which a regular, recurring Telework arrangement is not feasible. As provided for by OPM guidelines, situational Telework includes work-at-home specifically requested during OPM-approved adverse weather events, and other emergencies, as well as special events impacting employees' commutes.

(3) Telework for medical reasons. A Telework arrangement approved for medical reasons when the employee has a medical condition or the employee requests to be allowed to telecommute because of the medical condition of a family member. The employee shall submit adequate medical documentation which provides a diagnosis/prognosis pertaining to the employee or family member, along with any work-related medical restrictions. In the case of a family member's medical condition requiring the employee's presence, the employee shall outline how he or she will be able to accomplish the functions of the position under a Telework arrangement. Short-term (generally four months or less) work at home situations due to temporary medical situations are considered ad hoc telework and shall follow the provisions of this Article. Longer work at home arrangements should be treated as reasonable accommodations, and as such are covered by the Americans with Disabilities Act, as well as other applicable law, rules, and regulations and terms of this Agreement.

(b) Designated Work Area - An area which is set aside for the performance of the employee's official duties. The designated work area must be free from interruptions, and must provide the necessary level of security and protection of Government property.

(c) Duty Time – Telework is duty time and is just like work accomplished in a traditional office. Although Telework may offer some employees more time for their family responsibilities (e.g., through reduced commuting time), in compliance with guidelines from the Office of Personnel Management and the Department of Justice, Telework arrangements cannot be used as a substitute for child care or other dependent care. Employees may not use duty time for any purpose other than official duties.

(d) Official Duty Station: the official duty station of an employee participating in the Telework Program is the employee's JMD designated office. However, when scheduled Telework is close to 100% (the employee is not scheduled to report to the traditional worksite at least twice each biweekly pay period), then the Telework site may be required to be the Duty Station. This type of Telework is called "Remote Work" which is an arrangement in which the employee resides and works at a location beyond the local commuting area of the organization's worksite under a continuing telework arrangement.

(e) Work Schedule - The established guidance on hours of duty (Article 26) apply to employees under Telework. Telework employees may work fixed or alternate work schedules, (such as flexitime, or maxiflex schedules). The employee's tour of duty will be addressed in the Telework Agreement. Employees are expected to perform their duties at the alternate worksite during regular business hours, on the approved work schedule, and to be accessible during those hours to supervisors, customers, and others as needed. Telework employees shall not work overtime or compensatory time unless ordered and approved in advance by his or her supervisor. Because of the requirements for premium pay, Telework schedules may not be available between the hours of 6 p.m. and 6 a.m. or on Sundays and Federal holidays.

(f) Mobile Work: -Work that is accomplished away from the office, but is not Telework. It is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). Such work is not covered by this Article.

Section 3. Determining Position Compatibility

(a) Decisions shall be made on a position by position basis. The supervisor shall determine if the position's regular duties can be performed as efficiently and effectively at an alternate work site, without disruption of office operations; adding to Employer costs; adding to the work of other employees; or hampering the efficiency of other positions with whom the incumbent of the position interacts with or provides support, either within or outside the office. In particular, the supervisor will examine:

(1) the portability of the job functions. Examples of portable work include, but are not necessarily limited to: reading reports; analyzing documents and studies; preparing written letters, memoranda, reports, and other work correspondence; setting up and/or participating in work-related conference calls; and similar tasks which do not necessarily require an employee's presence at the worksite;

(2) the ability to measure the outcome(s) or results of the work performed; and

(3) the impact on the organization of the an employee's absence from the duty site, including office coverage, and the size of the organizational unit.

(b) Determinations shall be made as to the positions compatibility and positions shall be placed in four broad categories:

(1) Regular scheduled telework on 1 or more days per pay period;

(2) Regular scheduled telework once per month;

(3) Telework on an occasional, episodic, ad hoc, or short-term basis; or

(4) Position not compatible with telework.

(c) The Employer is responsible for the final review and approval of position eligibility.

Section 4. Determining Employee Eligibility

(a) The Employer shall consider:

(1) The employee's work history for the characteristics associated with successful performance of work in the absence of direct supervision. The employee shall have a rating of record indicating at least successful performance of his/her duties, and should not be under a performance improvement plan (PIP).

(2) Whether the employee is organized, highly disciplined, and a conscientious self-starter, who has demonstrated dependability in accomplishing work assignments without close supervision, and good time management skills.

(3) If the employee is ineligible based on being officially disciplined for any reason within the past year.

(4) If the employee is ineligible based on being officially disciplined for being absent without permission for more than five (5) workdays in any calendar year.

(5) If the employee is ineligible based on having been disciplined for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties

(b) Other factors may be considered in determining temporary limits on Telework and/or number of days approved. Such factors may include:

(1) training or introduction of new work procedures; and/or

(2) a new employee (or new assignment for a current employee) who needs initial OJT and closer supervision.

(c) The Employer is responsible for the final review and approval of participant eligibility.

Section 5. Employee and Union Notice

(a) An employee shall be informed of the position determination made under Section 3 above:

(1) within twenty (20) workdays of entering a new position; or

(2) within twenty (20) workdays of a change in Telework compatibility status of a position.

(b) An employee shall be informed of their personal eligibility for Telework made under Section 4 above within twenty (20) workdays of entering a new position.

(c) The Union shall be given a list of bargaining unit position determinations under Section 3 (b) above on an annual basis.

Section 6. Employee Requests

(a) Employees who are interested in Telework; and who are in compatible positions (Section 3 above) and are eligible for Telework (Section 4 above); should discuss their interest to Telework with their supervisor. The goal is to reach consensus on items such as the number of days and other details found in the DOJ Telework Agreement form.

(b) Employees who reach an oral agreement with their supervisor shall submit the agreed terms in a formal request/agreement to Telework. The request shall be made on a DOJ Telework Agreement form.

(c) If an oral agreement can't be reached on an employee request to telework, he/she may complete and submit a DOJ Telework Agreement form. The supervisor shall mark the form as "recommended for Disapproval", provide a justification, and return to the employee. The employee may grieve this decision under the process in Article 34 (Grievance Procedures).

Section 7. Agreement and Approval Criteria

(a) Alternate worksites shall be within a reasonable commuting distance that allows telecommuters to report to the official duty station upon request and at least two (2) days during a pay period except as a change in duty location is approved and enacted in accordance with DOJ policy and Section 2 (d) above

(b) The supervisor shall establish standards that address time frames by which the employee must respond to telephone calls or e-mails to ensure that the employee's work is accomplished in such a way under the Telework arrangement as to appear no different to the customer and to other JMD staff from how the work is accomplished at the official duty location.

(c) Teleworkers shall be appraised and rated in a manner consistent with the terms of and procedures provided for in Article 13 (Performance Rating and Standards). Performance standards and criteria for teleworkers shall be the same as for similarly-situated non-teleworkers.

(d) For ad hoc Telework, the supervisor shall determine whatever means of status reporting may be required (e.g., informal updates, periodic status reports, etc.).

(e) Employees proposing an alternate worksite, shall certify compliance of the designated work area with all appropriate safety requirements.

(f) Employees should verify the availability of appropriate equipment to do the job at their telework site, e.g., a computer with appropriate processing capability and associated communications hardware and software that are fully compatible with the equipment in use in their office, or any other equipment that is necessary for the performance of their duties. Depending upon the type of work to be performed, the employee may be required to have high-speed Internet access that will accommodate the Employer's remote access system to provide secure access to the Employer's network. Normally, the Employer shall not expend funds for telecommunications or any other additional costs that arise from an employee's use of a home as an alternate work site. However, expenditures may be authorized when requested/approved in advance for necessary expenses such as a phone card for making long-distance calls.

(g) Notwithstanding subsection (e) above, in some circumstances, appropriate government equipment may be provided to employees for authorized telework purposes. The use of government equipment shall be dependent upon:

- (1) budgetary constraints;
- (2) the nature and type of work being performed;
- (3) the availability of such equipment;
- (4) other pending higher priority requests for such equipment; and

(5) the Employer's determination that the assignment of such equipment for Telework will best meet the work needs of the organization. Such loans may be made on a temporary, short term basis, or for longer durations of time, depending upon the nature of the applicable Telework Agreement and upon the Employer's operational needs.

(h) The Employer shall consider the amount of work that is portable, office coverage (e.g., employees on alternate work schedules and the number of employee's telecommuting within the organization on each day), and organizational/mission needs in determining the days an individual may telecommute.

(i) When a choice between two otherwise equally eligible employees must be made, the employee with the longest U.S. Government service shall have preference in schedules, based on the employee's service computation date.

Section 8. Approving Requests

(a) Response Time. Managers shall review and approve or disapprove Telework requests within fifteen (15) workdays of submission of the completed form. Exceptions to this provision will only be granted when a manager is on leave or training and requires additional time to consider the request. In no case should the response time exceed twenty-five (25) workdays.

(b) Telework schedules must be accurately encoded into the NFC system.

Section 9. Protection of Government Records

Employees under Telework arrangements are responsible for ensuring that all Government records used at an alternate work site are safeguarded against unauthorized disclosure or damage, and shall comply with all laws, rules, and regulations governing classified, law enforcement sensitive, and privacy act protected information.

Section 10. Termination of Telework Arrangements

(a) An employee may terminate his/her participation in such an agreement at any time, after proper notification to the supervisor.

(b) Management has the right to end a Telework arrangement at any time prior to the conclusion of an agreement period if the employee's performance declines; if the employee does not conform to the agreed upon arrangements; if the employee's off site work adversely affects the work of staff remaining in the office; or if the arrangement fails to meet organizational needs.

(c) Normally, employees shall be given two weeks advance written notice before management's termination of a Telework agreement. Such notice shall include the reasons for the decision. The notice shall also inform the employee of his/her right to grieve such termination under the terms of Article 34 (Grievance Procedure) of this Agreement.

(d) Telework arrangements may be temporarily suspended by the supervisor for the reasons cited below, normally after the two (2) week written notification provided for in subsection (c) above unless the exigency of the public business does not allow sufficient time to notify the employee in writing. Telework may be temporarily suspended for the following reasons:

- (1) to fulfill official travel requirements;
- (2) to fulfill training requirements;
- (3) to enable the employee to substitute as an acting supervisor;
- (4) to attend essential meetings, conferences, etc.;
- (5) to fulfill critical project requirements that require the individual's presence at the official duty station or alternative duty station;
- (6) to cover for absences during heavy vacation periods; and
- (7) for other mission critical office needs.

(e) Written notices to suspend telework arrangements under the terms of subsection (d) will provide the employee with the reasons necessitating the temporary suspension.

Section 11. Training

(a) Pursuant to DOJ Policy Statement 1200.01 (Telework), JMD Human Resources will develop and provide interested employees with an interactive telework training program. Such training will be equivalent in nature to the online telework training offered by OPM. In the absence of any available Departmental telework training program, the Employer shall post notice on its Intranet, and/or on the Internet, of the availability of OPM's online training course. The posting shall also include a hot link to the applicable online training site.

(b) Employees shall be given administrative time of up to four (4) hours to participate in OPM's online telework training course or in such equivalent training as the Employer is able to provide.

(c) Employees must have completed such training prior to signing their Telework agreement.

Section 12. Operational Issues

(a) If an employee is unable to perform his or her official duties at the alternate work site because of equipment failure or malfunction or for other reasons beyond the employee's control

that result in computer equipment or telephones being inoperable (such as power or telephone service outages), the employee shall notify the appropriate supervisory official immediately upon discovery of the problem. An employee unable to perform his or her official duties at an alternate work site, may be required to take leave or report to the official duty station to fulfill required duty hours for that day. In such a case, the supervisory official may treat the employee's transportation time to the official duty station as official time.

(b) Supervisors may cancel an employee's Telework day for a pay period. When there is holiday or other reason why a Telework day is not granted, an alternate day is not automatic. An alternate Telework day may be granted for that pay period only with written supervisory approval.

(c) Employees shall report to the office on a scheduled Telework day, if the supervisor so directs it, based on the work needs of the office.

(d) Employees who are scheduled to Telework on a day the traditional worksite is closed or subject to an early closure or delayed arrival, shall work their full schedule. An exception would be a power outage or other event that would prevent the employee from working as scheduled.

(e) The employee shall permit the Employer to inspect the alternative work site during the employee's normal working hours. The purpose of such inspections is to ensure conformance with key provisions of the Telework Agreement, especially the implementation of accepted safety standards, care of any government equipment, and/or the provisions of Section 9 (Protection of Government Records) above. The necessity of such inspections shall be determined by management on a case-by-case basis. Employees shall normally receive no less than forty-eight (48) hours advance notice. When such inspections are to be held, the employee may request that a Union representative be present. The Parties understand that, except under exceptional circumstances, inspections will be done by officials with the appropriate qualifications to certify compliance with recognized requirements.

Section 13. Employer's Rights

The Parties recognize and agree that the Employer has the sole discretion and authority to determine which occupational series are eligible for Telework arrangements.

Section 14. Employee's Rights

With regard to the terms of this Article, employees retain all grievance and complaint rights as provided for in Articles 34 (Grievance Procedures) and 11 (Equal Employment Opportunity). While the Parties acknowledge that the Employer retains all of its rights to approve or disapprove employee participation in Telework, they also acknowledge that employees may grieve or file a complaint regarding any procedural violations of this Agreement, or of applicable law, policy or regulation regarding the Employer's administration of its Telework program.



AGREEMENT

between the

BOARD OF IMMIGRATION APPEALS
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
UNITED STATES DEPARTMENT OF JUSTICE

and

LOCAL 3525
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO



Local 3525

ARTICLE 30
NOTIFICATION OF SPECIAL WORK OPPORTUNITIES

Where there is a special work opportunity and Management has determined there may be more than one qualified employee to perform the assignment, Management will solicit volunteers for that work opportunity, unless due to a short deadline such solicitation cannot be accomplished. The ultimate decision as to which employee will be assigned to the work opportunity is Management's. It is understood that Management can direct and assign the work opportunity to an employee who did not volunteer. Upon request, Management shall provide the basis for the decision to an employee who volunteered or to the Union.

ARTICLE 31
LABOR-MANAGEMENT COMMITTEES

Management will meet bi-weekly with the Union president (or designee) and one other Union representative to discuss anticipated Management-initiated changes to terms and conditions of employment for bargaining unit employees and other issues affecting bargaining unit employees. Management and the Union will work together to establish a cooperative labor-management process for sharing information and considering changes to existing policies and procedures as well as new policies and procedures.

The Labor-Management Committee may establish sub-committees or task forces, of equal numbers from each party, when the Committee determines it would be helpful to the furtherance of good labor-management relations. Either party may invite a subject matter expert to participate in the sub-committee or task force.

ARTICLE 32
FLEXIPLACE

32.1 This Article establishes a Pilot Program to test the effectiveness of a flexiplace program at the Board of Immigration Appeals, in order to determine the feasibility of establishing a program on a permanent basis.

32.2 Unless specifically changed by the terms of this Article, all other terms and conditions of employment will affect employees participating in this Pilot Program to the same extent as other members of the bargaining unit.

32.3 The Pilot Program will last 12 months from the implementation date of this Agreement. At the end of the 12 months, the Parties will have 90 days to analyze the Pilot Program, and the Parties will negotiate over whether to continue, terminate, or modify the program. During the negotiation period the Pilot Program will remain in effect.

32.4 A key component of this Pilot Program is a comprehensive evaluation of the program's

effectiveness. The standard for determining whether to continue the flexiplace program will be a "demonstrable benefit to the agency." Criteria for judging the effectiveness of the program will include the impact of the program on performance of the organization's mission; productivity of the organization; employee leave usage; supervisory assessment of the program; employee assessment of the program; and overall cost.

32.5 Data gathered from the evaluation, including the raw data collected by Management, will be shared with the Union and will be used by the Parties in evaluating the program. Such data should be shared with the Union as it is collected by Management.

32.6 Eligibility: The following criteria will be used in determining eligibility for participation in the Pilot Program:

- a. The employee's duties must be portable;
- b. The employee's most recent summary rating must be Outstanding;
- c. The employee must have year of experience in his or her position at the Board;
- d. Up to 15% of the bargaining unit attorneys at the Board may participate in the Pilot Program. Attorney-advisors currently working under a flexiplace arrangement will remain working under those arrangements during the Pilot Program, but are subject to the 15% limit. At the conclusion of the Pilot Program, all employees will be subject to the same conditions for participating in any flexiplace program. If total attorney-advisor interest in participating in the Pilot Program exceeds 15%, the eligibility of those attorney-advisors not currently in a flexiplace arrangement will be determined by seniority (as defined elsewhere in this Agreement);
- e. Up to 15% of the non-attorneys may also participate in the program, if it is established that the jobs in question are portable.

32.7 Conditions: The following are conditions for those participating in the Pilot Program:

- a. Employees participating in the Pilot Program agree to adhere to the "Agreement Governing Removal of Records of Proceedings from BIA Offices" distributed by the Chairman on April 15, 1996;
- b. Employees participating in the Pilot Program will sign a flexiplace work agreement prior to commencing work at home;
- c. Employees participating in the Pilot Program must be available by telephone during duty hours;

- d Employees participating in the Pilot Program may not use flexiplace as a substitute for child or elder care;
- e The employee must be available in the office at the need of the Board Members or Board Management, such as for Panel meetings, en banc conferences, and staff meetings;
- f Employees participating in the Pilot Program may not work more than 1 day a week at the flexiplace site, except that, pursuant to No. 6, those currently working under a flexiplace arrangement will remain working under their current arrangements.

32.8 Management reserves the right to terminate the participation in the Pilot Program of an employee who has demonstrated disregard for the security of government records or an employee whose work demonstrably declines while in the Pilot Program.

32.9 Nothing in this Article shall prevent Management, at its sole discretion, from allowing an employee, who demonstrates that he or she has a compelling, temporary need, to work in another type of arrangement involving a flexiplace site.

ARTICLE 33 WORK SPACE PROVISIONS

33.1 GENERAL: Management recognizes that the quality of the workplace has a significant impact on the efficiency of the Board's operations. In any design or redesign of the workplace, Management will focus on improving the quality of the workplace. A quality workplace requires the efficient use of office space and attention to those factors that provide employees adequate space to do their respective jobs to the best of their abilities. Space occupied by employees within the bargaining unit shall be arranged and maintained so as to ensure a quality workplace.

Management agrees that work space configurations must conform with applicable safety, fire and health codes.

When a space change is to occur that will have an impact on bargaining unit employees, Management will notify the Union before a final decision is rendered on the proposed change. Upon request, Management will consult with the Union on all aspects of the proposed changes, including the blue prints and such issues as size; design; location of offices and work stations; access to windows; common use space (e.g., break rooms, conference rooms); furniture; carpeting; paint; lighting; location of common use equipment; and storage or file space.

Management shall allocate workspace of bargaining unit employees in such a way as to set order of preference in accordance with an employee's seniority status, as defined in section 33.3 of this Article, within the employee's panel for the attorneys, paralegals, and legal technicians who support the attorney panels. The parties recognize that, if Management acquires suitable space, it may

U.S. Department of Justice
Washington, D.C.

**Collective Bargaining Agreement
Between the
Legal Divisions/Office of the
Solicitor General
Department of Justice
and the
American Federation of State,
County and Municipal Employees,
Local 3719, AFL-CIO**

March 2002

Article 1

Parties to the Agreement, Recognition and Definition of Unit

Section A. Parties to the Agreement

The parties to this Agreement are the Legal Divisions/Office of the Solicitor General of the Department of Justice (hereinafter known as the "Employer") and the American Federation of State, County and Municipal Employees, Local 3719, AFL-CIO (hereinafter known as the "Union").

Section B. Unit of Recognition

The unit of recognition covered by this Agreement is that unit certified by the Federal Labor Relations Authority in Case No. 3-RO-00017. The Employer recognizes Local 3719 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative of all employees (hereinafter sometimes referred to as "employees" or "bargaining unit employee(s)") in the bargaining unit as defined below. The Union recognizes that it is responsible for representing the interests of all such bargaining unit employees, with respect to grievances, personnel policies, practices, or matters affecting their general working conditions without discrimination and without regard to Union membership and in accordance with applicable laws.

Section C. Definition of Unit

The Federal Labor Relations Authority has certified the Union as the exclusive representative of the bargaining unit comprised of: All nonprofessional employees employed by the U.S. Department of Justice in the Washington, D.C. metropolitan area in the Office of the Solicitor General, Antitrust Division, Civil Division, Civil Rights Division, Tax

Division, and the Environment and Natural Resources Division, but excluding all professional employees, management officials, supervisors, temporary employees of 90 days or less, and employees described in 5 U.S.C. 7112 (b) (2) (3) (4) (6) and (7), temporary employees under stay-in-school and student programs, and law students on temporary appointment.

Section D. Coverage of the Agreement

This Agreement covers only those positions included in the bargaining unit. Where the term "employee" or "employees" is used, it is understood that it includes bargaining unit employees.

Article 32

Flexiplace

Section A. General Provisions

The Department of Justice makes a variety of worklife options potentially available to its employees. A single form, the Department of Justice Flexible Work Option Request Form, has been instituted to ensure that employees have a formal, consistent mechanism for requesting flexibility. Managers will give full and thoughtful consideration to employee requests.

Section B. Definitions

1. Flexiplace, also known as flexible workplace or telecommuting, refers to paid employment away from the workplace or at home for an agreed upon portion of the workweek. Flexiplace arrangements may be of short or long term duration.
2. Duty time. Although flexiplace may offer some employees more time for their family responsibilities (i.e., through reduced commuting time), in compliance with guidelines from the Office of Personnel Management, flexiplace arrangements can not be used as a substitute for child care or other dependent care. Employees may not use duty time for any purpose other than official duties.
3. Designated work area. A designated work area at an alternate work site is a single area, either a room or a portion of a room, that is set aside for the performance of the employee's official duties. The designated work area must be free from interruptions, and must provide the necessary level of security and protection for Government property.

Section C. Criteria and Conditions for Approval

1. Flexiplace is not an entitlement. The work needs of the organization will be paramount in supervisory decisions to approve, disapprove, or modify individual requests for Flexiplace arrangements. Decisions will be made on a case by case basis, with a focus on the portability of the employee's duties; the impact that the proposed arrangement will have on the efficient operation of the organization; and the employee's work history. See addendum.
2. The initial step in reviewing a Flexiplace request will be an examination of the nature and specific requirements of the employee's work. In order for a request to receive consideration, the supervisor must first determine that the employee's regular duties can be performed as efficiently and effectively at an alternate work site, without disrupting office operations; adding to agency costs; adding to the work of other employees; or hampering the efficiency of others with whom the individual interacts or provides support, either within or outside the office. In this regard, the supervisor will carefully consider how the employee is proposing in his/her Flexiplace request to sustain or enhance the employee's and the organization's ability to get the job done.
3. If the supervisor determines that the duties of an employee's position are suitable for performance at an alternate work site, as discussed above, the supervisor will then assess the employee's work history for the characteristics associated with successful performance of work in the absence of direct supervision. The employee should be an organized, highly disciplined, and conscientious self-starter, who has demonstrated dependability in accomplishing work assignments without close supervision, and good time management skills. Employees must also be willing to report to the office on a scheduled Flexiplace day, if the supervisor so directs it, based on the work needs of the office.

Individuals who are on leave restrictions; who have been counseled or disciplined for leave or conduct problems within the preceding year; or who have received less than a "fully successful" (or equivalent) rating on the employee's most recent performance appraisal, are ineligible to participate in Flexiplace arrangements.

4. Upon request, the Employer will provide interested employees with a listing of GSA-approved telecommuting centers in the vicinity of the employee's home. The Employer will determine if use of a telecommuting center is a cost effective method of performing work by an employee who has met all of the criteria for participation in a Flexiplace program.
5. Employees proposing an alternate work site other than an approved telecommuting center or other government office must certify compliance of the designated work area with all appropriate safety requirements, and must present an acceptable plan for eliminating personal distractions, including specific arrangements for dependent care if applicable. The employee agrees to permit the employer to inspect the alternative work site during the employee's normal working hours to ensure conformance with safety standards and/or provisions of Section E concerning the protection of government records. Necessity of inspection will be determined on a case-by-case basis by management. Employees will normally receive a minimum of 24 hours of advance notice. Additional inspections will occur only for cause, for example, accidents in the designated work area, employee relocation, or potential security violations. The parties understand that, normally, inspections will be done by officials with the appropriate qualifications to certify compliance with safety and/or security requirements.
6. Approved participants must have appropriate equipment to do their job, e.g., a computer with appropriate processing capability and associated communications hardware and software that are

fully compatible with the equipment in use in their office, or any other equipment that is necessary for the performance of their duties. Appropriate surplus/loaner equipment may be provided on a temporary, short term basis in some circumstances dependent upon: (1) the availability of such surplus/loaner equipment; (2) other pending priority requests for such equipment; and (3) a management determination that the temporary assignment of this equipment to an employee for a short term flexiplace arrangement will best meet the work needs of the organization. The employer will not expend funds for telecommunications or any other additional costs that arise from an employee's use of a home as an alternate work site.

7. Normally, employees on Flexiplace arrangements are expected to perform their duties at the alternate work site during regular business hours, and to be accessible during those hours to supervisors, and others as needed. In accordance with applicable law, rules and regulations and Article 17, Section C, overtime must be ordered and approved in advance, in order for the employee to be compensated. Because of the requirements for premium pay, Flexiplace schedules are not available in the Legal Divisions/Office of the Solicitor General between the hours of 6pm and 6am or on Sundays and federal holidays.

Section D. Procedures for Making and Approving Requests

1. Employees wishing to request Flexiplace/telecommuting must fully address all information requirements on the DOJ Flexible Work Option Request Form. This form may be obtained from their supervisor or Executive Office and is incorporated by reference herein.
2. If a request is approved, the employee must sign a Flexiplace agreement in a manner specified by the Employer which sets forth the terms, conditions, and duration of participation.

Management may waive the requirement for a written agreement if the Flexiplace arrangement is of short duration, i.e., limited to a few days for a specific project approved by the supervisor. Notwithstanding such informal arrangements, appropriate measures to ensure the government against liability must be taken.

3. If an employee is engaged in a grievance or appeal relating to his/her work history at the time a Flexiplace request is made, the supervisor's decision on the Flexiplace request will be held in abeyance until the grievance or appeal is resolved.

Section E. Protection of Government Records

Employees under Flexiplace arrangements are responsible for ensuring that all government records used at an alternate work site are safeguarded against unauthorized disclosure or damage, and will comply with all laws, rules, and regulations governing classified, law enforcement sensitive, and Privacy Act protected information.

Section F. Termination of Flexiplace Arrangements

1. Management has the right to end a Flexiplace arrangement at any time prior to the conclusion of an agreement period if the employee's performance declines; if the employee does not conform to the agreed upon arrangements; if the employee's off-site work adversely affects the work of the staff remaining in the office; or if the arrangement fails to meet organizational needs.
2. Whenever feasible, employees will be given two weeks advance notice before managements's termination of a Flexiplace agreement. An employee may terminate his/her participation in such an agreement at any time, after proper notification to the supervisor.

Collective Bargaining Agreement



Growing Together



Article 30

Transit Subsidy

Section 1. General Provisions

(a) The Employer has determined that it will provide a commuting subsidy in the form of monthly transit benefits to each eligible employee, as authorized by applicable laws, rules and regulations and subject to available funding. If an employee's actual cost of eligible commuting (not including the cost for parking or for any other related commuting expenses) is less than the maximum monthly benefit amount, she/he will only receive a transit benefit equal to the actual cost of the commute.

(b) An eligible OJP employee for purposes of receiving a transit benefit is either a student volunteer or an individual who is on the paid employment rolls of the Employer during the period for which he/she is seeking a benefit and who will remain on the rolls of the Employer for a sufficient period of time during that month to meet the usage criteria outlined below. In addition, an eligible employee must use mass transportation or a commuter highway vehicle for regular daily commuting in accordance with the provisions outlined below and who does not receive other commuting benefits from any federal agency.

(c) Employees named on a work place motor vehicle parking permit, including employees listed as a member of car pools and van pools that park in spaces subsidized by OJP or any other federal entity, must withdraw their membership in that car pool or van pool before receiving the Employer's transit benefit, in accordance with applicable laws, rules, and regulations. The Employer may establish appropriate systems to communicate with other Federal Parking Coordinators to monitor participation in car pools.

Section 2. Eligibility

In order for an employee to receive a transit benefit, in accordance with applicable laws, rules, and regulations, he/she must:

- (a) apply for the transit benefit, and
- (b) meet all requirements to include commuting the requisite number of days using an eligible mass transportation system or a commuter highway vehicle (including eligible van pools).

Section 3. Other Commuting Systems

If an individual uses a mass transportation system which has been approved by the Employer, but which is not a member of the WMATA Federal MetroPool program, the employee must follow the established procedures in order to be considered for any Employer reimbursement for his/her monthly commuting expenses on the mass transit system.

Section 4. Restrictions on Use

Transit benefits, and any other media to which they are converted, may not be transferred from the recipient to any other individual, including family members. Moreover, transit benefits, and any media to which they are converted, may only be used for commuting to and from work on an eligible mass transportation system. Transit benefits may not be used for personal trips, to pay for parking, or other costs associated with commuting.

Section 5. Replacement of Lost Transit Benefits

If an employee misplaces his/her transit benefit, it will not be replaced by the Employer.

Section 6. Conditions of Termination

Failure to comply with program requirements will result in expulsion from the program and can result in disciplinary action, up to and including removal. The making of a false, fictitious or fraudulent certification may render the maker subject to criminal prosecution under application laws, rules, and regulations, providing for administrative recoveries.

Article 31

Telework

Section 1. General Provisions

(a) Telework is primarily an arrangement established to facilitate the accomplishment of work; although it may be mutually advantageous to OJP and to employees by ensuring the organization accomplishes its mission while also providing employees with the opportunity to reduce commuting time and expenses, promote high morale, and increase time with family. Approved Telework arrangements must result in accomplishment of the assigned duties and responsibilities and must not adversely impact the accomplishment of those duties and responsibilities or the mission.

(b) Telework is voluntary, and an employee can end his or her participation at any time. Participation in Telework is subject to Employer approval, technology availability, and other limitations.

Section 2. Definitions

(a) Telework Site - A location, either in the employee's home or some other location over which the employee has control of the environment, that is set aside for the performance of the employee's official duties. The telework site must be free from hazards and interruptions, and must provide the necessary

level of security and protection of Government information and property.

(b) Regular Worksite – The location from which the employee would perform official duties if not on a telework agreement.

(c) Official Duty Worksite – The official worksite of an employee participating in the Telework Program is the employee’s OJP designated office. However, when an employee is not scheduled to report to the regular worksite at least twice each biweekly pay period, the Telework site may be designated as the employee’s official worksite.

(d) Portable Function – Duties and responsibilities that can be effectively accomplished at the telework site with the assistance of electronic access. These may include, but are not limited to, writing, reviewing and editing, data analysis and management, customer communication via phone and e-mail, etc. Functions that are not portable normally include those that require physical presence and extensive face-to-face contact, require access to material that is not available off-site, and those that involve security issues that prevent the work from being accomplished at an alternative worksite.

(e) Telework Agreement– An agreement between OJP and an employee covering items specific to the employee’s situation such as type of Telework, official work site, Telework site, number of telework days authorized, modes of communication (e.g., email, telephone), and any other requirements determined by OJP in order to grant an employee Telework.

(f) Work Schedule - The existing rules on hours of duty apply to employees under Telework. Teleworkers must observe the same work rules with regard to hours of duty that apply to non-teleworking employees. Employees are expected to perform their duties at the telework site during regular business hours, and to be accessible during those hours to designated management officials, customers, and others as needed. A teleworking employee is not authorized to work overtime, compensatory time, or on weekends, holidays, or other premium pay periods unless ordered and approved in advance by his or her designated management official.

(g) Remote Work – An employee assignment in which the employee’s telework site becomes the official duty worksite. Remote work assignments may be initiated by OJP or requested by an employee and are recognized as a change in conditions of employment under **Article 2, Section 7 Rights and Duties of the Union**. Remote work assignments are designed to retain flexibility to provide a variety of workplace solutions on a case-by-case basis.

(h) Telework - A mutually agreed upon work flexibility arrangement under which employees perform the duties and responsibilities of their positions from a telework site rather than the regular worksite.

The types of Telework arrangements which may be approved are as follows:

(1) Regular Telework - Work performed from the telework site on a routine, regular, and ongoing basis (short term, long term, or both) consistent with the employee’s approved work schedule.

(2) Project-based Telework - Work performed from the telework site on an intermittent basis to complete specific projects or tasks deemed by the Employer to be portable. Project-based Telework may be used for positions whose overall functions would not otherwise be portable and for which regular Telework arrangements are not feasible. It may also be used to address other needs where the flexibility would benefit both the Employer and the employee, as determined and authorized by the Employer.

(3) Medical Telework - Work performed at the telework site to provide flexibility to address a medical condition of the employee or an employee’s family member.

(4) Continuity of Operations – Work performed at the telework site to continue essential functions in an emergency situation.

Section 3. Eligibility

(a) Position Compatibility – Work suitability depends on job content, rather than job title, type of appointment, or work schedule. The Parties recognize and agree that the Employer has the sole discretion and authority to determine which positions are compatible for Telework arrangements.

Compatibility is determined based upon the following criteria:

(1) Portable functions.

(2) The ability to measure the outcomes or results of the work performed.

(3) Negligible impact on the organization and mission accomplishment created by the employee’s absence from the regular worksite. This includes ensuring efficiency and effectiveness of completing the duties at an alternate work site without disruption of office operations, adding to agency costs, adding to the work of other employees, or hampering the efficiency of others with whom the individual interacts or provides support.

(b) Individual Eligibility - Telework is not an entitlement. The work needs of the organization will be paramount in supervisory decisions to approve, disapprove or modify individual requests for Telework arrangements. Subject to the operational needs of the office, employees are eligible to participate in Telework if they meet the following conditions:

- (1) They occupy a position that is compatible with telework.
- (2) Their current work performance and last rating of record are at the "Meets Expectations" or equivalent level or above.
- (3) They are not on leave restriction or have been on leave restriction within the last year.
- (4) They have not been counseled or disciplined for leave or conduct within the preceding year.
- (5) They have not been placed under a performance improvement plan (PIP).
- (6) There are no pending, unresolved issues related to previous work history.
- (7) There are no other exclusions based on applicable laws, rules, and regulations.

(c) Determinations shall be made as to the position's compatibility and positions shall be placed into four broad categories:

- (1) Regular scheduled telework up to five (5) days per pay period;
- (2) Regular scheduled telework once per month;
- (3) Telework on an occasional, episodic, ad hoc, or short-term basis; or
- (4) Position is not compatible with telework.

(d) The Employer is responsible for the final review and approval of position eligibility.

Section 4. Requirements for Participation in Telework

(a) Work Assignments and Performance:

(1) The designated management official and employee must mutually agree upon work that is routinely available to be performed at a telework site and would constitute sufficient work to fill the employee's scheduled tour of duty. Tasks will be identified and attached to the Telework request and agreement form. As determined necessary or appropriate, the employee will meet with the Employer to receive additional assignments and to review completed work.

(2) The designated management official may establish standards that address time frames by which the employees on Telework must respond to telephone calls, e-mails, etc. to ensure that the employee's work is accomplished in such a way under the Telework arrangement as to appear seamless to the customer and to other OJP staff from how the work is accomplished at the regular work site. The Employer may require employees on Telework to maintain written records of work performed while teleworking through email notifications, weekly or biweekly reports, written logs, etc. to his/her designated management official. Telework agreements may be reviewed periodically by the employee and the supervisor.

(3) Employees approved for regular or project based Telework may Telework up to five (5) days per pay period, for an agreed upon portion of the work week, as outlined in the Telework Agreement. The Employer will consider the amount of work that is portable, office coverage (e.g. employees on alternate work schedules and the number of employees telecommuting within the organization on each day), and organizational/mission needs in determining the days an individual may telecommute. Supervisors have the discretion to cancel an employee's Telework day for a pay period for operational needs and may grant an alternate Telework day for that pay period if schedules and operational needs of the Employer permit.

(4) The employee will complete all assigned work, whether working at the telework site or the regular worksite, according to work procedures mutually agreed upon by the employee and the Employer, and according to guidelines and standards stated in the employee's performance plan. The employee must maintain performance at the "Meets Expectations" or equivalent level to continue Teleworking.

(5) The employee may be required to attend meetings, conferences, training, etc. at the regular worksite or other Employer designated location on days or hours normally scheduled for the telework site. In such instances, an alternate telework day(s) may be granted, if schedules and operational needs of the Employer permit. With advanced approval from the Employer, the employee may temporarily change a Telework day within a pay period to accommodate a work or personal need.

(6) The employee must:

- i. Ensure that care for dependents (e.g. young children, elderly loved ones, or loved ones with special needs) is

provided by someone other than themselves while they Telework;

- ii. Timely notify the supervisor of any workplace-related injury or illness;
- iii. Request leave in advance from the supervisor and keep the timekeeper informed of leave usage, in accordance with applicable laws, rules, and regulations, and this Agreement;
- iv. Coordinate absences from the Telework site, including official meetings, to ensure the supervisor can properly account for the Teleworker's whereabouts and attendance. The employee is expected to be either at the regular worksite, the telework site, or Employer designated location during the employee's designated hours of duty, except when on approved leave; and,
- v. Timely notify the supervisor of the desire to voluntarily terminate a Telework agreement.

(7) Telework for medical reasons. A Telework arrangement may be approved for medical reasons when the employee has a medical condition or the employee requests to be allowed to telework because of the medical condition of a family member. The employee shall submit administratively acceptable evidence consistent with applicable laws, rules, and regulations, pertaining to the employee or family member, along with any work-related medical restrictions. An employee seeking telework for medical reasons shall address his/her request to the designated management official. In the case of a family member's medical condition requiring the employee's presence, the employee shall outline how he or she will be able to accomplish the functions of the position under a Telework arrangement. Short-term (generally four months or less) medical telework due to temporary medical situations are considered ad hoc telework and shall follow the provisions of this Article. Longer medical telework arrangements should be treated as reasonable accommodations, and as such are covered by the Americans with Disabilities Act, as well as other applicable law, rules, and regulations and the terms of this Agreement.

(8) A Remote Work assignment (in which the employee's telework site becomes the duty station) for an employee is recognized as a change in conditions of employment under **Article 2, Section 7 Rights and Duties of the Union.**

(b) Facilities

(1) The employee is required to complete the Alternative Worksite Safety Checklist and certify that the telework site is clean, free of obstructions or potential safety hazards, in compliance with all building codes, and free of hazardous materials. The Telework arrangement may be denied,

suspended, or discontinued based on safety problems at the telework site.

(2) If the employee changes the alternate work site (for example if the employee moves to a new home), the employee must immediately notify the responsible management official of the change. The employee must also amend the Telework Request and Agreement form to reflect the new location and document any changes to the Alternate Worksite Safety Checklist. A new form is not normally required if the employee has certified that the telework site meets appropriate standards.

(3) The Employer may periodically inspect the telework site during the employee's normal working hours to ensure proper maintenance of government-owned property, worksite conformance with safety standards, and other required specifications. The Employer will make reasonable attempts to provide 24 hour notice prior to conducting the inspection.

(4) The Employer is not liable for damages to an employee's personal or real property during the course of performance of official duties or while using government-owned equipment in the employee's residence, except to the extent the Government is held liable by applicable laws, rules, and regulations.

(5) The Employer is not responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence. While Teleworking, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by applicable laws, rules, or regulations.

(c) Equipment and Support Services

(1) The use of government-furnished equipment (GFE) is required during a Telework assignment. Upon approval of a Telework Agreement, the Employer will provide GFE as soon as practicable based upon:

- i. the availability of such equipment
- ii. other pending priority requests for such equipment
- iii. a management determination that the assignment of this equipment to an employee for a Telework arrangement to perform the employee's work assignments will best meet the work needs of the organization, and;
- iv. that necessary funds are available to provide appropriate equipment. Employees are not authorized

to use personal computer equipment to access the DOJ/OJP computer network or supplement the GFE.

- v. that unauthorized usage may be subject to appropriate disciplinary action, up to and including removal.

(2) The employee is responsible for protecting the government equipment from all forms of loss or damage. GFE will be serviced and maintained by the government.

(3) Teleworkers shall use GFE for official and authorized purposes only. Family members and friends of employees are not authorized to use GFE and materials. Teleworkers must return GFE to the Employer at the conclusion of the Teleworking arrangement or at the Employer's request.

(d) Injury on the Job. Teleworkers are covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties on the Employer's premises or within the telework site. Any accident or injury occurring must be brought to the immediate attention of the responsible management official.

Section 5. Security and Protection of Government Records

(a) Employees under Telework arrangements are responsible to protect and secure all OJP information, GFE, and Government/Employer property while Teleworking.

(b) Employees shall not take classified documents (hard copy or electronic) to any Telework location.

(c) Employees must also follow applicable laws, rules, and regulations governing sensitive, unclassified data, including Privacy Act or Official Use Only information.

(d) Employees will also comply with all applicable laws, rules, and regulations governing information technology security in order to protect access to Employer electronic information and computer systems.

(e) Employees under Telework arrangements shall consider purchasing a lockable file cabinet to appropriately protect and safeguard office files and materials.

(f) Teleworkers must protect competition sensitive, source selection information, or contractor proprietary data or data otherwise restricted by applicable laws, rules, and regulations.

Section 6. Application and Approval Process

(a) An employee wishing to participate in Telework must fully address all information requirements on the designated request

form, and be willing to comply with all of the terms, conditions, and requirements outlined in the Telework agreement, this Agreement, and applicable laws, rules, and regulations.

(b) An employee must complete, sign and submit the appropriate request and agreement form that will be available to all employees on the OJP portal. The employee must also identify in writing the tasks that can be completed while teleworking and attach this information to the form.

(c) In order for a request to be approved, the designated management official and employee must mutually agree that the identified work is routinely available for accomplishment at an alternative work site and would constitute sufficient work to fill the employee's scheduled tour of duty.

Section 7. Denial or Termination of Telework Arrangements

(a) Telework arrangements may be temporarily suspended by the designated management official for reasons included but not limited to those cited below, normally after the employee is notified in writing. Management reserves the right to suspend a telework agreement prior to notifying an employee in writing when the accomplishment of OJP's mission requires immediate suspension.

- (1) Position incompatibility;
- (2) Employee ineligibility;
- (3) Decline in employee performance;
- (4) Nonconformance with the signed Telework agreement ;
- (5) Adverse impact on the operations of the office;
- (6) The arrangement fails to meet organizational needs and/or hinders mission accomplishments;
- (7) Performance of telework from a location other than an approved telework site;
- (8) Employee misconduct;
- (9) Instances of counseling or imposition of discipline related to leave or conduct;
- (10) Employee status (e.g. trainee or entry-level); and
- (11) Safety issues or suspected hazardous materials in the Telework location.

Employees on alternate work schedules will follow applicable laws, rules, and regulations, and this Agreement, on Telework and AWS.

The Employer will document on the Telework Request and Agreement Form the reason(s) for any disapproval or cancellation. An employee may reapply for Telework once the conditions that led to the disapproval or denial no longer apply. Any modification of the Telework conditions will be

described on the Telework Request and Agreement Form and a copy given to the employee.

(b) The Employer will give reasonable advance notice before the termination of a Telework agreement. Employees may provide a copy of any termination notice to the Union. An employee may terminate his/her participation in such an agreement at any time, after reasonable advance notification to the designated management official.

(c) Telework arrangements may be temporarily suspended by the designated management official for reasons such as those cited below, normally after written notification unless the conduct of the mission does not allow sufficient time to notify the employee in writing.

- (1) To fulfill official travel requirements
- (2) To fulfill training requirements
- (3) To attend essential meetings, conferences, etc.
- (4) To complete work requirements that require the individual's presence at a designated location
- (5) To cover for absences during heavy vacation periods
- (6) For other appropriate operational needs

(d) If the employee accepts a new position or if there is a change in designated management official, the Telework agreement is terminated. A new agreement based upon the new duties and/or the receiving designated management official's concurrence must be implemented before the employee may resume Telework.

(e) If the Employer and/or employee change the number of Telework days being worked per pay period on a regular basis, the original Telework agreement is considered to be terminated and a new agreement must be approved.

(f) Grievances and appeals related to Telework will be handled in accordance with applicable laws, rules, and regulations, and this Agreement.

(g) Work assignments, awards, recognition, developmental opportunities, training, promotions, leave requests, etc. for teleworkers will be handled in accordance with applicable laws, rules, and regulations, and this Agreement.

Section 8. Equipment Failure or Inoperability

If an employee is unable to perform his or her official duties at the alternate work site because of equipment failure or malfunction or for other reasons beyond the employee's control that result in computer equipment or telephones being inoperable (such as power or telephone service outages), the

employee must notify the designated management official immediately upon discovery of the problem. An employee unable to perform his or her official duties at a telework site may be required to take leave or report to the designated location to fulfill required duty hours for that day.

Section 9. Employee Rights

An employee who teleworks will not be treated differently in terms of opportunities, such as work assignments, awards, recognition, development opportunities, and promotions, based solely on his/her Telework status.

Article 32 Ground Rules for Negotiation of Successor Collective Bargaining Agreements

Section 1. Purpose

The following ground rules will govern all matters between the Office of Justice Programs (OJP or Employer) and the American Federation of State, County and Municipal Employees (AFSCME or Union) Local 2830, (both referred to collectively as the Parties) pertaining to negotiations of a new collective bargaining agreement.

Section 2. Introduction

(a) The Office of Justice Programs (OJP or the Employer) and AFSCME Local 2830 (the Union), which is the duly authorized exclusive representative of the bargaining unit members in OJP as defined in **Article 1, Section 2** of the current negotiated agreement, hereby mutually agree to the following procedures for negotiating a master collective bargaining agreement (CBA). The CBA shall pertain to the personnel policies, practices, and working conditions affecting OJP's bargaining unit employees. The Agency and the Union are collectively referred to as the Parties to this Agreement.

(b) Both Parties agree to have equal bargaining status, under the applicable provisions of the Federal Service Labor-Management Relations Statute (Chapter 71 of Title 5 of the US Code, also referred to as the FSLMR Statute), during negotiation of the CBA while making efforts to maintain and further a constructive and positive working relationship to the benefit of the Employer and its employees. Both Parties agree to focus on interests and concerns and avoid personal criticism.

(c) Conditions and requirements established by these ground rules may be amended or waived by mutual agreement.

PREAMBLE

WHEREAS the American Federation of Government Employees, AFL-CIO (Union) and the United States Department of Justice, U.S. Marshals Service (Agency), also referred to as the Parties, recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS the Parties recognize that the public interest demands the highest standards of employee performance and implementation of modern progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS the Parties recognize that a mutual commitment to cooperation promotes both the efficiency of the Agency's operations and the well-being of its employees; and

WHEREAS the Parties agree that the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

NOW THEREFORE the Parties here by further agree as follows:

To work together through this Master Agreement to identify problems and craft solutions, enhance productivity, and deliver the best quality of service to the nation;

To focus on problems and ways to solve those problems which promote the interests of the public, while recognizing the needs of the other party;

To consider collective bargaining as an opportunity to improve the relationship between the Agency and the Union; and

To recognize that the employees are the most valuable resource of the Agency, and are encouraged, and shall be reasonably assisted, to develop their potential as U.S. Marshals Service employees to the fullest extent practicable.

The Agency agrees to provide a safe and healthful working environment for all employees and will comply with applicable federal, state and local laws and regulations.

This Agreement and such supplementary agreements and memorandums of understanding by both parties as may be agreed upon hereunder from time to time, together constitute an agreement between the Agency and the Union.

ARTICLE 24 TELEWORK

I. Policy and Authority

A. Definitions

For purposes of this Agreement, telework refers to an employee's performing assigned duties at a location other than the official duty station. Such an alternative duty station (ADS) can include a government or private telework center, or the employee's home.

B. Policy

This article establishes a formal telework program for all eligible employees of the Agency. It is an additional method the Agency may approve to accomplish work. Telework enhances continuation of Agency essential functions. It further enables the Agency to be better prepared for other emergencies. The telework program is strictly voluntary, and is not an employee entitlement, and is subject to approval by management. However, the Agency expects managers to make reasonable decisions in granting or denying telework participation. A successful telework arrangement should not be suspended, except for clearly defined concerns such as performance/conduct issues or mission related needs.

C. Authority

The Director's authority to supervise the USMS and establish personnel standards with approving authorities for the personnel actions set forth in 5 U.S.C. § 3401; 28 U.S.C. § 561(g); and 5 C.F.R. § 340.

II. Eligibility

A. Eligible Employees

1. This program applies to all eligible employees of the USMS. Eligible employees must have a current performance rating of at least successful to participate in the telework program. Factors such as documented prior discipline, substantiated leave abuse, and/or substantiated performance issues may prohibit participation in the program.
2. Eligible Job Positions: The employee's position must not require the removal of sensitive documents or case files from the USMS-controlled office space in order to perform the duties in a telework environment. For purposes of this directive, telework can be conducted from the employee's home or from another remote worksite approved by the supervisor.
3. Telework and non-telework employees are treated the same for purposes of periodic appraisals of job performance of employees; training, rewarding, reassignment, promoting, reducing in grade, retraining, and removing

employees; work requirements; or other acts involving managerial discretion.

4. An employee with a disability (permanent or temporary) may request to telework under this policy or as a reasonable accommodation. Employees and supervisors are encouraged to contact the Equal Employment Opportunity (EEO) Office for more information about reasonable accommodation.

III. Excluded Positions

Law Enforcement Officers (LEOs) are considered a mobile workforce and are excluded from the telework program based on OPM and DOJ regulation. This includes the 1811, 082, 1801, and 1802 job series.

IV. Duty Hours

- A. Employees who conduct telework duties at least three days a week are considered to be teleworking on a full time basis and employees who conduct telework duties two days a week are considered to be teleworking on a part time basis.
- B. Employees requesting participation in telework must be available to work during the assigned duty hours and only conduct work related business during those hours.
- C. The policies and procedures on pay and for requesting leave (i.e., annual leave, sick leave, or leave without pay (LWOP)) remain unchanged. Employees are required to request approval for leave when unavailable for work during scheduled duty hours and to keep the timekeeper informed of leave usage.
- D. Telework is not a substitute for dependent care. Telework arrangements can provide valuable assistance in the management of work/family schedules, but family responsibilities and personal business must not interfere with the performance of official duties at the alternative worksite.
- E. For the duration of the agreement period, the employee will work the hours of duty specified unless a change is scheduled and is approved by a supervisor.
- F. Under the telework program, all telework duty hours and telework days must be identified in the telework agreement, approved by the supervisor, and must be documented on the USM-399 Telework Request Form.
- G. Employees who telework as Situational are only authorized to do so with the agreement of the immediate supervisor.

V. Procedures

- A. Form USM-399, Telework Request must be completed by the employee and forwarded for approval to the immediate supervisor and approving official.

- B. All requests must be recommended for approval by the first line supervisor and approved by the approving official before an employee may telework.
- C. United States Marshals (USMs), Chief Deputy United States Marshals (CDUSMs), Assistant Directors (ADs), and Staff Office Heads are designated as approving officials.
- D. The granting of telework is at management discretion.
- E. If a telework request is denied, management should provide a written justification for the denial (see USM 399). The employee has the right to address the denial through the USMS grievance process.
- F. All employees new to telework must complete the following one-time training prior to participating in the USMS telework program:
http://www.telework.gov/tools_and_resources/training/employees/index.aspx
- G. All new supervisors must complete the following one-time training:
http://www.telework.gov/tools_and_resources/training/managers/index.aspx.
- H. Once an employee and supervisor have completed the online training, a certificate must be provided to a District/Division Telework Point of Contact within five days of completion to ensure compliance.

VI. Security, Equipment and Support Services

- A. All USMS employees must be in compliance with rules and regulations of Policy Directive, 12.2, The Management, Use, Allocation, Deployment, and Accountability of USMS Information Technology (IT) Resources and Systems and Policy Directive, 12.7, Information Technology (IT) Security.
- B. All employees must only use USMS-owned equipment when teleworking. The USMS-owned equipment must only be used for official purposes. The employee is responsible for properly maintaining, protecting, and securing the USMS- owned equipment at all times. The USMS is responsible for providing the employee with all necessary office supplies. The USMS is not liable for damages to employee's personal or real property while the employee is working at the approved alternate worksite.
- C. All USMS employees must comply with property accountability in regards to telework. Form USM-325, Hand Receipt, must be present with the employee when he or she teleworks to maintain accountability of USMS-owned equipment (i.e., laptop). The supervisor of the telework employee also must maintain a copy of Form USM-325.

VII. Personal Safety

- A. All USMS employees are covered under the Federal Employee's Compensation Act if injured while performing official duties at the official duty station or at an approved designated worksite.

- B. Any accident or injury occurring at the designated worksite must be reported immediately to the supervisor. The supervisor of the injured employee must report and investigate the incident immediately.

VIII. Administrative Management

- A. A representative from the Human Resources Division (HRD) serves as the Telework Coordinator for the USMS on all telework matters and as a liaison on all telework matters with DOJ.
- B. A representative from each District and Division serves as the Telework Point of Contact for the District or Division in order to assist the Telework Coordinator in documenting and reporting telework participation.
- C. The employee's regular office remains as the official duty station as it relates to pay, leave, and travel entitlements.
- D. Telework employees are eligible for overtime pay, provided that the hours worked were pre-approved by the supervisor.
- E. With regards to dismissal and emergency closings, the following applies:
 - 1. Approved telework employees who are scheduled to work when the USMS closes are expected to begin telework on time or request unscheduled leave.
 - 2. Approved telework employees who are working when an early dismissal occurs are expected to continue working.
 - 3. Supervisors may excuse a telework employee from duty during an emergency situation if the emergency adversely affects the telework site (i.e., disruption of electricity, loss of heat, etc.); if the telework employee faces a personal hardship (childcare, eldercare, etc.) that prevents him or her from working successfully at the telework site; if the telework employee does not have the means or the technology to work successfully at telework; or if the telework employee's duties are such that he or she cannot continue to work without contact with the regular worksite.
 - 4. Approved telework employees who are not scheduled to telework during an office closure must notify their supervisor of their intent to use unscheduled leave or unscheduled telework.
 - 5. Employees who are required to work during their regular tour of duty on a day when the USMS is closed or when other employees are dismissed early are not entitled to receive overtime pay or compensatory time off for performing work during their regularly scheduled hours.
 - 6. Additional guidance on dismissal and emergency closings is available on the OPM website in the publication Washington, DC, Area Dismissal and Closure Procedures and at

http://www.telework.gov/policies_and_procedures/closure_dismissal/index.aspx.

- F. Supervisors and employees must revisit, revise (if needed), and re-sign Form USM-399, Telework Request no less frequently than once every two years.

IX. Employee Responsibilities

- A. Employees must properly adjust their compensation benefits if enrolled in the Employee Transit Program (ETP) when conducting telework. All USMS employees must follow the guidelines and be in compliance with Policy Directive, 7.2, Employee Transit Program (ETP).
- B. Employee must demonstrate self-motivation, independence, and dependability in accomplishing work assignments while conducting telework.
- C. Employee must be in compliance with the Privacy Act while conducting telework duties as stated in Policy Directive 1.2 Legal, Freedom of Information Act (FOIA)/Privacy Act (PA)
- D. Employee must use the appropriate security safeguards such as passwords or locking devices, to ensure that unauthorized users do not have access to government material.
- E. Employee must ensure Internet connection is secure and should not telework from non-secure areas. (i.e. wireless internet at a coffee shop or restaurant).
- F. Employee may be required to attend meetings, conferences, or training or to otherwise come to the official duty station on days or hours normally scheduled for the alternative worksite.
- G. Employee must have a back-up plan if the telework site needs to change and must have supervisor's approval prior to executing.
- H. Employee must maintain communication with co-workers and supervisor in order to conduct all job functions and duty requirements.
- I. Employee will meet with the supervisor to receive assignments and to review any work as necessary or appropriate.
- J. Employee is responsible for recording the hours in the time and attendance system.
- K. As stated in E(4)(f), employee must revisit, revise (if needed), and re-sign his or her Forms USM-399, Telework Request no less frequently than once every two years.

X. Supervisor Responsibilities

- A. In accordance with Section 6502(a)(2), under the Telework Enhancement Act of 2010, the supervisor shall terminate any telework agreement at any given

notice if a telework employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year or the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties. USMS Policy Directive 3.23, Telework Page 6 of 7 Effective: 5/20/2011 (Last Updated: 3/19/2013)

- B. The supervisor has the right to terminate or suspend any telework agreement if the telework employee's performance declines in conjunction with performance
- C. The supervisor must contact HRD, Employee Relations, when terminating a telework agreement for reasons stated under item a. and b. above.
- D. The supervisor must monitor all work conducted by a telework employee to ensure the employee is working productively.
- E. The supervisor must maintain communication with telework employee and is responsible for the employee's actions while working from another worksite.
- F. The supervisor must maintain accountability of all government property that is being used by telework employees.
- G. The supervisor must ensure that a telework employee has conducted all the security measures and completed all the correct USMS forms before the employee begins work at an alternative worksite.
- H. The supervisor must ensure the telework employee is conducting duties in a safe and suitable work atmosphere and meeting all work requirements.
- I. As stated in E(4)(f), supervisor must revisit, revise (if needed), and re-sign employees' Forms USM-399, Telework Request no less frequently than once every two years.

XI. District/Division/Staff Office Responsibilities

- A. The District/Division/Staff Office will provide, as available, the employee with government-owned equipment in order to perform his or her duty.
- B. The District/Division/Staff Office must provide maintenance and repair for all government-owned equipment that is being provided to the employee.
- C. The District/Division/Staff Office must ensure that Limited Official Use (LOU) information is protected and safeguarded if an employee has been approved to telework.
- D. The District/Division/Staff Office is responsible for any USMS employee who teleworks from a remote worksite.

E. The District/Division/Staff Office is responsible for assigning an employee within its area to serve as a Telework Point of Contact.

**Negotiated Agreement
between the
U.S. Department of Justice,
United States Parole Commission
Justice Management Division, and
American Federation of State, County
and Municipal Employees, Local 2940**

Article 28 - Telework

Section 1. General Provisions

- (a) The Telework Enhancement Act of 2010 requires a written telework agreement between the employee and supervisor as a condition to participate in telework. All employees who are teleworking on an intermittent, ad hoc, COOP, or regularly occurring schedule must sign a telework agreement and complete telework training. All telework agreements must be signed by the employee and the employee's first level supervisor, and the agreement must be renewed every two years.
- (b) The Telework Program will be managed in accordance with this Article; the OPM Guide to Telework in the Federal Government, and addendum entitled "Telework and Dependent Care Policy Guidance"; DOJ Order 1200.1, Part 6; DOJ Policy Statement 1200.01, Telework; the Telework Enhancement Act of 2010; USPC Telework Policy, and other applicable laws and regulations.
- (c) Federal law requires agencies to establish telework programs but does not create a legal right to telework. Telework is a benefit, not an employee's right, and should be granted in situations where the ability to perform required assignments is not affected by location. Participation in the Telework Program is voluntary and an employee may not be forced to participate. However, it is the Department's policy that employees who have approved telework agreements of any kind, e.g., intermittent, ad hoc, COOP, or regularly occurring schedule, are required to work when the Federal Government is closed for non-holiday situations such as weather-related or other situational closures. The Employer supports and encourages participation in the program, where appropriate. Additionally, a participating employee may withdraw from a telework agreement at any time.
- (d) The Parties understand telework may not be used as a substitute for dependent care. However, in certain circumstances, such as when a child is of age where adult supervision, but not constant monitoring, is required (e.g., not an infant or toddler), an employee may request the use of telework along with other work life flexibilities. This situation may also apply to an employee responsible for care of a dependent family member. Employees may not telework for the sole purpose of fulfilling their full-time dependent care responsibilities while performing official duties; however, telework can be a valuable flexibility to employees with caregiving responsibilities by expanding employees' choices as to dependent care. Telework may be an appropriate short-term workplace flexibility for employees with caregiving responsibilities in certain unplanned and temporary circumstances. Telework used with other workplace flexibilities, can facilitate the management of work and dependent care.
- (e) Participation in the Telework Program is subject to technology availability and position limitations. Telework is mutually advantageous to the Employer and to employees by allowing the organization to accomplish its work while also providing employees with the

opportunity to reduce commuting time and expenses, promote high morale, and supports work life balance for employees.

- (f) The work needs of the organization shall be paramount in supervisory decisions to approve, disapprove or modify individual requests for telework arrangements. USPC managers and supervisors retain both the discretion and the obligation to determine an employee's eligibility for telework based on the needs of the agency, appropriateness of the duties to be performed, and the employee's demonstrated ability to successfully perform during telework.
- (g) Telework agreements must outline the specific work arrangements, such as schedule, location, and when appropriate, the work to be completed. All employees with an approved telework agreement in place are expected to know what is required of them when the Federal Government is closed, operating on a delayed status, or provided the opportunity for unscheduled leave or unscheduled telework due to inclement weather or other situations. Employees who have a current approved Telework Agreement, have taken the telework training and are telework-ready (i.e., have the proper equipment, work to do, etc.), should be expected to telework on a day the Government is closed. It is the responsibility of managers and supervisors to communicate their expectations when approving Telework Agreements, and in the event of a closure situation, the duty status of employees. When the Federal Government status is "Open with Option for Unscheduled Leave or Unscheduled Telework", the employee must inform their supervisor/manager, no later than 9:30 a.m., of their status, e.g. unscheduled leave or telework.

Section 2. Definitions

- (a) Telework is defined in Federal regulations and the Office of Personnel Management (OPM) guidelines as a work arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternative worksite (e.g., home, or other approved alternative site). This definition of telework includes what is generally referred to as remote work (i.e. site audits, site inspections, investigations, property management) but does **not** include any part of work done while on official travel or mobile work.
- (b) Telework (also known as flexiplace, flexible workplace or telecommuting) - A work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work for an agreed upon portion of the work week. Telework arrangements may be of short or long term duration.
- (c) The types of telework arrangements which may be approved are as follows:
 - (1) Routine/Regular/Recurring Telework. The employee teleworks on a specific day (or days) each biweekly period, or month under an established work schedule. The telework arrangement's duration shall be outlined in writing and shall continue subject to the conditions outlined in the signed agreement.
 - (2) Situational (sometimes referred to as Ad hoc or Intermittent) Telework. Situational telework is sometimes also referred to as episodic, intermittent, unscheduled, or ad hoc

telework. Employees approved for routine telework are also eligible for situational telework and should be telework-ready during unscheduled closings, dismissals or circumstances that disrupt or prevent commuting or reporting to the official work site. Situational telework is approved on a case-by-case basis, where the hours to be worked are not part of a previously approved, ongoing and regular telework schedule. Examples of situational telework include: as a result of inclement weather, doctor appointment, or special work assignments. An example of situational telework is when the employee teleworks on a specific project or task(s) deemed by the Employer to be portable. Specific dates and times shall be outlined in advance. Approval of telework on a short-term basis shall be used for positions whose overall functions would not otherwise be portable and for which a regular, recurring Telework arrangement is not feasible.

(3) Telework for medical reasons. A telework arrangement approved for medical reasons when the employee has a medical condition or the employee requests to be allowed to telework because of the medical condition of a family member. The employee shall submit adequate medical documentation which provides a diagnosis/prognosis pertaining to the employee or family member, along with any work-related medical restrictions. In the case of a family member's medical condition requiring the employee's presence, the employee shall outline how he or she will be able to accomplish the functions of the position under a telework arrangement. Short-term (generally four months or less) work at home situations due to temporary medical situations are considered ad hoc telework and shall follow the provisions of this Article. Extended periods of telework arrangements based on medical reasons should be treated as reasonable accommodations, and as such are covered by the Americans with Disabilities Act, as well as other applicable law, rules, and regulations and terms of this Agreement.

(d) Mobile Work: -Work that is accomplished away from the office, but is not Telework. It is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). Such work is not covered by this Article.

Section 3. Telework Locations, Duty Stations and Tours of Duty

- (a) Telework Location. Employees approved for telework must agree to allow their supervisor or a designee to inspect their telework location during the employee's normal working hours upon receipt of at least 24 hours advance notice. This is to ensure the worksite is in conformance with this policy. Failure to comply with this provision may result in termination of the telework agreement and appropriate disciplinary action.
- (b) Official Worksite. The official worksite for each employee shall be consistent with the guidance set forth in section 531.605 of title 5, Code of Federal Regulations.

- (c) Designated Work Area - An area which is set aside for the performance of the employee's official duties. The designated work area must be free from interruptions, and must provide the necessary level of security and protection of Government property.
- (d) Official Duty Station: the official duty station of an employee participating in the Telework Program is the employee's USPC designated office. However, when scheduled telework is close to 100% (the employee is not scheduled to report to the traditional worksite at least twice each biweekly pay period), then the Telework site may be required to be the Duty Station. This type of Telework is called "Remote Work" which is an arrangement in which the employee resides and works at a location beyond the local commuting area of the organization's worksite under a continuing telework arrangement.
- (e) Tours of Duty (Work Schedule) - The established guidance on hours of duty (Article 26) apply to employees under telework agreements. Telework employees may work fixed or alternate work schedules. The employee's tour of duty will be addressed in the Telework Agreement. Employees are expected to perform their duties at the alternate worksite during regular business hours, on the approved work schedule, and to be accessible during those hours to supervisors, customers, and others as needed. Telework employees shall not work overtime or compensatory time unless ordered and approved in advance by his or her supervisor. Because of the requirements for premium pay, telework schedules may not be available between the hours of 6 p.m. and 6 a.m. or on Sundays and Federal holidays.
- (f) Employees are compensated based on the location of their official worksite (i.e., when the telework location is the employee's official worksite, locality pay is based on the location of the telework location, not the traditional worksite).
- (g) Employees requesting designation of their telework location as their official worksite will not be entitled to receive relocation expenses if the telework location is outside the commuting area of the employee's traditional worksite.
- (h) Under applicable travel regulations, employees are entitled to reimbursement for official business travel to the official worksite when the employee teleworks full-time from a location outside of the local commuting area, and his or her telework location has been designated as the official worksite.

Section 4. Determining Employee Eligibility

(a) The USPC shall consider and employees must occupy a position that is compatible with telework and must meet the minimum eligibility criteria to be considered for telework participation:

- (1) The employee's work history for the characteristics associated with successful

performance of work in the absence of direct supervision. The employee shall have a rating of record indicating at least successful performance of his/her duties, and should not be under a performance improvement plan (PIP).

(2) Whether the employee has demonstrated dependability in accomplishing work assignments without close supervision, and appropriate time management skills.

(3) Whether the employee is ineligible based on being officially disciplined for any reason within the past year.

(4) Whether the employee is ineligible based on being officially disciplined for being absent without permission for more than five (5) workdays in any calendar year.

(5) Whether the employee is ineligible based on having been disciplined for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties

(b) Other factors may be considered in determining temporary limits on Telework and/or number of days approved. Such factors may include:

(1) training or introduction of new work procedures; and/or

(2) a new employee (or new assignment for a current employee) who needs initial OJT and closer supervision.

(c) The USPC is responsible for the final review and approval of participant eligibility.

Section 5. Employee and Union Notice

(a) An employee shall be informed of their personal eligibility for telework made under Section 4 above within twenty (20) workdays of entering a new position.

Section 6. Employee Requests

(a) Employees who are interested in telework and are eligible for Telework (Section 4 above); should discuss their interest to telework with their supervisor. The goal to reach consensus on items such as the number of days and other details found in the DOJ Telework Agreement form.

(b) Employees who reach an oral agreement with their supervisor shall submit the agreed terms in a formal request to telework. The request shall be made on a DOJ Telework Agreement form.

(c) If an oral agreement cannot be reached on an employee request to telework, he/she may complete and submit a DOJ Telework Agreement form. The supervisor shall mark the form as “recommended for Disapproval”, provide a justification, and return to the employee. The

employee may grieve this decision under the process in Article 34 (Grievance Procedures).

Section 7. Agreement and Approval Criteria

(a) Alternate worksites shall be within a reasonable commuting distance that allows telecommuters to report to the official duty station upon request and at least two (2) days during a pay period except as a change in duty location is approved and enacted in accordance with DOJ policy and Section 2 (d) above

(b) The supervisor shall establish standards that address time frames by which the employee must respond to telephone calls or e-mails to ensure that the employee's work is accomplished in such a way under the Telework arrangement as to appear no different to the customer and to other JMD staff from how the work is accomplished at the official duty location.

(c) Teleworkers shall be appraised and rated in a manner consistent with the terms of and procedures provided for in Article 13 (Performance Rating and Standards). Performance standards and criteria for teleworkers shall be the same as for similarly-situated non-teleworkers.

(d) For ad hoc Telework, the supervisor shall determine whatever means of status reporting may be required (e.g., informal updates, periodic status reports, etc.).

(e) Employees proposing an alternate worksite, shall certify compliance of the designated work area with all appropriate safety requirements.

(f) Employees should verify the availability of appropriate equipment to do the job at their telework site, e.g., a computer with appropriate processing capability and associated communications hardware and software that are fully compatible with the equipment in use in their office, or any other equipment that is necessary for the performance of their duties. Depending upon the type of work to be performed, the employee may be required to have high-speed Internet access that will accommodate the Employer's remote access system to provide secure access to the Employer's network. Normally, the Employer shall not expend funds for telecommunications or any other additional costs that arise from an employee's use of a home as an alternate work site. However, expenditures may be authorized when requested/approved in advance for necessary expenses such as a phone card for making long-distance calls.

(g) Notwithstanding subsection (e) above, in some circumstances, appropriate government equipment may be provided to employees for authorized telework purposes. The use of government equipment shall be dependent upon:

- (1) budgetary constraints;
- (2) the nature and type of work being performed;
- (3) the availability of such equipment;
- (4) other pending higher priority requests for such equipment; and

(5) the Employer's determination that the assignment of such equipment for Telework will best meet the work needs of the organization. Such loans may be made on a temporary, short term basis, or for longer durations of time, depending upon the nature of the applicable Telework Agreement and upon the Employer's operational needs.

(h) The Employer shall consider the amount of work that is portable, office coverage (e.g., employees on alternate work schedules and the number of employee's telecommuting within the organization on each day), and organizational/mission needs in determining the days an individual may telecommute.

(i) When a choice between two otherwise equally eligible employees must be made, the employee with the longest U.S. Government service shall have preference in schedules, based on the employee's service computation date.

Section 8. Approving Requests

(a) Response Time. Managers shall review and approve or disapprove Telework requests within fifteen (15) workdays of submission of the completed form. Exceptions to this provision will only be granted when a manager is on leave or training and requires additional time to consider the request. In no case should the response time exceed twenty-five (25) workdays.

(b) Telework schedules must be accurately encoded into the NFC system.

Section 9. Protection of Government Records

Employees under Telework arrangements are responsible for ensuring that all Government records used at an alternate work site are safeguarded against unauthorized disclosure or damage, and shall comply with all laws, rules, and regulations governing classified, law enforcement sensitive, and privacy act protected information.

Section 10. Termination of Telework Arrangements

(a) An employee may terminate his/her participation in such an agreement at any time, after proper notification to the supervisor.

(b) Management has the right to end a Telework arrangement at any time prior to the conclusion of an agreement period if the employee's performance declines; if the employee does not conform to the agreed upon arrangements; if the employee's off site work adversely affects the work of staff remaining in the office; or if the arrangement fails to meet organizational needs.

(c) Normally, employees shall be given two weeks advance written notice before management's termination of a Telework agreement. Such notice shall include the reasons for the decision. The notice shall also inform the employee of his/her right to grieve such termination under the terms of Article 34 (Grievance Procedure) of this Agreement.

(d) Telework arrangements may be temporarily suspended by the supervisor for the

reasons cited below, normally after the two (2) week written notification provided for in subsection (c) above unless the exigency of the public business does not allow sufficient time to notify the employee in writing. Telework may be temporarily suspended for the following reasons:

- (1) to fulfill official travel requirements;
- (2) to fulfill training requirements;
- (3) to enable the employee to substitute as an acting supervisor;
- (4) to attend essential meetings, conferences, etc.;
- (5) to fulfill critical project requirements that require the individual's presence at the official duty station or alternative duty station;
- (6) to cover for absences during heavy vacation periods; and
- (7) for other mission critical office needs.

(e) Written notices to suspend telework arrangements under the terms of subsection (d) will provide the employee with the reasons necessitating the temporary suspension.

Section 11. Training

(a) Pursuant to DOJ Policy Statement 1200.01 (Telework), USPC Human Resources will develop and provide interested employees with an interactive telework training program. Such training will be equivalent in nature to the online telework training offered by OPM. In the absence of any available Departmental telework training program, the Employer shall post notice on its Intranet, and/or on the Internet, of the availability of OPM's online training course. The posting shall also include a hot link to the applicable online training site.

(b) Employees must have completed such training prior to signing their Telework agreement.

Section 12. Operational Issues

(a) If an employee is unable to perform his or her official duties at the alternate work site because of equipment failure or malfunction or for other reasons beyond the employee's control that result in computer equipment or telephones being inoperable (such as power or telephone service outages), the employee shall notify the appropriate supervisory official immediately upon discovery of the problem. An employee unable to perform his or her official duties at an alternate work site, may be granted excused absence, required to take leave or report to the official duty station to fulfill required duty hours for that day. In such a case, the supervisory official may treat the employee's transportation time to the official duty station as official time.

(b) Supervisors may cancel an employee's Telework day for a pay period. When there is holiday or other reason why a Telework day is not granted, an alternate day is not automatic. An alternate Telework day may be granted for that pay period only with written supervisory approval.

(c) Employees shall report to the office on a scheduled Telework day, if the supervisor so directs it, based on the work needs of the office.

(d) Employees who are scheduled to Telework on a day the traditional worksite is closed or subject to an early closure or delayed arrival, shall work their full schedule. An exception would be a power outage or other event that would prevent the employee from working as scheduled.

(e) The employee shall permit the Employer to inspect the alternative work site during the employee's normal working hours. The purpose of such inspections is to ensure conformance with key provisions of the Telework Agreement, especially the implementation of accepted safety standards, care of any government equipment, and/or the provisions of Section 9 (Protection of Government Records) above. The necessity of such inspections shall be determined by management on a case-by-case basis. Employees shall normally receive no less than forty-eight (48) hours advance notice. When such inspections are to be held, the employee may request that a Union representative be present. The Parties understand that, except under exceptional circumstances, inspections will be done by officials with the appropriate qualifications to certify compliance with recognized requirements.

Section 13. Employer's Rights

The Parties recognize and agree that the Employer has the sole discretion and authority to determine which occupational series are eligible for Telework arrangements.

Section 14. Employee's Rights

With regard to the terms of this Article, employees retain all grievance and complaint rights as provided for in Articles 34 (Grievance Procedures) and 11 (Equal Employment Opportunity). While the Parties acknowledge that the Employer retains all of its rights to approve or disapprove employee participation in Telework, they also acknowledge that employees may grieve or file a complaint regarding any procedural violations of this Agreement, or of applicable law, policy or regulation regarding the Employer's administration of its Telework program.

Department of Labor
Supplemental Documents

Department of Labor
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION UPDATES DATA CALL

May 31, 2024

OMB issued its Organizational Health and Performance Memorandum (M-23-15) last spring as guidance for agencies as they reevaluate their work environment posture to increase in-person presence while optimizing organizational health and performance. As the White House Chief of Staff and OMB have continued to emphasize in the Cabinet, PMC, and other forums, it is essential for agency leaders to be paying close attention to implementation progress and ensuring that updated Work Environment policies are having the intended impact.

In line with M-23-15, OMB requests that agencies that are still implementing in-person presence goals respond to this **implementation data call** outlining all remaining steps that the agency will take to reach intended work environment postures.

Agencies should provide:

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).**

DOL's Updated Response to OMB – May 2024

On January 19, 2024, Acting Secretary Su notified the DOL workforce that, because DOL is actively engaged in negotiations with its Unions, implementation of the five-day in-person work requirement for DOL employees would not occur imminently.

Additional notices were sent to the DOL workforce on February 9 and April 5, notifying the DOL workforce that implementation of the increased in-person work requirement for employees remains delayed while DOL continues to actively engage in negotiations with its Unions.

As of May 17, 2024, DOL Union negotiations are ongoing.

DOL's Response to OMB from January 2024

On September 13, 2023, Acting Secretary Su notified the DOL workforce that all SES, political appointees, including Schedule C employees, Managers, and Supervisors would be required to report in-person to their official duty station location of record (a.k.a., the agency worksite) at least five days per pay period, effective October 22, 2023.

On November 28, 2023, Acting Secretary Su further notified the DOL workforce of her requirement that all DOL employees who telework would be required to report in-person at least five days per pay period effective January 28, 2023. She also committed to DOL

meeting its labor management obligations in advance of implementation, as required by the Federal Service Labor Management Relations Statute (“the statute”).

DOL’s three Union partners demanded to bargain this change as of November 30, 2023. Negotiations began on January 17, 2024, the earliest date agreeable to DOL’s Unions. As required both by the statute and President Biden’s Executive Order 14003 to “encourage union organizing and collective bargaining,” because DOL is actively engaged with its Unions to meet its obligations, a timeline for implementation of the policy for our bargaining unit employees is unclear. The requirement for SES, Schedule C, Managers, and Supervisors to report in-person five days per pay period noted earlier, that began October 23, 2023, remains in effect.

(2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

DOL’s Updated Information to OMB – May 2024

As of May 17, 2024, DOL Union negotiations are ongoing.

DOL Response to OMB from January 2024

After negotiations with DOL’s Unions, DOL will implement that agreement and, in accordance with its terms, follow the appropriate procedures to modify employee telework agreements, as necessary.

The Department notes that while the focus of M-23-15 is on headquarters and headquarters-equivalent personnel, the Department’s onsite requirement applies to all DOL employees, regardless of their duty station location of record. The Acting Secretary believes this approach is important in order to advance equity.

(3) Description of your agency’s approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

DOL’s Updated Information to OMB – May 2024

DOL continues to have ongoing communications across the Department to raise awareness and compliance with time and attendance, telework, and work schedule policies and expectations, as appropriate.

DOL's Response to OMB from January 2024

DOL is reviewing data generated from internal systems to track and assess compliance with in-person work requirements (currently at least five days per pay period for Managers/Supervisors and two days per pay period for employees) and adherence to telework agreements and other work schedule expectations. DOL's Office of Human Resources is working directly with subcomponent agencies to act on findings that require corrective action.

The Deputy Secretary's office hosted a Departmental Management Meeting which was attended by all political and career leadership, including the entire SES corps, to reiterate the change in policy to require DOL executives, Managers, Supervisors, and Schedule C employees to work in-person at their official duty location of record at least five days per pay period. These senior executives were instructed to ensure that they adhere to the work schedule expectations themselves and ensure that their Managers, Supervisors, and employees telework agreements, work schedules, and actions align with current expectations and are modified, as appropriate, when expectations change.

DOL's Office of Human Resources is providing time and attendance data with subcomponent agency leadership to facilitate internal oversight of adherence to work schedule expectations.

DOL hosted four webinars between November 2023 and January 2024 for all Managers, Supervisors, and employees on timekeeping in WebTA to ensure that employees have the information they need to properly code and manage time sheets. This will facilitate tracking of implementation progress and ensure that staff comply with stated agency policies, to include optimizing in-person and telework time. Additional webinars will be held throughout the transition to increase in-person work at DOL.

DOL will continue to have ongoing communications across the Department to raise awareness and ensure compliance with time and attendance, telework, and work schedule policies and expectations as appropriate.

Department of Labor
Telework Policy(s)

DPR Chapter 611 – Telework

December 1, 2011

Introduction. The Department of Labor (DOL) administers its telework program in accordance with Public Law 106-346, Public Law 111-292 (the Telework Enhancement Act of 2010), and applicable statutes and regulations. The Act aims to increase telework opportunities for Federal employees and requires executive agencies to establish a policy under which eligible employees of the agency may participate in telework without diminishing employee performance or agency operations. All DOL employees meeting the definition of employee as defined in Section 2105 of Title 5 of the United States Code are covered by the Telework Enhancement Act of 2010.

This Departmental Personnel Regulation (DPR) describes the Department’s program for work at alternative sites, referred to herein as telework. The policies outlined in this DPR should be applied in conjunction with the applicable collective bargaining agreements and sub-agency specific telework guidance. Pre-existing telework agreements and arrangements must be brought into conformance with this DPR. Provisions of this DPR that conflict with any future statute or regulation must be brought into compliance with such requirements.

Employee participation in any telework program established under this DPR is voluntary. Policies and practices set forth by the Department to conform with and/or support government-wide laws, rules, and regulations are required for all employees. Additional information on telework processes for bargaining unit employees may be found in the appropriate collective bargaining agreement. In cases where DPR Chapter 611 requirements differ from those in the respective collective bargaining agreement, the collective bargaining agreement requirements will be applied.

References:

- [Telework Enhancement Act of 2010 \(Public Law 111-292\) \(PDF\)](#)
- [Public Law 106-346 \(PDF\)](#)
- [5 U.S.C. 5542](#)
- [5 CFR 550.112 \(PDF\)](#)
- [DOL Policy – DPR 610, Hours of Duty and Alternative Work Schedules](#)
- [DOL Policy – DPR 630, Absence and Leave](#)
- [DOL/Local 12 Collective Bargaining Agreement Article 12](#)
- [DOL/NCFLL Collective Bargaining Agreement Article 29](#)
- [NULI/OLMS Telework Guide \(PDF\)](#)
- [DLMS 6-200: Reasonable Accommodations for Employees and Applicants](#)
- Spotlight 934

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Subchapter 1: Purpose

Telework is a work flexibility arrangement under which an employee performs the duties and responsibilities of his or her position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

Balancing work and family responsibilities, recruitment and retention, cost savings to the Government, and addressing environmental, financial, and commuting concerns are also among the advantages of telework. Additionally, one of the major benefits of telework is the ability to maintain continuity of operations for essential Government services and continue a high level of employee productivity during emergency situations (i.e. inclement weather, public health emergencies, natural disasters, localized events, etc.).

DOL recognizes the mutual benefits of a flexible workplace program to the Department and its employees. At the same time, DOL must accomplish its mission without diminishing employee performance or the operations of the agency. Participation in the telework program must be consistent with mission accomplishment and customer service.

Subchapter 2: Types of Telework Arrangements

All telework arrangements require supervisory approval and a written agreement between the employee and his/her supervisor.

There are two basic types of telework arrangements:

- a. **Formal arrangements** are **regular and recurring** in nature and include working at home or other site(s) approved by the supervisor.
- b. **Informal arrangements** are **ad hoc or episodic** in nature for short periods of time and used on an as needed basis. These situational arrangements are not regular or recurring and are not expected to continue on a long-term basis. An informal arrangement may be

used as a trial period to determine the practicality of a formal arrangement; however, **if such an arrangement becomes permanent in nature, a formal arrangement is required.** An informal arrangement is also used to perform telework during emergency situations (see Subchapter 15 - Continuity Planning) or unscheduled telework when authorized (see Subchapter 11 - Early Dismissal and Closure Procedures).

Subchapter 3: Eligibility

The Department recognizes that although telework is not appropriate for every position given mission requirements and other extenuating circumstances, all or parts of many jobs are appropriate for teleworking. Within 60 days of a position being encumbered, management will review the position's duties/tasks and notify the employee if his or her position is eligible for telework in whole or in part.

Probationary employees should only participate in informal/ad hoc telework.

Employees whose duties and responsibilities require the following on a **daily** basis are ineligible to participate in the telework program:

- a. In-person contact with customers.
- b. The use of specialized equipment specific to the main worksite.
- c. Direct handling of or access to classified, secured, or sensitive materials which are determined to be inappropriate for transport or remote access.
- d. Activity that is otherwise infeasible to be performed away from the main worksite.

Additionally, employees are not eligible to participate in the telework program if:

- a. The employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year.
- b. The employee has been officially disciplined for violations of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal Government computer or while performing official Federal Government duties.

For those employees occupying positions determined to be telework eligible by management, the following additional criteria must also be met by the employee in order to implement a telework agreement:

- a. A sufficient amount of the employee's essential work functions to be identified by the supervisor can be performed at a telework site.
- b. The necessary office coverage needs are met and not negatively impacted by the employee's participation in telework.
- c. The employee will be available and accessible to supervisors, co-workers, and customers at all times while performing work at the telework site.
- d. The employee's most recent performance evaluation is at least Effective.
- e. The employee has not been officially disciplined within the previous twelve (12) months for reasons that would cause management to be concerned about the employee's trustworthiness or dependability.

- f. Costs of such an arrangement are feasible. Costs or cost savings in technology, equipment, and telecommunications are considerations in decisions regarding participation in telework arrangements.
- g. Technology/equipment is available. Existing and evolving technology may allow or prevent an employee from participating in the telework program if the employee requires access to specific equipment and/or technology on telework days. Such equipment/technology may include:
 - o Long distance telephone
 - o Telephone access (other than long distance)
 - o Computer and/or printer assigned to the employee's home
 - o Computer hardware/software
 - o Modem and possible additional computer access
 - o Modifications to the central computer to allow employees to connect
 - o Equipment maintenance and repair
 - o Remote technical assistance
 - o Replacement of damaged or lost equipment
 - o Fax capability
 - o Internet Service Provider
 - o Remote access hardware/software
- h. The designated telework training is completed before the telework agreement is signed, and a certificate of completion is provided to the supervisor. [Online telework training](#) can be accessed on LaborNet.

Subchapter 4: Application

When an eligible employee wishes to participate in the telework program, he or she must submit a telework request to his or her immediate supervisor, who will evaluate the request considering the supervisors needs of the office and the conditions and requirements outlined in Subchapter 3. The supervisor and the employee will meet to discuss and review the request. The supervisor's decision is to be provided to the employee within ten (10) workdays.

- a. If the request is approved, the specifications and requirements of the arrangement will be established and discussed by the supervisor and employee. A written agreement will be developed and signed by both the supervisor and employee **following completion of the [designated telework training](#)**. The employee will begin working at the telework site within fifteen (15) workdays after completion of the telework agreement form unless circumstances dictate otherwise.

Supervisors shall provide a copy of the executed telework agreement to the Agency/Regional Telework Coordinator. [DOL Telework agreement forms](#) and a list of [Agency and Regional Telework Coordinators](#) can be found on LaborNet.

- b. If the request is not approved, the supervisor will provide the employee a written explanation of the reason(s) for denial. Denials should be based on business-related reasons as outlined in Subchapter 3.

Subchapter 5: Appeal Process

Employees who wish to appeal a denial of participation can submit a written request directly to the second level supervisor. The second level supervisor will meet with the employee within ten (10) workdays to hear the appeal of actions taken by management. The second level supervisor will provide a written response to all parties within five (5) workdays after the meeting. The second level supervisor's decision for employees is final.

Subchapter 6: Modifying a Telework Agreement

Any changes to existing telework agreements must be agreed upon by the supervisor and employee. Changes should be documented on the original telework agreement and initialed/dated by both the supervisor and employee. A copy of the revised telework agreement should be kept on file by the supervisor and employee, and forwarded to the appropriate Agency or Regional Telework Coordinator by the supervisor.

Subchapter 7: Recall

Employees participating in telework programs must be accessible and available for recall to their regular offices for work needs and requirements that cannot be met at the telework site. Recall examples include, but are not limited to, training, special assignments or meetings, new work requirements, unanticipated short-term staffing shortages, and emergencies.

Management will take full advantage of existing technology (teleconference, email, fax, collaborative tools, etc.) where possible to minimize recall. A recall shall last no longer than is reasonable to complete the task or purpose of the recall. When possible, management will provide advance notice for all recalls; however, depending on the circumstances, there may be times when advance notice cannot be given. In these cases, management will provide notification as soon as possible.

Subchapter 8: Termination

Employees may voluntarily terminate participation in the telework arrangement at any time; however, employees may be expected to continue working at the telework site for a reasonable period to allow management time to arrange for a work station at the main work site. Supervisors may terminate an arrangement whenever one or more of the following conditions occur:

- a. There is a change in work requirements such that the position no longer meets the eligibility criteria for telework, or the telework arrangement no longer supports the mission.
- b. The employee's performance is rated less than Effective after at least ninety (90) days, the minimum rating period.

- c. The employee has demonstrated conduct problems regarding trustworthiness or dependability.
- d. An employee is officially disciplined for being absent without permission for more than five (5) days in the calendar year.
- e. An employee is officially disciplined for violation of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal Government computer or while performing official Federal Government duties.
- f. Costs of the arrangement are no longer feasible.
- g. Technology changes require return to the main office.
- h. The employee does not conform to the terms of his or her telework arrangement.

When terminating a telework arrangement, the following must occur:

- a. To the extent practicable, supervisors will attempt to provide at least five (5) workdays advance notice of the termination of an arrangement.
- b. The Notice of Termination must be in writing and indicate the reason(s) for termination.
- c. When a telework arrangement is terminated, supervisors must notify the respective Agency/Regional Telework Coordinator.

Supervisors should consult with their servicing Human Resources Office for additional guidance on terminating a telework arrangement. Termination of a telework arrangement does not prevent an employee from reapplying as soon as the required criteria are met.

Subchapter 9: Duty Station

There are no Government-wide restrictions on distance for teleworkers. The official worksite for a long-distance teleworker (an employee who works most or all of the time from a different geographic area than his/her official duty station) is the location where he or she would normally work if not teleworking, as long as he or she is regularly scheduled to physically be at that worksite at least twice each biweekly pay period on a regular, recurring basis.

However, for permanent long-distance telework arrangements, where the teleworker would not return to the normal worksite twice per biweekly pay period, the official worksite must be reassigned to be the telework location. Teleworkers and their managers should discuss and consider the implications of long-distance telework so that all involved clearly understand the arrangement. This may have an impact on locality pay and payment for travel. If circumstances indicate that a change in duty station may be necessary, management should consult their servicing Human Resources Office for additional guidance. Duty station determinations will be governed by Office of Personnel Management regulations and guidance. See [Fact Sheet: Official Worksite for Location-Based Pay Purposes](#) for additional information.

Subchapter 10: Time and Attendance

- a. The governing rules, regulations, and policies concerning time and attendance, leave, and overtime are unchanged by an employee's participation in telework.
- b. Telework schedules can vary and are subject to supervisory approval. An employee may work a fixed work schedule or follow the flexitime work schedule for the office, if applicable. The established hours of work must be described in telework agreements. Employees will not perform overtime or night work at the telework site without advance supervisory approval. If the employee works overtime that has been directed and/or approved in advance, the employee will be compensated in accordance with applicable statutes, rules, or regulations.
- c. Employees are not entitled to an alternate telework day if their regularly scheduled telework day happens to occur on a Federal holiday.
- d. In accordance with the Fair Labor Standards Act, it is the responsibility of the supervisor to exercise appropriate supervision to ensure that only work for which it intends to make payment is performed.
- e. An employee must obtain advance supervisory approval to depart the telework site and complete the remainder of the workday at the main office.
- f. Under 5 U.S.C. 5542(b)(2) and 5 CFR 550.112(g), travel to and from an employee's official duty station may be considered hours of work if the travel is within the days and hours of the employee's regularly scheduled administrative workweek.
- g. If an employee while teleworking is required by his or her supervisor to come in to the office **after** the official work day has begun, the time traveling is considered hours of work. If the supervisor asks the employee to work from the main office instead of at the telework site **before** his or her official workday begins, the time traveling before the work day begins is considered commuting time, and is not paid. In either instance, the travel home in the evening after the work day has been completed is considered commuting time and is not compensated.
- h. Employees must check the "telework" flag in the time and attendance system for those days that they work at their telework locations. Entering this data will ensure accurate reporting of hours worked in the DOL Telework Program.
- i. Employees who are required to telework during their **regular tour of duty** on a day when Federal offices are closed to the public (or when other employees are authorized a delayed arrival or an early departure) are not entitled to receive overtime pay, credit hours, or compensatory time off for performing work during their **regularly scheduled** non-overtime hours.
- j. Additional information regarding DOL policy on hours of duty can be found at [DPR Chapter 610 – Hours of Duty and Alternative Work Schedules](#) and Spotlight 934. Information on DOL leave policy can be found at [DPR Chapter 630 – Absence and Leave](#).

Subchapter 11: Delayed Arrival, Early Dismissal, and Closure Procedures

Delayed Arrival

- a. Employees scheduled to telework on the day of a **delayed arrival**, as determined by the Office of Personnel Management (OPM), are expected to begin telework at their regularly scheduled time unless leave has been requested and approved by the supervisor.

Early Dismissal

- b. Employees teleworking during an **early dismissal** are expected to continue working their regularly scheduled work hours or request leave.

Closure

- c. Telework program participants may not be granted weather and safety leave when employees can safely telework at the approved telework site. All employees with telework agreements are telework program participants. This includes DOL employees with formal telework agreements that allow regularly scheduled telework days and DOL employees with informal telework agreements that allow ad hoc telework days. Telework program participants who can safely perform work at home that do not telework during emergency office closures may not receive weather and safety leave, but they can request to use annual leave, compensatory time off, credit hours, leave without pay, or sick leave (if appropriate).

Teleworkers are expected to take the necessary steps to prepare for teleworking when warnings for severe weather and other emergency events can reasonably be predicted based on information broadcast in advance in the media or through other forms of communication. If emergency conditions could have been reasonably anticipated, and the employee did not take steps within his or her control to prepare to perform telework, weather and safety leave may not be granted. If necessary, telework employees may be given temporary work assignments to perform at the telework site during the emergency event, i.e. LearningLink training.

- d. Telework program participants may be granted weather and safety leave for closures only if DOL determines an employee cannot safely work from home or could not have reasonably anticipated to prepare to perform telework. Examples of when a telework program participant may be granted weather and safety leave include:
 - 1. when the employee is not prepared to telework because the emergency event could not be anticipated;
 - 2. if the telework site is rendered unsafe from occurrences such as a fire, flooding, earthquake, or roof collapse as a result of the severe weather or emergency event;
 - 3. the telework site is no longer an approved telework location due to loss of electricity or wide-spread connectivity issues, or
 - 4. the employee is evacuated due to a hurricane, fire or flood.
- e. Teleworking employees that determine they are unable to successfully perform work at the telework site due to dependent care responsibilities must request to take the appropriate leave (annual leave, compensatory time off, credit hours, leave without pay, or sick leave — if appropriate) to account for non-work hours during his or her tour of duty. Weather and safety leave will not be granted.
- f. Employees occupying positions not eligible for telework and employees who are not telework program participants may be granted weather and safety leave during emergency closures.

Unscheduled Telework

- g. When severe weather conditions or other circumstances disrupt or prevent employees from commuting or reporting to work, the option of **unscheduled telework** may be offered to telework eligible employees. In this instance, those employees with formal or informal telework agreements who are not already scheduled to telework, may request supervisory approval to perform unscheduled telework, report to their duty station, or take unscheduled leave.

For employees in the Washington, DC area, a manager or supervisor is authorized to grant weather and safety leave for employees occupying positions that have been determined by management not to be eligible to participate in telework.

Additional information on [weather and safety leave](#) can be found on LaborNet.

Subchapter 12: Office Coverage

The accomplishment of the Agency's mission is paramount. Management will continue to have responsibility for ensuring the mission of the Department is carried out. While supervisors and managers are encouraged to be progressive in regard to structuring how their offices operate or the manner in which they assign work, there is no contractual or legal requirement obligating the Department to do so to support an employee's request to participate in telework.

Each office will determine adequate coverage during official hours for the purpose of ensuring that the functions of the office and mission of the Department are fulfilled. Some examples of the principal types of coverage are:

- a. Customer service (i.e. answering phones, greeting clients, etc.);
- b. Providing on-site clerical, technical, and professional support;
- c. Providing office representation at essential meetings;
- d. Handling inquiries from the public; and
- e. Conducting on-site program needs based on business necessity.

All employees are obligated to comply with established coverage requirements. Supervisors will determine the necessary scheduled hours to ensure appropriate coverage of the worksite. The determination of who will work which particular hours to ensure such coverage is within the authority of the supervisor, and the equitable sharing of the burden of coverage will be considered. Where personal preference conflicts with office coverage, office coverage shall prevail. The opportunity of each employee to maximize his or her telework participation shall be consistent with the coverage of legitimate work functions as determined by the supervisor.

Subchapter 13: Space

Efficient utilization of office space is a beneficial characteristic of a telework program. Employees who have a formal telework arrangement of 3 days or more a week may not be entitled to a dedicated personal work station. These employees may be required to utilize common/shared work areas where a work surface, personal computer or docking station, phone,

and locked storage area will be provided. It is understood that these work areas are not permanently assigned to any specific employee and are utilized as available and as needed when the employee is required to report to the main office.

Should the telework arrangement be terminated, the employee will be placed in assigned workspace which may be different than that occupied prior to entering the telework arrangement.

Subchapter 14: Safety

Employees must make a reasonable attempt to ensure a safe and healthy telework environment. Each employee participating in telework must sign a self-certification checklist that proclaims the telework site is safe. Supervisors may deny an employee the opportunity to participate in telework or may rescind a telework agreement based on safety issues at the telework site.

The Government is not responsible for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilian Employees Claim Act. Injuries that arise in the performance of duty at the telework site may be subject to the Federal Employees' Compensation Act.

Subchapter 15: Continuity Planning

Telework is an integral component of the Department's Continuity Plan in the event of emergencies affecting DOL personnel or facilities. Employees whose positions have been identified as mission critical under continuity of operations (COOP) or other emergency situations may be required to telework during an emergency situation as permitted by employment conditions, statutes, rules or regulations.

Mission critical personnel should have telework agreements in place and practice teleworking in order to be prepared to telework during an emergency. These mission critical personnel should be resourced to the greatest extent possible, with the appropriate hardware, software, and training necessary to conduct essential functions for the Department via telework, if necessary.

Agencies are encouraged to conduct quarterly telework tests and annual telework exercises to analyze connectivity and accessibility for all teleworkers. Telework exercises will ensure teleworkers have the capability to perform essential functions remotely, especially in response to an emergency. Telework tests and exercises are defined as:

- a. Telework Tests – Activities designed to assess the functionality of telework equipment; the capacity of the teleworker to use the equipment effectively; and the ability of the teleworker to establish connectivity to DOL information technology systems (e.g., email, LaborNet, PeopleTime, etc.) and shared drives, if required.
- b. Telework Exercises – Single or multi-day exercises in which groups of agency or intra-agency teleworkers are given various challenges to address and scenarios beyond those

presented by equipment and connectivity testing. These challenges and scenarios should be representative of the type that would normally occur during a real-world event.

Subchapter 16: Information Technology Security

Supervisors and employees must take measures to ensure the security of portable systems while teleworking. Government furnished equipment may be required to access some internal DOL systems. Non-Government furnished equipment may have access limitations. Supervisors and employees must consult with their [Agency Information Technology Office](#) for further guidance on technical and information technology security related policies and operations.

Subchapter 17: Sensitive and Personally Identifiable Information

The employee will apply approved safeguards to protect Government/Agency records from unauthorized disclosure or damage and will comply with requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, title 5 U.S.C. and specific DOL and sub-agency confidentiality requirements. The supervisor and employee will discuss these safeguards and other rules of behavior prior to entering into a telework arrangement, including how to report a loss or theft of information while teleworking.

Subchapter 18: Reasonable Accommodation

If an employee requests the ability to telework as a reasonable accommodation for disability, the supervisor should consult with the respective agency EEO Manager to effectively respond pursuant to DLMS 4, Chapter 306 – Reasonable Accommodation for Employees and Applicants with Disabilities.

Subchapter 19: Operating Principles and Responsibilities

The Government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities) while the employee is teleworking; however, employees on telework are entitled to reimbursement for authorized expenses (e.g., fees for business-related long distance calls) while conducting Government business.

DOL seeks to purchase technologies and services to enable and promote continued utilization of telework, however, agencies are not required to furnish technologies solely for the use of telework and costs associated with telework are considerations in decisions regarding employee participation in a telework arrangement.

Each DOL Agency and Region will designate a telework coordinator whom employees and supervisors may contact for technical guidance and assistance as telework issues arise.

Supervisor Responsibilities

- a. Supervisors maintain full authority to assign and monitor work to be accomplished while an employee is teleworking. This includes, but is not limited to, identifying desired methods of communication during telework day, assigning specific work products, requiring an employee to provide a brief summary of accomplishments, or supervisory telephone calls as necessary to an employee during times the employee is scheduled to be on duty.
- b. Supervisors shall perform an annual review of telework arrangements to ensure the needs of the office/agency and employee are being met.
- c. Supervisors of teleworkers should participate in telework training for managers. [Online telework training](#) can be accessed through LearningLink.

Employee Responsibilities

- d. Employees are responsible for notifying their supervisor if conditions at the telework site impact their ability to successfully complete work assignments, e.g., interruption of electricity or internet service, or unexpected dependent care situations.
- e. For employees who use Government equipment during telework, the employee will use and protect the equipment in accordance with 5 CFR 2635.704. Government-owned equipment will be serviced and maintained by the Government. Employees will ordinarily be given a minimum of 24 hours advance notice regarding required service or maintenance of Government-owned property. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise. If the employee uses his/her own equipment, the employee is responsible for its service and maintenance.
- f. Employees on telework are obligated to ensure a safe and healthy work environment and to apply necessary safeguards to protect Government records from damage or unauthorized disclosure.

Telework Program Responsibilities

- g. **DOL Telework Managing Officer** will serve as advisor to Agency leadership and the primary agency point of contact for OPM on telework matters.
- h. **DOL Telework Program Coordinator** will provide:
 1. Telework policy development and program guidance in accordance with all applicable statutes, regulations, and other requirements.
 2. Guidance to Agency and Regional Telework Coordinators.
 3. Telework data, as necessary, to assist with telework inquiries and information requests.
- i. **Agency and Regional Telework Program Coordinators** will:
 1. Provide guidance to respective managers and employees on the implementation and operation of Agency and Regional telework programs.

2. Maintain information on respective agency or regional telework agreements for Agency or Regional employees.
3. Provide data and other requested information to the DOL Telework Program Coordinator as requested.
4. Notify unions of the establishment and termination (if applicable) of telework agreements, as appropriate.

Last updated: November 4, 2019

For DOL Personnel Regulations (DPR) questions or concerns, please contact OHR at OHR@dol.gov.

Department of Labor
Collective Bargaining Agreement(s) –
Telework Provisions

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF LABOR,
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 12,
THE NATIONAL COUNCIL OF FIELD LABOR LOCALS,
AND
THE NATIONAL UNION OF LABOR INVESTIGATORS

Introduction

The Department of Labor and its employees are first and foremost responsible for achieving the mission of the Agency to foster, promote, and develop the welfare of the wage earners, job seekers, and retirees of the United States; improve working conditions; advance opportunities for profitable employment; and assure work-related benefits and rights.

Further, Department of Labor management and its Labor counter parts, the NCFLL, Local 12 and NULI, recognize that in order to achieve this mission, it must ensure that all parts of the mission are covered by its key assets, the Department's talented and hard-working employees.

In its endeavors to achieve this mission, the Department of Labor recognizes that it must be a leading example for demonstrating a commitment to providing a positive workplace for its employees. DOL recognizes the importance of workplace flexibilities for its employees and its responsibility as a model employer. In an effort to attract, empower, and retain a talented and productive workforce in the 21st century, and in support of the Department of Labor's Reentry and Post Reentry Future of Work Plan, we must continue to enable employees to balance their responsibilities to deliver exceptional and efficient service to the American public while meeting family and other needs at home.

This is a Memorandum of Understanding (MOU) entered into between the United States Department of Labor (DOL), the American Federation of Government Employees (Local 12), the National Council of Field Labor Locals (NCFLL), the National Union of Labor Investigators (NULI) (collectively "Unions"), in accordance with the applicable provisions of the DOL/Local 12 CBA; DOL/NCFLL CBA; and the OLMS/NULI CBA.

Subject

This MOU concerns the Department of Labor's Expanded Work Schedule Flexibilities, establishes an electronic Telework system which will include a unified Telework Agreement Form and unified Telework Employee Self-Certification Safety Checklist for all DOL bargaining unit employees. This

MOU replaces the Mid-Day Flex MOU that became effective October 19, 2016, and the Workplace Flexibilities MOU that became effective on March 24, 2016.

Terms

The mission of the Department must take priority. The parties understand that the need to meet the mission of the Agency is the highest priority and are committed to ensuring this occurs. Due to specific job requirements in some offices, a lack of available work because of the nature of the position, and the varying types of work completed throughout DOL, all employees may not be allowed to utilize the full range of work schedule flexibilities, designated below. Managers and supervisors may require an employee or groups of employees to suspend flexible or compressed schedules temporarily to meet Agency needs. For example, DOL employees required to engage in the following mission-based work and coverage requirements, understand that their use of workplace flexibilities in this MOU may be limited on specific days of the week or hours of the day based on business needs by these and other activities:

- conduct inspections and investigations or survey data collection,
- attend training,
- attend legal proceedings,
- be present at worksites during specific work hours,
- be present at work for blocked periods of time such as the end of the fiscal year or other high-volume time periods for fiscal or other reasons, or
- provide administrative office coverage.

Section I – Flexible Work Schedules

A. Provisions

1. The Department's default work schedule remains the variable work week schedule and requires the following:

All DOL employees will automatically be assigned a variable workweek schedule unless an employee requests and is approved for a fixed work schedule or an Alternative Work Schedule (AWS). If DOL management assigns a different schedule to an employee, it must follow the procedures for doing so in the applicable CBA.

2. All parties agree that the [DOL Workplace Flexibilities Frequently Asked Questions and Workplace Flexibilities Guide](#), serve as guidance and a resource for both employees and management.
3. Employees may work a maximum of 13 ½ hours per workday, unless otherwise directed by management and subject to applicable pay regulations and collective bargaining articles.

B. Definitions

1. **Core Hours** are time periods during the workday, workweek, or pay period that are within the tour of duty which an employee covered by a flexible work schedule is required by the applicable flexi time plan to be present for work. With the supervisor's approval, an employee may use credit hours or leave to account for absences during core hours as well as absences outside of core hours.
2. **Work Band** is the time between the first and last hour in a day that an employee may work before receiving overtime pay.

C. Exclusions

Article 25, Section 2.C. of the CBA between NCFLL and DOL specifically discusses the First 40- hour tour of duty for MSHA authorized Representatives and Right of Entry Employees and these employees are excluded from Section I of this MOU. Part Time BLS CPI Economic Assistants, including those covered by the MOU between NCFLL and DOL, dated January 15, 2015, are excluded from Section I of this MOU.

D. Training

New Employees participating in the alternative work schedule program for the first time must complete mandatory training in advance of participation.

E. Dispute Resolution

The parties agree to make best efforts to informally resolve disputes regarding the application of this MOU and the work schedule changes, as follows:

1. Best efforts should be made between first line supervisors and employees to informally resolve the matter.
2. In the event that the matter cannot be resolved informally,

AFGE Local 12 bargaining unit employees' grievances will be treated as Grievance Board Grievances pursuant to Article 44, Section 8 of the CBA between Local 12 and DOL.

NCFLL bargaining unit employees' grievances will be handled in accordance with Article 15 of the NCFLL/DOL CBA.

NULI bargaining unit employees' grievances will be handled in accordance with Article XX of the NULI/OLMS CBA.

F. Variable Work Week

1. The Department's core hours are 10:00am to 2:30pm, Tuesday and Thursday of each work week during the bi-weekly pay period. There are no core hours on Monday, Wednesday, and Friday.
2. The Department's work band, excluding those employees on a fixed work schedule, is 6:00 am to 8:00 pm, Monday through Friday. In some DOL locations, utilities (such as HVAC and lighting) may not be available past certain times and will not be extended in buildings where they are shut off prior to 8:00 pm. Employees should take these factors into consideration when planning work schedules and make plans accordingly.
3. Employees on the variable work schedule are required to satisfy a basic work requirement of no less than five days per week, to include hours worked, leave, or a combination of both.
4. Employees on the variable work schedule are required to satisfy a basic workday requirement of no less than four hours, to include hours worked, leave, or a combination of both.
5. Employees who intend on working for four (4) hours on either a Monday, Wednesday, or Friday will notify their immediate supervisor or designee of their planned start time of work no later than 11am (except in an emergency or unanticipated events) the preceding workday. Sufficient notice includes, but is not limited to, emails.

G. Alternative Work Schedule

1. Notwithstanding any contractual provisions to the contrary, the following flexible work schedule, Alternative Work Schedule (AWS), is established and available to all eligible DOL employees. Under AWS, a full-time employee may complete their basic 80-hour work requirement in fewer than 10 work days.
2. The core hours and work band described in Section F. listed above, apply to AWS.
3. Employees participating in AWS may earn and request and use credit hours in accordance with policy and the applicable CBA articles.
4. The employee's schedule – including the regular work day off – will be discussed and established in advance with an employee's immediate supervisor. The employee's schedule – including the regular work day off will be recorded on a standard employee schedule form. [See attachment].
5. To ensure the supervisor is able to plan and assign work within the work unit, the regular work day off will be the same each pay period.
6. If an employee on AWS requests to change a regular work day off and the request is denied due to business reasons, the supervisor must explain the decision in writing and attempt to agree on a different day.
7. If the regularly scheduled day off falls on a federal holiday, the employee is entitled to an "in lieu of" day.
8. To the extent practicable, the work schedules described above will be available to eligible part-time DOL BU employees. Appropriate arrangements will be worked out between the employee and the supervisor, consistent with the needs of the office and

the spirit of the program. However, supervisors retain the right to establish and make final decisions relative to any work hour arrangements for part time employees.

9. AWS Day off/Scheduling adjustments/conflicts: When these situations occur, supervisors retain the right to establish and make final decisions relative to any alternative work schedule arrangements, including providing final approval concerning the employee's regularly scheduled day off under an AWS agreement. If conflicts arise as a result of several employees requesting the same regularly scheduled day off, then employee seniority (as defined by the applicable CBA), will be the deciding factor.
- H. This MOU does not supersede contractual, statutory or regulatory provisions related to management's right to assign work or determine work schedules, including the need to ensure office coverage during whatever regular business hours are specified in the applicable CBA or as determined by the individual field offices.

Section II - Expanded Work Schedule Flexibilities

A. Provisions

1. Exclusions

Article 25, Section 2.C. of the CBA between NCFLL and DOL specifically discusses the First 40- hour tour of duty for MSHA authorized Representatives and Right of Entry Employees and these employees are excluded from this Section II of this MOU. Part Time BLS CPI Economic Assistants, including those covered by the MOU between NCFLL and DOL, dated January 15, 2015, are excluded from Section II of this MOU.

2. Employees may, with supervisory approval, utilize the expanded work schedule flexibilities listed below.
3. To be eligible for approval for the expanded workplace flexibilities, employees must have at least a "Fully Successful" summary rating on their most recent rating of record and must not have had a written reprimand or disciplinary actions related to time, attendance, telework, or work schedules within the preceding year.
4. Employees may be denied the use of one or more of the expanded flexibilities if a supervisor identifies that there is an adverse impact on the mission of DOL. Denial does not prevent an employee from requesting the use of expanded flexibilities if the reason for denial has changed.

5. Dispute Resolution

- a. The parties agree to make best efforts to informally resolve disputes regarding the application of this MOU and the work schedule changes, as follows:
 - i. Best efforts should be made between first line supervisors and employees to informally resolve the matter.
 - ii. In the event that the matter cannot be resolved informally between supervisor and employee,
 1. AFGE Local 12 bargaining unit employees' disputes will be handled by the Agency Vice President and servicing Labor

Relations Officer.

2. NCFLL bargaining unit employees' disputes will be handled by the Local President and the regional Labor Relations Officer or their designee.
3. NULI bargaining unit employees' disputes will be handled by the Regional Director and NULI Regional Vice President.
- iii. In the event the resolution processes above are not successful, the parties agree to bring concerns to the attention of the Director, DELMR, or their designee, or, for NULI, to the Deputy Director of OLMS, or designee, to discuss and address timely.
- iv. The parties agree that disputes related to expanded work schedule flexibilities are excluded from the negotiated grievance processes in the Local 12/DOL CBA; the NCFLL/DOL CBA; and the NULI/OLMS CBA, and that any outcomes from the dispute resolution process are not subject to grievance and arbitration processes, contingent on the parties following steps (i) through (iii) above. With respect to Local 12, NCFLL or NULI, the Local 12, NCFLL or NULI President will address the issue with the Director, DELMR, and their decision will be final.

6. Expanded Work Band

- i. With advance supervisory approval, the work band for employees on DOL's flexible work schedules (variable week and DOL alternative work schedule (AWS)) is expanded to 5:00 a.m. – 10:00 p.m. Monday – Friday.
- ii. The expanded work band flexibility is only for use when an employee is at their approved telework or remote location and not for on-premises work.
- iii. Except in exigent circumstances, employees must make a request to their first line supervisor or their designee by email no later than 11:00 a.m. on the business day preceding the use of the requested expanded flexibility and indicate their anticipated work schedule. The first line supervisor or their designee will respond in writing as soon as possible. Supervisors may provide advance approval for a proposed work schedule that extends for more than one pay period.
 - a. Saturdays and Sundays are not within the flexible work band and therefore employees may not work on Saturdays and Sundays, unless otherwise required to do so by their supervisor.
 - b. Premium pay rules, including those governing overtime and compensatory time, still apply as appropriate and when approved in advance.
 - c. Credit hour rules still apply (any hours worked past 80 hours up to 24 hours maximum carryover).
 - d. Employees may continue to work a maximum of 13 ½ hours per workday.

7. Mid-Day Flex

- i. With advance supervisory approval, employees on a variable workweek schedule or

AWS may request to take a mid-day flex break on Monday, Wednesday and Friday, or outside of core hours on Tuesday and Thursday of no less than 30 minutes from duties during the regular workday to undertake personal, non-work activities without the employee being required to use leave. During the mid-day flex break, the employee is in an off-duty status and is not eligible for any form of pay, travel costs or reimbursements, paid leave including wages, compensatory time and/or credit time from the Department. Employees participating in a mid-day flex break must continue to meet the basic 80-hour tour of duty work requirement with work hours, approved leave, or accrued credit time.

- ii. Except in exigent circumstances, employees must make a request to use a mid-day flex break by email no later than 11:00 a.m. on the business day preceding the use of the requested expanded flexibility and indicate their anticipated work schedule. The first line supervisor or their designee will respond in writing as soon as possible. Supervisors may provide advance approval for a proposed work schedule that extends for more than one pay period.
- iii. A mid-day flex break may be used either at an approved telework location or an employee's on-site work location. However, employees cannot use mid-day flex breaks to change work locations (i.e., from the on-site work location to a telework site or vice versa).
- iv. Employees will continue to follow all other rules and procedures outlined in the [Department's Mid-day Flex Guide on LaborNet](#).

Section III - Telework and Remote Work

A. Provisions and Definitions

1. Telework is a work arrangement that allows an employee to perform work at an approved alternate worksite, and the employee is expected to report to their official worksite at least twice per bi-weekly pay period on a regular and recurring basis. The alternate worksite for a teleworker is the physical location approved by management as the employee's telework site.
 - i. Note: In the case of a telework employee **whose work location varies on a recurring basis** (e.g., mobile workers), with supervisory approval, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite.
 1. Mobile (field) work is work which is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile (field) work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). The definition of telework does not

include any part of work done while on official travel or mobile (field) work.

- ii. In certain temporary situations, an agency may continue to treat the agency worksite as the official worksite of the employee even though, during that period, the employee is approved to work from an alternative worksite and not returning to the agency worksite at least two days per pay period. Examples of appropriate temporary situations can be found in [OPM's Fact Sheet on Official Worksite for Location-Based Pay Purposes](#)

2. Remote work is a work arrangement under which an employee is scheduled to perform work from an alternate worksite (e.g., a place other than where the employee would normally work absent a remote work arrangement) within or outside the local commuting area of the agency worksite, and the employee is not expected to report to the agency worksite on a regular and recurring basis.

The alternate worksite for a remote worker is the employee's home or other physical location from which the employee is authorized to work as their official worksite that is not an agency office or facility.

3. DOL will continue to follow government-wide guidance related to telework and remote work by appropriate Federal entities including, but not limited to the [Office of Personnel Management's \(OPM\) Guide to Telework and Remote Work](#).
4. DOL employees serving a probationary or trial period may be permitted to participate in a formal telework arrangement or remote work arrangement, subject to supervisory approval and all other conditions in applicable statutes, regulations, and collective bargaining agreements, even if the employee has not received a rating of record.
5. As described in the Telework Enhancement Act of 2010, 5 CFR 611, DPR 611, and the collective bargaining agreements, from a conduct perspective, employees are ineligible to telework if (1) the employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year; or (2) the employee has been officially disciplined for violations of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal government computer while performing official Federal Government duties. Any other eligibility criteria related to conduct or discipline is captured in the employee's applicable collective bargaining agreement.
6. If an employee has been approved for a remote work arrangement, in line with Departmental Personnel Regulation 611 (Telework Program), outside the local commuting area of the agency worksite and their performance diminishes, the supervisor will promptly discuss those performance deficiencies with the employee and where possible, assist in improving those performance deficiencies before requiring the employee to report to the office as a way to facilitate performance

improvement.

7. If an employee was hired into their position at DOL with an expectation outlined in the vacancy announcement that the position was a remote position with no expectation for the employee to report to an official worksite other than their home (except for official travel) and the duties of the position change such that the DOL modifies the employee's official worksite to a DOL office, DOL will pay the applicable relocation costs, if any exist/are required, subject to and in accordance with Federal regulations.
8. When remote work outside the local commuting area of the agency worksite is initiated at the employee's request to accommodate the employee's personal circumstances, the employee agrees that they will not seek or be entitled to relocation costs, either at the beginning or end of the remote work arrangement.

Thus relocation costs will not be provided at the time of establishment of a new remote work arrangement, or if the remote work arrangement is changed or terminated at the employee's or government's initiation, for example because the employee's personal circumstances change, or the government determines that the arrangement is failing to meet government needs or there is a deterioration in the employee's performance.

However, DOL management may consider alternative solutions such as looking for an alternate DOL work site within the employee's commuting area. The parties agree that management retains the right to assign work, including recalling employees from a remote arrangement if work must be conducted on-site.

9. In accordance with the parties' collective bargaining agreements and the DPR 611, employees are responsible for equipment outside of what they need to do their job. Employees are provided laptops which have software to enable telework such as jabber and TEAMS (among others). When the job responsibilities require additional equipment, the agency may provide it. For example, a field investigator may need a mobile phone or tablet. Additional equipment beyond the standard issued laptop should only be provided when there is a need based on the type of work.
10. Employees who are approved for remote work will be provided the following items:
 - Laptop
 - Soft Telecommunication equipment such as VOIP or jabber
 - Headphones
 - Employees will coordinate with their supervisors for any office supplies that are needed.
11. If an employee has been approved for a remote work arrangement and believes that they need specific equipment for remote work due to a disability, and the equipment is not otherwise provided, they may request that equipment through the reasonable accommodation process.

B. Telework Agreement Form

1. In the interest of continuity and best leveraging technology, DOL management is

testing and will deploy an electronic Telework system by which employees will submit requests to telework to their supervisors, using the attached Telework Agreement Form and attached Telework Employee Self-Certification Safety Checklist. DOL management plans to deploy this electronic system as soon as February 2022.

2. When the electronic telework system is deployed, DOL employees must request to participate in telework through the electronic system to ensure the data is up to date.
3. The parties agree that the Telework Agreement Form that is an attachment to this MOU replaces all other Telework Agreement Forms in other locations, to include but not limited to: the NCFLL/DOL CBA effective October 1, 2006; the Local 12/DOL CBA effective July 20, 2020; and the NULI/OLMS CBA effective [insert date].
4. The parties agree that the Telework Employee Self-Certification Safety Checklist that is an attachment to this MOU replaces all other Telework Safety Checklists in other locations, to include but not limited to: the NCFLL/DOL CBA effective October 1, 2006; the Local 12/DOL CBA effective July 20, 2020; and the NULI/OLMS CBA effective [insert date].
5. Annual Recertification of the telework agreement is intended to be a review of the telework arrangement. It is intended to make sure that the arrangement is continuing to meet the needs of the office/agency and that the information in the agreement is still accurate and relevant. The parties understand that management retains the right and obligation to review telework arrangements continuously and may modify or terminate telework agreements at any time, subject to the procedures outlined in the applicable CBA.
6. If management intends to change or modify the agreement based on mission needs, there should first be a discussion with the employee, consistent with the applicable collective bargaining agreement. Absent exigent circumstances, supervisors should not modify or terminate a telework arrangement through the recertification process without first discussing the modification or termination with the employee. All changes made by management or the employee, to the agreement will follow what is written in the applicable CBA.

Training

Telework training-When the electronic system is fully implemented training on the new system will be provided to all DOL employees with refresher training occurring bi-annually.

Space

Space issues will be handled under the provisions of each union's CBA.

Section IV - Posting and Information Distribution Requirements

- A. If a Union representative or a bargaining unit employee has questions, they may continue to utilize the flexibilities@dol.gov email box.
- B. DOL will email all employees the link to this MOU on LaborNet.
- C. This MOU establishes no precedent for any other agreement, practice, or procedure.

Section V – Formation of Teams to discuss Future of Work

Joint management/union teams will be formed by each Agency to address what the new work environment will be post COVID. The parties agree to meet 90 days after the first business day of Phase 3 to discuss the teams and how often they will meet. The parties plan to use already existing forums to meet and discuss future of work matters such as Labor Forums, LMR meetings, and Agency meetings.

DOL recognizes its obligations under the Federal Service Labor Management Relations Statute. As such, DOL will provide notice to the Unions regarding changes to processes that may give rise to a bargaining obligation.

FOR THE DEPARTMENT:

SHAWN
HOOPER

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SHAWN HOOPER
Date: 2022.02.24
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Shawn K. Hooper
Chief, Division of Employee and Labor Management
Relations (DELMR), OHR, OASAM

SHEILA
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Sheila DeMartino
Labor Relations Officer, DELMR
OHR, OASAM

MARIA JORDAN

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Maria Jordan
Chief, Division of Worklife and Engagement
OHR, OASAM

MICHAEL LAZZERI

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LAZZERI
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Michael Lazzeri
Regional Administrator, Midwest Region
Wage and Hour Division (WHD)

FOR AFGE LOCAL 12:

LaRhonda D. Gamble

LaRhonda D. Gamble
President, AFGE Local 12

Gregory B. Green II

Gregory B. Green
Executive Vice-President,
AFGE Local 12

George E. Jordan

George E. Jordan
Head Steward, AFGE Local 12

FOR NCFLL:

Nancy Nolan

Nancy Nolan
Executive Vice President, NCFLL

Leyla Mansur
Director, Office of Program Planning Evaluation
and Management (OPPEM),
Employee Benefits Security Administration (EBSA)

Steven M. Southwood
Steve Southwood
Vice-President, NCFL

Rob Sax
Rob Sax
Vice-President, NCFL

FOR NULI:

Frank Schneider
Franklin E. Schneider,
Executive Vice-President, NULI

David Nadboralski
David Nadboralski
Steward, NULI

Date

ANDREW
AUERBACH

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ANDREW AUERBACH
Date: 2022.02.23 17:3854
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Andrew D. Auerbach
Deputy Director, Office of Labor Management
Standards

Article 11 Telework

Section 1: Introduction

The Department of Labor and its employees are first and foremost responsible for achieving the mission of the Agency to foster, promote, and develop the welfare of the wage earners, job seekers, and retirees of the United States; improve working conditions; advance opportunities for profitable employment; and assure work-related benefits and rights.

Further, Department of Labor management and Local 12 recognize that in order to achieve this mission, it must ensure that all parts of the mission are covered by its key assets, the Department's talented and hard-working employees.

In its endeavors to achieve this mission, the Department of Labor recognizes that it must be a leading example for demonstrating a commitment to providing a positive workplace for its employees. DOL recognizes the importance of workplace flexibilities for its employees and its responsibility as a model employer. In an effort to attract, empower, and retain a talented and productive workforce in the 21st century, we must continue to enable employees to balance their responsibilities to deliver exceptional and efficient service to the American public while meeting family and other needs at home.

This Article supersedes and replaces the Memorandum of Understanding between the United States Department of Labor and the American Federation of Government Employees Local 12, commonly referred to as the "Future of Work" MOU, executed on February 24, 2022.

Section 2: Purpose

DOL Management and Local 12 jointly recognize the mutual benefits of a flexible workplace program to the Department and its employees. In recognizing this benefit, both parties also acknowledge the needs of the DOL to accomplish its mission without diminishing employee performance or the operations of the Agency. Participation in the telework program must be consistent with mission accomplishment and customer service.

The benefits of telework include recruiting new workers, retaining valuable talent, allowing the Federal government to maintain productivity in various situations, balancing work and family responsibilities, providing reasonable accommodation for disabled employees, realizing cost savings to the Government, and meeting environmental, financial, and commuting concerns. In addition, telework helps maintain Continuity of Government (COG) and Continuity of Operations (COOP) and continued productivity during emergency situations (e.g., public health emergencies, localized acts of nature, accidents, etc.).

The Telework Enhancement Act of 2010, 5 U.S.C. § 6501-6506, requires Agencies to have telework programs, but nothing in that statute or in this Agreement gives individual employees a right to telework. Telework is a privilege rather than a right. Telework is a voluntary program which permits employees to work at home or at

other approved sites away from a Federal agency office location. This does not bar Management from requiring employees whose positions have been identified as mission critical under Continuity or other emergency situations from working at an alternate site as permitted by law, rule, or regulation.

Section 3: Provisions and Definitions

- a. Telework is a work arrangement that allows an employee to perform work at an approved alternate worksite, the employee is expected to report to their official worksite at least twice per bi-weekly pay period on a regular and recurring basis. The alternate worksite for a teleworker is the physical location approved by management as the employee's telework site.
 - 1) Note: In the case of a telework employee **whose work location varies on a recurring basis** (e.g., mobile workers), with supervisory approval, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite.
 - a. Mobile (field) work is work which is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile (field) work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). The definition of telework does not include any part of work done while on official travel or mobile (field) work.
 - 2) In certain temporary situations, an agency may continue to treat the agency worksite as the official worksite of the employee even though, during that period, the employee is approved to work from an alternative worksite and not returning to the agency worksite at least two days per pay period. Examples of appropriate temporary situations can be found in OPM's Fact Sheet on Official Worksite for Location- Based Pay Purposes at <https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/>.
- b. Remote work is a work arrangement under which an employee is scheduled to perform work from an alternate worksite (e.g., a place other than where the employee would normally work absent a remote work arrangement) within or outside the local commuting area of the agency worksite, and the employee is not expected to report to the agency worksite on a regular and recurring basis. The alternate worksite for a remote worker is the employee's home or other physical location from which the employee is

authorized to work as their official worksite that is not an agency office or facility.

Section 4: Types of Arrangements: Informal and Formal

All telework arrangements require supervisory approval and a written agreement between the employee and their supervisor.

Formal arrangements are regular and recurring in nature and include working at home, telecommuting centers, or other sites approved by the supervisor.

Informal arrangements are sometimes referred to as ad hoc, episodic, or situational. Such arrangements will normally take one (1) day or less, but could last longer if a project or work assignment necessitates more time. Telework performed under an informal telework arrangement requires supervisory approval prior to each authorized telework occurrence. Informal arrangements may be used as trial periods to determine the practicality of formal arrangements. Generally, this trial period will last at least six (6) months to determine the practicality of formal arrangements. However, nothing precludes a supervisor from placing an employee on a formal arrangement in less than six months, nor removing an employee from an informal arrangement for good cause. Employees who have an approved informal telework agreement may work unscheduled telework when OPM or DOL authorizes it to the extent that technology and workload permits, with supervisory approval.

For the purposes of this Article, no distinction is made between probationary and non-probationary employees.

Section 5: Eligibility

- a. Consistent with the parties' goals of fostering a family-friendly workplace, all employees are eligible to participate in the telework program, except for employees whose duties and responsibilities include:
 - (1) required daily access to classified/secured or sensitive information which cannot be transported or accessed remotely;
 - (2) required daily in-person contact with members of the public or the use of equipment at the main worksite; or
 - (3) performance that is otherwise infeasible away from the employee's regular place of employment.
- b. Furthermore, per the Telework Enhancement Act of 2010 (public law 111-292) an employee is not eligible to telework if, the employee has been officially disciplined in the previous three (3) years for being absent without permission for more than five (5) days in any calendar year, or has been officially disciplined for violation of subpart G of the Standards of Ethical

Conduct for Employees of the Federal Branch, for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

- c. DOL employees serving a probationary or trial period may be permitted to participate in a formal telework arrangement or remote work arrangement, subject to supervisory approval and all other conditions in applicable policies, statutes, regulations, and collective bargaining agreements, even if the employee has not received a rating of record.
- d. For those employees determined eligible to participate, the following criteria must also be met:
 - (1) A sufficient amount of the employee's essential functions can be performed at an alternate worksite. It is understood that the accomplishment of the Agency's mission is paramount. While supervisors and managers may agree to permit an employee to telework, there is no contractual obligation or requirement on Management to do so.
 - (2) The employee must be available and accessible to supervisors, coworkers, and customers at all times while performing work at an alternate worksite.
 - (3) The employee's most recent performance evaluation is at least Fully Successful.
 - (4) The employee has not had a conduct problem documented within the previous twelve (12) months that would cause management to be concerned about the employee's trustworthiness or dependability.
 - (5) Costs of such an arrangement must be feasible. The parties recognize that costs or cost savings in technology, equipment and telecommunications are considerations in decisions regarding participation in telework arrangements.

- (6) Technology/equipment needs: Existing and evolving technology(ies) may allow or prevent an employee from participating in the Telework Program. The employee may need access to specific equipment and/or technology on telework days. Management may require employees to conduct work only on government furnished equipment while teleworking. Such equipment/technology, as identified by the employee's supervisor, may include, but is not limited to:
 - (a) Telephone access, including long distance
 - (b) Functional internet access
 - (c) DOL-approved computer hardware/software
 - (d) Equipment maintenance and repair
 - (e) Remote technical assistance
 - (f) Replacement of damaged or lost equipment
 - (g) Fax capability
 - (h) Scanning capability
 - (7) Any required telework training must be completed before the Telework Agreement is signed. Thereafter, employees must take mandatory telework training on a biennial (every other year) basis.
 - (8) Employees must follow applicable policies and procedures when accessing, handling, and disposing of Government or Departmental information. This includes, but is not limited to, confidential data and other information protected by statute.
- e. Consistent with the Telework Enhancement Act of 2010, teleworkers and non-teleworkers will be treated the same for purposes of:
- (1) Periodic appraisals of job performance of employees;
 - (2) Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees;
 - (3) Work requirements; and
 - (4) Other acts involving managerial discretion.

Section 6: Coverage of Office Functions

- a. The parties understand that the need to meet the mission of the Agency is the highest priority and are committed to ensuring this occurs. The parties agree that the types of work completed throughout DOL may significantly vary and therefore, the ability to telework may be limited. For example, DOL employees required to engage in the mission-based work and coverage requirements listed below, understand that they may not be able to participate in telework and/or that their use of telework may be limited. Some examples include, but are not limited to:
 - (1) conduct inspections and investigations;
 - (2) attend training, including initial developmental periods;
 - (3) attend legal proceedings;
 - (4) be present at worksites during specific work hours;
 - (5) be present at worksites for blocked periods of time such as the end of the fiscal year or other high-volume time periods for fiscal or other reasons;
 - (6) answering phones (although the parties recognize that technology may permit this function to be performed remotely);
 - (7) providing receptionist duties, including receiving visitors;
 - (8) providing clerical, technical, and professional support;
 - (9) providing office representation at essential meetings;
 - (10) handling inquiries from the public;
 - (11) fulfilling program needs based on business necessity; and/or
 - (12) dealing with internal and/or external customers during the normal business hours of the office.
- b. Management will continue to have responsibility for seeing that the mission of the Department is carried out. Each office will determine adequate coverage during normal business hours for the purpose of assuring that the functions of the office and mission of the Department are fulfilled.
- c. Employees must meet coverage requirements, if assigned. The determination of who will work which particular hours to ensure such coverage is within the authority of the supervisor. Determining office coverage hours may involve both the office worksite and the telework site. Where practicable, personal preference will be considered when scheduling coverage. Where personal preference conflicts with mission accomplishment

or the equitable sharing of the burden of coverage, personal preference shall give way.

Section 7: Time Frames

Upon receipt of a written request for formal telework, the supervisor will normally respond to the employee within fourteen (14) calendar days of the request.

- a. If disapproved, the employee will be advised in writing with the reason(s).
- b. If approved, the specifications of the arrangement will be established, reduced to writing on a Standard Individual Telework Agreement Form, and signed by both the supervisor and the employee. The employee will begin working at the alternate worksite within fifteen (15) workdays after completion of the agreement form unless circumstances dictate otherwise.

Section 8: Telework Agreement Form

- a. In the interest of continuity and best leveraging technology, DOL management uses an electronic Telework system by which employees must submit requests to telework to their supervisors, using the attached Telework Agreement Form and attached Telework Employee Self-Certification Safety Checklist.
- b. DOL employees must request to participate in telework through the electronic system to ensure the data is up to date.

Section 9: Operating Principles

- a. Supervisors maintain full authority to assign work. This includes, but is not limited to, assigning specific work products to be completed or requiring an employee to respond to requests from their supervisor.
- b. The governing rules, regulations and policies concerning time and attendance, overtime, credit hours and leave are unchanged by participation in telework. Employees will not perform overtime or night work without express approval in advance.
- c. For employees who are approved to participate in telework, the employee will normally have the option to work a designated flexible work schedule or other schedules as set forth in Article 5.
- d. Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.
- e. The Government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities). Employees on telework are entitled to reimbursement for authorized expenses while conducting government business.
- f. For employees who are approved to be on telework, the following applies with respect to equipment:

- (1) Employees are responsible for equipment outside of what they need to do their job. Employees are provided laptops which have software to enable telework such as jabber and TEAMS (among others). When the job responsibilities require additional equipment, the agency may provide it. For example, a field investigator may need a mobile phone or tablet. Additional equipment beyond the standard issued laptop should only be provided when there is a need based on the type of work.
- (2) If the employee uses government furnished equipment, the employee will use and protect the equipment the same as if they were in the office.
- (3) Government-furnished equipment will be serviced and maintained by the government.
- (4) If the employee uses their own equipment, the employee is responsible for its service and maintenance.
- (5) In the event an employee loses connectivity and/or experiences an issue with either government furnished equipment or their personal equipment, the employee must contact the appropriate IT Helpdesk or other vendor as soon as possible to remedy the issue. In addition, the employee must notify their supervisor as soon as practicable.
- (6) Employees will ordinarily be given a minimum of 24 hours advance notice regarding management's service or maintenance of government-furnished equipment. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise.
- (7) Employees are obligated to apply necessary safeguards to protect government records from damage or unauthorized disclosure.
- (8) To ensure access to bargaining unit employees participating in telework, the Standard Individual Telework Agreement will state the employee's name; their alternate worksite address(es), including non-DOL telephone number, e-mail and/or fax number. A semi-annual report reflecting the total numbers of Telework Agreements, with the number of days per week and the agency shall be provided to the Union on the first of March and the first of September.
- (9) Management may review the telework agreement at any time to ensure the agreement is continuing to meet the mission and business needs of the Agency. A review must occur no less than annually. The review is intended to make sure that the arrangement is continuing to meet the needs of the office/agency and that the information in the agreement is still accurate and relevant. The parties understand that management retains the right

and obligation to review telework arrangements continuously and may modify or terminate telework agreements at any time, subject to the procedures outlined in the applicable CBA.

- (10) If management intends to change or modify the agreement based on mission needs, there should first be a discussion with the employee. Absent exigent circumstances, supervisors should not modify or terminate a telework arrangement through the recertification process without first discussing the modification or termination with the employee.
- (11) In circumstances where OPM or DOL authorizes the use of unscheduled telework, or unscheduled leave, those employees who currently have an approved informal or formal telework agreement in place may request to telework, report to their duty station within DOL, or take unscheduled leave. Employees must notify their supervisor of their plan to telework, report to their duty station within DOL or take unscheduled leave, as soon as practicable after official notification, normally no later than 10:00 A.M.
- (12) DOL will continue to follow government-wide guidance related to telework and remote work by appropriate Federal entities including, but not limited to the Office of Personnel Management's (OPM) Guide to Telework and Remote Work found at:
[<https://www.telework.gov/guidance-legislation/telework-guidance/telework-guide/guide-to-telework-in-the-federal-government.pdf>]

Section 10: Remote Work Considerations

- a. If an employee has been approved for a remote work arrangement, in line with DPR 611 (Telework Program), outside the local commuting area of the agency worksite and their performance diminishes, the supervisor will promptly discuss those performance deficiencies with the employee and where possible, assist in improving those performance deficiencies before requiring the employee to report to the office as a way to facilitate performance improvement.
- b. If an employee was hired into their position at DOL with an expectation outlined in the vacancy announcement that the position was a remote position with no expectation for the employee to report to an official worksite other than their home (except for official travel) and the duties of the position change such that the DOL modifies the employee's official worksite to a DOL office, DOL will pay the applicable relocation costs, if any exist/are required, subject to and in accordance with Federal regulations.
- c. When remote work outside the local commuting area of the agency worksite is initiated at the employee's request to accommodate the

employee's personal circumstances, the employee agrees that they will not seek or be entitled to relocation costs, either at the beginning or end of the remote work arrangement. Thus, relocation costs will not be provided at the time of establishment of a new remote work arrangement, or if the remote work arrangement is changed or terminated at the employee's or government's initiation, for example because the employee's personal circumstances change, or the government determines that the arrangement is failing to meet government needs or there is a deterioration in the employee's performance. However, DOL management may consider alternative solutions such as looking for an alternate DOL work site within the employee's commuting area. The parties agree that management retains the right to assign work, including recalling employees from a remote arrangement if work must be conducted on-site.

✚ Employees who are approved for remote work will be provided the following items:

- (1) Laptop
- (2) Soft Telecommunication equipment such as VOIP or jabber
- (3) Headphones

Employees will coordinate with their supervisors for any office supplies that are needed.

e. If an employee has been approved for a remote work arrangement and believes that they need specific equipment for remote work due to a disability, and the equipment is not otherwise provided, they may request that equipment through the reasonable accommodation process.

Section 11: Recall

Employees participating in telework must be accessible and available for recall on a temporary basis to the office based on the needs of the Agency. Recall examples include, but are not limited to, training, special meetings, new work requirements, unanticipated short-term staffing shortages and emergencies. When possible, Management will provide reasonable advance notice of not less than forty-eight (48) hours for all recalls; while there may be circumstances when advance notice cannot be given, the notice should be as soon as practicable.

Section 12: Termination

- a. Employees may voluntarily terminate participation in a telework/remote work arrangement at any time; however, employees may be expected to continue working at the alternate worksite for a reasonable period to allow management time to arrange a work station.
- b. Supervisors may terminate an agreement whenever one or more of the following conditions occur:
 - (1) There is a change in work requirements, or the arrangement no longer supports the mission.
 - (2) The employee's performance is less than Fully Successful after at least ninety (90) days.
 - (3) The employee has demonstrated conduct problems regarding trustworthiness or dependability which have been documented to the extent that they should be removed from the program.
 - (4) Costs of the agreement are no longer affordable.
 - (5) Technology changes require return to the regular office.
 - (6) The employee does not comply with the terms of their agreement.
- c. When Management terminates an agreement:
 - (1) To the extent practicable, Management will provide at least seven (7) calendar days advance notice of the termination of any agreement.
 - (2) The Notice of Termination must be in writing and indicate the reason(s) for termination and advise the employee what steps he or she must take in order to regain eligibility to telework.
- d. Termination of a telework agreement does not prevent an employee from reapplying as soon as the required criteria are met, as described above.

Section 13: Space

As described in Article 32, the following apply. Employees who are scheduled to be away from the office, either through telework and/or regular scheduled day(s) off through AWS, a compressed work schedule, or a part-time schedule, three (3) or more full days a week are not entitled to a dedicated personal work station. These employees may be required to utilize common/shared work areas as described in Article 32. Under this concept, employees will be provided a work area which includes a work surface, a docking station, a phone, and locked storage as provided for in Article 32. It is understood that these work areas are not permanently assigned to any specific employee and are utilized on a daily first come, first served basis, and as needed when the employee is required to report to the office.

Section 14: Safety

- a. Each participating employee must sign a self-certification checklist that certifies that the alternate worksite is safe. Management may deny an employee the opportunity to participate in telework or may recall a telework agreement based on safety concerns at the telework site.
- b. Safety self-certification checklists must be submitted and recertified to the employee's supervisor annually in the Department's automated telework application system.

Section 15: Issue Resolution

- a. Agency managers and Union officials are encouraged to establish creative approaches, including sharing information, to resolve problems regarding telework. Where there are disputes over participation, recall, or termination of a formal telework arrangement, the dispute shall be brought to the Local 12 Agency Vice-President and the employee's second-line supervisor in an effort to resolve the issue informally.
- b. In the event that the matter is not resolved informally, it will be elevated to the Director, OELMR, or designee, and President, AFGE Local 12, or designee, for timely resolution.

Section 16: Grievability

Management's decisions on participation, recall, or termination of formal telework arrangements are grievable and arbitrable before the Grievance Board as set forth in Article 44. Decisions on informal telework arrangements are not grievable unless the employee alleges that the decision is based on a prohibited personnel practice.

Section 17. Standard Individual Telework Agreement Template and Safety Checklist

The Standard Individual Telework Agreement template and self-certification checklist is included in the Department's automated telework application system. If management proposes to change the Standard Individual Telework Agreement template and/or checklist, management will notify the Union.

Department of State
Supplemental Documents

Department of State
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL
January 26, 2024

OMB Request: *Please send a written update that answers these questions. Agencies may provide additional detail or narrative on top of these answers. Responses are due via email to futureofwork@omb.eop.gov no later than January 26, 2024.*

Agencies should provide:

(1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

- The Department has met its in-person presence objectives. As of January 23, 2024, with a Mobility Assessment Tool (MAT) completion rate of 100%, the average maximum routine telework a domestic employee is permitted per pay period is 36% -- a decrease from 51% on October 30, 2023.
- We are also tracking payroll data, per OMB request, which indicates that 77% of domestic work hours are performed onsite. Due to the consistency of this metric over recent months despite significant changes in onsite presence requirements, the Department will continue to refine reporting of telework in its time and attendance process.
- On average, domestic Department employees are now expected to work onsite a minimum of 6-7 days per pay period, meeting our in-person presence objective.
- In addition, our overseas workforce of more than 9,000 is limited to situational telework only.

(2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

- Workforce support: The Department continues to strengthen existing lines of effort to support our workforce to make onsite presence

meaningful, manage hybrid teams, and highlight the extensive employee resources for work/life integration while also meeting the goal of our mission.

- Infrastructure improvements: The Department continues to improve infrastructure and coordinate with external service providers to support onsite presence, including office and conference room space, parking, transportation, and food options.
- Communications and outreach: Consistent outreach to the workforce is a priority, including direct messaging from senior leaders, targeted support for managers, open forums like town halls, and updated policy guidance.
- Continual policy refinement: The Department will continue to refine guidance on onsite presence to further improve consistency, including working with timekeepers to ensure consistent reporting of telework and onsite work hours. We are also looking at strategically using workplace flexibilities to increase recruitment and retention.

(3) Description of your agency’s approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

- The Department of State uses the MAT to assess the appropriate level of onsite work for each domestic position based on a standardized set of criteria.
- At Secretary Blinken’s direction, the Department recalibrated the MAT in the fall of 2023 to increase meaningful onsite presence.
- All teleworking employees are required to have an active telework agreement, approved by both their supervisor and bureau executive director. The Department will continue to monitor and enhance compliance through targeted outreach.
- Supervisors are also responsible for ensuring that employees follow their approved telework schedules and report to the office as required.
- The Department continues to submit biweekly reports to OMB with a detailed breakdown of telework data.

- The Department is discussing data management improvements that could empower managers and bureaus to better track and enforce telework agreement compliance.

Department of State
Telework Policy(s)

3 FAM 2360

TELEWORK

(CT:PER-1175; 02-12-2024)
(Office of Origin: GTM/ER/WLD)

3 FAM 2361 GENERAL INFORMATION

3 FAM 2361.1 Purpose

(CT:PER-1175; 02-12-2024)
(State Only)

(Applies to Foreign Service and Civil Service Employees)

The Telework Enhancement Act of 2010 (Act) required each executive branch agency to establish a policy under which eligible employees are authorized to telework. Telework is primarily an arrangement established to facilitate the accomplishment of work *from a location other than the regular worksite*. While employees and agencies alike enjoy positive outcomes resulting from telework, agencies retain both the discretion and the obligation to determine employee eligibility for telework subject to business-related, operational needs, as well as the limitations and requirements described in the Act, including 5 U.S.C. 6502(b), and OPM guidance.

3 FAM 2361.2 Authority

(CT:PER-1175; 02-12-2024)
(State Only)

(Applies to Foreign Service and Civil Service Employees)

Authorities include:

- (1) An Office of Personnel Management (OPM) memorandum to agency personnel directors on October 21, 1993;
- (2) Presidential memoranda to agency heads on July 11, 1994 (Memorandum on Expanding Family Friendly Work

Arrangements in the Executive Branch), and June 21, 1996 (Memorandum on Family Friendly Work Arrangements);

- (3) The National Telecommuting Action Plan adopted by the President's Management Council on January 5, 1996;
- (4) Section 359 of Public Law 106-346, October 23, 2000;
- (5) Division B of Public Law 108-447, December 8, 2004;
- (6) The Telework Enhancement Act of 2010 signed by the President on December 9, 2010;
- (7) 5 CFR 531.605;
- (8) Information on telework law and telework guidance found on www.telework.gov, the official website of the Federal Government's telework program; and
- (9) *Office of Personnel Management (OPM) Guidance released to Agencies, November 2021.*

3 FAM 2361.3 Applicability

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. This subchapter applies to:
 - (1) Civil Service and Foreign Service employees who are on assignment in the United States and who are encumbering a position with duties eligible for telework; and
 - (2) U.S. direct-hire employees assigned abroad on a case-by-case basis, at the discretion of management.
- b. For information regarding special considerations pertaining to telework arrangements for employees abroad, refer to [3 FAM 2362.3](#).
- c. For information regarding Domestic Employees Teleworking Overseas (DETOs) refer to [3 FAM 2370](#).
- d. For information regarding establishing a Remote Work Arrangement, refer to [3 FAM 2380](#) (Remote Work).

- e. For information regarding telework arrangements for Locally Employed (LE) Staff, refer to [3 FAM 7769](#).
- f. Telework arrangements as accommodation for a disability must be approved by the Disability and Reasonable Accommodation Division in the Bureau of Global Talent Management, Office of Accessibility and Accommodations (GTM/OAA/DRAD), in accordance with the provisions of the Rehabilitation Act of 1973, the Americans with Disabilities Act Amendments Act of 2008, and implementing EEOC regulations at 29 CFR 1630. *See [3 FAM 3670](#) for how to request a reasonable accommodation.*

3 FAM 2361.4 Definitions

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

Alternate worksite: A designated location, other than the *regular* worksite, where employees perform work assignments, such as the employee's home.

Core telework: *A telework arrangement in which the* employee teleworks on a regularly scheduled basis.

eTelework: *Electronic database in GTM Next through which all domestic employees request Telework agreements.*

Global OpenNet (GO): The OpenNet Everywhere system that provides subscriber access to Department of State unclassified email, documents, and applications while away from the office or teleworking.

Mobility Assessment Tool (MAT): *A tool housed in GTM Next for managers/supervisors to use to determine the maximum telework eligibility for domestic positions using an equitable, standard, and objective process.*

Official Worksite: *The official worksite is the location where the employee regularly performs their duties as reflected on the employee's Notification of Personnel Action (SF-50). For an employee who is approved for remote work, whether within or outside of the locality pay area of the regular worksite, the location on their SF-50 for their official worksite will generally be*

their residence. The official worksite may also be referred to as the official duty station.

Regular Worksite: *The physical location where an employee would normally report for work if they were not working remotely or teleworking (i.e., the location of the employee's position, such as the Harry S Truman Building). This may also be referred to as the agency worksite.*

Remote Worker: *A U.S. government direct-hire employee assigned to a domestic position who performs their position's job duties offsite at an approved alternate worksite and who is not expected to report to the regular worksite.*

Situational telework: *A telework arrangement in which an employee is approved by a supervisor to telework on an ad-hoc/case-by-case and non-routine basis, where the hours teleworked are not part of a previously approved, ongoing, or regular telework schedule. Situational telework is sometimes also referred to as occasional, episodic, intermittent, unscheduled, or ad-hoc telework. Situational telework may be granted even if an employee is already approved for core telework and does not require an amendment to an existing telework agreement.* This type of telework also is a component for continuity of operations (COOP) *and continuity of government (COG) operational statuses.*

Telework: The term 'telework' or 'teleworking' refers to a *workplace* flexibility under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved *alternate* worksite other than the *regular worksite, but still reports onsite to their regular worksite at least twice per pay period.*

Teleworker: *An employee who teleworks but reports to the regular worksite at least twice per pay period.*

Telework agreement: A mandatory document that outlines the terms and conditions of the telework arrangement, which are agreed upon between the supervisor and the employee.

Unscheduled telework: Telework performed by an *employee* with an approved active telework agreement on an unscheduled basis

in response to inclement weather or other unexpected emergencies and in accordance with OPM notifications and guidance, with notification to the supervisor. OPM generally makes unscheduled telework announcements in these circumstances to permit (or require) unscheduled telework to be performed, in compliance with agency policy, irrespective of whether the employee was scheduled to telework.

3 FAM 2362 DEPARTMENT POLICY

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

Note: The rest of [3 FAM 2360](#) addresses only telework. See [3 FAM 2380](#) for detailed information on remote work.

- a. The Office of Employee Relations, Work Life Division, in the Bureau of Global Talent Management (GTM/ER/WLD) manages the Department's Telework Program and provides telework policy guidance to bureaus. When properly implemented, telework benefits both the employee and the Department by increasing work/life effectiveness, *aiding in recruitment and retention*, and enhancing morale.
- b. Maintaining a viable telework-ready workforce requires practice and the regular, *ongoing* testing of equipment and procedures to ensure that teleworkers will be effective and efficient while performing duties at an alternate worksite when required.
- c. Bureaus have management discretion to determine whether telework is an option for *their* direct-hire employees and contractors. Bureau management officials may develop a bureau telework policy that advances the bureau's mission and meets the bureau's operational needs while supporting telework to the fullest extent practicable. A bureau telework policy must be consistent with, and no more restrictive than, the Department's telework policy in [3 FAM 2360](#).

3 FAM 2362.1 General Provisions

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. The programmatic requirements of the office must be *considered when* approving telework arrangements.
- b. Participation in the Telework Program is voluntary.
- c. Telework *is not an entitlement, nor does it* create any right or benefit, substantive or procedural, enforceable by a party against management.
- d. Telework agreements outlining the specific work arrangement agreed to *for the teleworker* must be established between the employee and supervisor.
- e. The telework agreement *must* be *reviewed* by the manager and teleworker at a minimum on a yearly basis *and/or* if there is a material change in *position functions*.
- f. Employees are responsible for informing supervisors and colleagues how they can be reached during telework or remote work, including by telephone. Employees must provide accurate contact methods in their email signature block to ensure they can be contacted whether working offsite or in the office.*
- g. Supervisors are responsible for implementing measures to maintain open communication *with all employees whether onsite or offsite*.
- h. Telework arrangements *are* based on the employee's position *duties as evaluated for telework eligibility in the Mobility Assessment Tool*.
- i. Telework *is* not a substitute for *dependent care but teleworkers may work from their alternate location even when individuals requiring care (e.g., children or elders) are present*. Employees must request leave for time spent *actively* performing care or personal responsibilities during regular duty hours.
- j. The alternate worksite must be a safe and adequate place to work. Teleworkers must provide sufficient security to protect any U.S. Government-owned equipment that may be lent or issued to them.

- k. Per [3 FAM 3483.2\(a\)\(3\)](#), an authorizing official will not approve Weather and Safety Leave (WSL) when the WSL condition does not prevent the employee from safely traveling to and safely performing work at their regular worksite, even if the affected day is a scheduled telework day. This includes situations where an employee loses internet connectivity *at the alternate worksite (except in cases where there is also an office closure at the regular worksite). For teleworkers who lose connectivity at the alternate worksite*, Global OpenNet (GO) login and IT connection attempts reported to the IT Service Center are considered hours of work (i.e., Regular Duty) for up to one hour.
- l. *All employees, whether working onsite, teleworking, or remote* must be treated *equally* for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, work requirements, removing employees, and other acts involving managerial discretion. *References to telework or remote work status will be considered inadmissible comments for the purposes of Civil Service performance appraisals and Foreign Service Employee Evaluation Reports (EERs).*
- m. A supervisor may cancel, suspend, or modify the telework arrangement in accordance with [3 FAM 2362.2](#), *with prior notification of at least two pay periods*, by providing written justification to the employee *documenting the rationale for the cancellation or change, such as a substantive change in the position's duties or a performance or conduct issue.*
- n. An employee may cancel the telework agreement at any time with prior notification of at least 10 workdays. An employee may request an adjustment of their telework arrangement by providing a written justification to their supervisor for consideration.
- o. A supervisor generally may require the presence of an employee in the office on a day normally scheduled for telework. A supervisor has discretion to allow a make-up core telework day, but there is no requirement to do so. In situations where an employee requests telework as a reasonable accommodation, the *supervisor should forward the request to* the Office of Accessibility and Accommodations in the Bureau of Global Talent

Management, *in accordance with [3 FAM 3673.2](#)*. Normally, an employee is notified of such a change in advance, but sometimes advance notice is not feasible.

- p. Teleworkers are subject to workplace requirements, e.g., random drug testing, and must report to the *regular worksite* when requested. As a general rule, transportation costs from the alternate worksite to the official worksite on a day usually scheduled for telework will not be reimbursed by the U.S. Government.
- q. Teleworking employees must exercise care and judgment with regards to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see [12 FAM 540.](#))
- r. All work-related files, records, or papers produced while *working away from the regular worksite* are the property of the U.S. Government and are subject to all applicable laws and regulations governing the use, maintenance, access, and destruction of such files, records, and papers.
- s. Employees must adhere to the terms of their Telework Agreement.
- t. A decline in employee performance may result in the modification or cancellation of the telework agreement if the supervisor determines that the decline in performance cannot be adequately addressed while maintaining the employee's telework status and/or if the supervisor determines that telework has diminished employee performance or agency operations. Generally, a supervisor may in their discretion approve an employee to remain on telework status while on a Performance Improvement Plan. Generally, if the employee's telework is an approved reasonable accommodation, it cannot be modified without consulting GTM/OAA/DRAD.*
- u. Telework Agreements are generally cost-neutral arrangements.*

- v. *Teleworkers are expected to provide for their own office supplies, equipment, and internet access sufficient to perform the duties of their positions from an alternate worksite. Bureaus may, at their discretion, provide an Enterprise Mobile Device (EMD) or other Department-issued mobile device, equipment, or supplies to an employee.*
- w. *An employee receiving telework as a reasonable accommodation may consult with the Office of Accessibility and Accommodations in the Bureau of Global Talent Management concerning the types of accommodations which may be available to the employee at the alternate worksite.*
- x. *When temporarily teleworking for more than 10 consecutive workdays from a location other than the alternate worksite listed in the telework agreement, an employee must obtain pre-approval from their supervisor and should submit, via eTelework, a new telework agreement and Home Safety Checklist for Teleworkers (Form DS-1963) for the additional alternate location(s) to the supervisor. The employee, supervisor, and/or bureau approver should document additional alternate worksite(s) in the Comments field on the eTelework Agreement, addressing the location(s) and timeframe of the alternate worksite(s).*

3 FAM 2362.2 Eligibility

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. Domestic telework eligibility is *primarily* based upon *mission needs and the functions of the* position that the employee encumbers, *as reflected in the position's Mobility Assessment Tool (MAT) designation. Through the MAT process, each domestic position receives a maximum telework eligibility score. Supervisors must conduct a MAT assessment for each domestic position that reports to them, and each such assessment must be approved by the employing bureau Executive Director. Supervisors are required to discuss position MAT scores with each of their direct reports. Employees are not*

required to telework up to the maximum telework eligibility of their position. If a supervisor limits the frequency of telework permitted in the employee's Telework Agreement to less than the maximum telework eligibility of the position per the MAT assessment, the supervisor must document the reason in the MAT.

- b. An employee's full-time or part-time work status, including participation in a Job Share, does not in and of itself impact telework eligibility.
- c. Foreign Service employees assigned abroad are not eligible for core telework given the nature of diplomacy and work abroad. However, *employees assigned overseas may be eligible for situational telework. More detail about telework arrangements abroad is found in [3 FAM 2362.3](#).*
- d. Employees are generally eligible for telework unless:
 - (1) The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year;
 - (2) The employee is currently on leave restriction;
 - (3) The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties, or for misconduct related to the misuse of public office for private gain, misuse of nonpublic information, misuse of U.S. Government property, or misuse of official time; or
 - (4) *The employee's performance is unacceptable AND the supervisor determines that the decline in performance cannot be adequately addressed if the employee is approved for telework.*
- e. *Employees may be granted situational telework on an ad-hoc, case-by-case basis, with supervisor approval, in addition to the frequency of core telework documented in their Telework Agreement.*

Example: An employee is on a core telework agreement, teleworking every Monday, Wednesday, and Friday. The employee twists their ankle and is not able to commute on the metro as usual during recovery. They request situational telework on Tuesdays and Thursdays during their recovery period. Because the employee already has a core telework agreement in place, they do not need a new Telework agreement, but the supervisor must approve the temporary additional situational telework.

3 FAM 2362.3 Special Considerations for Telework Abroad

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service, Civil Service Employees and Eligible Family Members hired under Family Member Appointments)

- a. All overseas posts are required to implement a post-specific telework policy, including posts in which telework is not permitted. The decision to permit telework rests with the Chief of Mission. The policy applies to all employees of all agencies who are subject to COM authority.*
- b. Posts must meet the following additional requirements, beyond the generally applicable telework policy, for telework abroad:*
 - (1) The Counter Intelligence Working Group (CIWG) must concur that telework is appropriate for the Mission and approve a policy that allows participation in Remote Access.*
 - (2) The telework policy must be written in consultation with the Mission's Management Section and Regional Security Office. Posts must have telework policies in place in order to permit employees to telework on a case-by-case basis.*
 - (3) The decision whether to notify the host country of a telework arrangement will be made by the Chief of Mission.*
 - (4) Official documents in the employee's residence will be safeguarded (e.g., in a personal locked cabinet) and segregated from personal documents and possessions. In*

general, employees will minimize the use/presence of printed official documents outside of post facilities.

- (5) Access to classified electronic material is not allowed at the alternate worksite or home, unless the employee has permission to receive and operate a Department-issued secure communications device, which will permit the use of electronic classified material. Sensitive But Unclassified (SBU) material may be permitted but should be minimized to the extent possible.*
 - (6) Each mission has the authority to designate, via their post telework policy, the highest approving official required on the telework agreement (DS-4230).*
- c. Only situational telework is permitted for U.S. direct-hire employees (e.g., Foreign Service employees), eligible family members hired under Family Member Appointments, and Personal Services Contractors (PSCs) assigned abroad. Core telework arrangements are not permitted.*
 - d. Employees may request situational telework for a variety of reasons (such as security or safety incidents, family situations, etc.), and managers and missions have broad discretion when evaluating these requests.*
 - e. U.S. Direct-hire employees assigned abroad are subject to [3 FAM 2362.3](#) (Special Considerations for Telework Abroad) and are not DETOs (Domestic Employees Teleworking Overseas) as outlined in [3 FAM 2370](#).
 - f. For information regarding telework arrangements for Locally Employed (LE) Staff, refer to [3 FAM 7769](#).*
 - g. There are a number of situations that may call for situational telework in the United States while away from post for U.S. direct-hire employees, such as MEDEVACs ([3 FAM 2362.5](#)), Emergency Visitation Travel ([3 FAM 2362.5](#)), or being "caught out" while on travel in the United States (e.g., when a travel delay prevents immediate return from the United States at the conclusion of R&R). Posts have discretion on whether to allow situational telework in these and similar circumstances and are encouraged to consider these scenarios in their specific policies.*

h. Telework from a country other than the employee's overseas post of assignment (also referred to as third country telework) is generally prohibited due to concerns related to security and privileges and immunities. This should not be confused with work conducted while on TDY orders for employees who are sent TDY to a third country location as part of an authorized or ordered departure.

3 FAM 2362.4 Temporary Telework Arrangements During Medical Evacuation/**Emergency Visitation Travel/Other Emergencies Away from Post in the United States**

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees and Eligible Family Members (EFM) in the Department of State's Medical Program)

Under certain circumstances, temporary telework arrangements may be approved for employees *who are in the United States* during a period of medical evacuation ("medevac"), Emergency Visitation Travel (EVT), or other emergencies resulting in an absence from the post of assignment. Allowing such employees to telework in appropriate circumstances facilitates continuity of operations, is an efficient use of human resources, increases employee morale, and diminishes the impact of the employee's absence from post. Managers and supervisors are encouraged to consider short-term telework requests from eligible employees who wish to continue working while on medevac, during EVT, or while otherwise absent from their post of assignment due to other emergencies, i.e., the employee, or a member of the employee's or employee's spouse's immediate family is ill or injured and requires the employee's support.

- (1) Employees who are *absent from post in the United States* on medevac, EVT, or due to *another* emergency, and who satisfy the eligibility criteria set forth in [3 FAM 2362.2](#) and the requirements set forth in [3 FAM 2362.3](#) may be eligible for a

short-term telework arrangement. *This does not apply to employees who are away from post in a third country.*

- (2) A short-term telework arrangement under this section shall not exceed the period of the medevac, the time spent away from the post of assignment on EVT or due to other emergency, or *180 calendar* days, whichever is shorter.
- (3) Employees engaged in a short-term telework arrangement under this section may telework appropriate job duties, bureau-assigned tasks, or a combination of both.
- (4) A short-term telework arrangement under this section is subject to the approval of the employee's supervisor and post's Management Office, in consultation with post's Human Resources Officer, the Bureau of Medical Services, and/or Regional Security Officer, where appropriate, and consistent with post's telework policy in compliance with [3 FAM 2362.3](#).
- (5) Employees are reminded that telework is not a substitute for leave, and that there is no employee entitlement to telework. See [3 FAM 2362.1](#).
- (6) Time spent in telework status by an employee on medical travel must not result in any delay in the employee's obtaining the required medical assessments necessary for expeditious completion of the medical evacuation.
- (7) Both the Telework Agreement Form (DS-4230) and the Home Safety Checklist for Telework Form (DS-1963) must be completed prior to beginning telework.

3 FAM 2362.5 Security

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

Telework *employees* are not permitted to work with classified information (electronic information only) at the telework *worksite unless approved to receive and operate a Department-issued secure communications device*, and must comply with current standards for remote operations from private residences. Agency security policies do not change and are

enforced at the same rigorous level when employees *work offsite* as when they are *at the regular agency worksite*. Employees who telework *or work remotely* need to keep U.S. Government property and information safe, secure, and separated from their personal property and information (see [12 FAM 620](#), [12 FAM 530](#), [12 FAM 560](#), and [5 FAM 840](#) for additional information).

3 FAM 2362.6 Training

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. Employees eligible for telework must successfully complete mandatory interactive telework training through OPM (www.telework.gov) before applying for a telework agreement and thereafter, at least once each year, e.g., upon renewal of the agreement.
- b. Managers who supervise teleworkers must successfully complete the interactive telework training for managers through OPM (www.telework.gov) at least once each year.
- c. Managers are highly encouraged to complete PT200 - Telework Principles for Supervisors: Managing a Virtual Workforce found in the FSI Registrar's Course Catalogue.

3 FAM 2363 THE ROLE OF EMPLOYEES, SUPERVISORS, BUREAU TELEWORK COORDINATORS, AND THE TELEWORK MANAGING OFFICER

3 FAM 2363.1 Employee

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees only)

Employees *are responsible for maintaining an acceptable level of performance and must work with their supervisors to address any*

concerns related to performance or conduct. Employees must meet organizational requirements regarding communication and accessibility. This includes compliance with established bureau/office core hours and employees' established hours of work. Employees must remain flexible and responsive to the needs of the office *and must clarify how they can be reached when teleworking or working remotely.*

3 FAM 2363.2 Supervisor

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. Supervisors must be committed, when considering a telework arrangement, to supporting the use of telework to the fullest extent practicable to accomplish work requirements and duties, consistent with the needs of the office and mission. Regular communication between the supervisor and employee and, when required to accomplish the work of the office/bureau, between the employee and Department colleagues, is critical to ensure accountability for work performed and a virtual presence throughout the workday.
- b. Supervisors are required to conduct a MAT assessment of each domestic position to determine the maximum telework eligibility of each position.*
- c. Supervisors are required to discuss the results of the MAT position assessment with their employee and provide the employee with a determination of telework frequency the employee will be permitted, as documented in the employee's Telework Agreement.*
- d. If the frequency of telework permitted in the Telework Agreement is less than the maximum telework eligibility of the position per the MAT assessment, the supervisor must document the reason in the MAT.*
- e. Supervisors must use the same metrics to evaluate the productivity of teleworkers as are used in evaluating *employees working at the regular worksite*. Periodic status reports may be used within offices to assess work products and productivity.

- f. Supervisors *should* establish an office-wide communication structure for all employees (*whether* physically present *at the regular worksite or not*). *This might include* notification procedures (e.g., email notification) for reporting for and signing off duty at beginning of workday and end of workday.
- g. *In the event of an office closure*, supervisors should collaborate with their employees to ensure that employees have sufficient work for their regular duty hours when *teleworking or working remotely*, including offline work, to the extent possible.

3 FAM 2363.3 Bureau Telework Coordinator

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. The bureau telework coordinator is the subject-matter expert and the first point of contact for each bureau. The bureau telework coordinator provides guidance and answers questions regarding telework *and remote work* policy, the telework agreement process, and serves as a liaison between the employee, bureau, and the *Department's Telework Managing Officer in the Bureau of Global Talent Management*.
- b. Bureau telework coordinators ensure that the final Bureau Approver, who is generally the bureau Executive Director (unless delegated to another appropriate official such as the Deputy Executive Director or senior Human Resources Specialist) reviews and approves the *Telework* Agreement before telework begins.

3 FAM 2363.4 Telework Managing Officer

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. The telework managing officer (TMO) *in GTM/ER/WLD is responsible for* policy development and implementation related to the Department's telework program.
- b. The TMO is an advisor to agency leadership and a resource for bureau telework coordinators, managers, and employees. The

TMO also serves as the primary agency point of contact for the Office of Personnel Management (OPM) on telework matters.

- c. The TMO is responsible for all reporting requirements of the telework program.

3 FAM 2364 TIME AND ATTENDANCE CERTIFICATION

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. A supervisor approves the employee's scheduled hours of duty and certifies the time and attendance of telework employees in the same manner as for employees reporting to the official worksite.
- b. The General Accountability Office (GAO) requires agencies with employees working at alternate sites to provide reasonable assurance that the employees are working when scheduled. This can be done by determining the work output for the time reported and/or clocking in and out each day via telephone or e-mail.
- c. Telework employees remain subject to all applicable laws, regulations, policies, and procedures governing the provision of premium pay to include the existing rules on overtime under 5 U.S.C. 5542 and the Fair Labor Standards Act (FLSA).

3 FAM 2364.1 Salary and Benefits

(CT:PER-640; 06-07-2011)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

A telework arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade or Foreign Service rank of the position. Telework arrangements may have the effect of changing an employee's official worksite in accordance with the definitions set forth in [3 FAM 2361.4](#) and consistent with 5 CFR 531.605. Changes to an employee's official worksite may, in turn,

affect the employee's salary, benefits, travel entitlements, and standing in the event of a reduction-in-force (RIF).

3 FAM 2364.2 Leave

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

Annual and sick leave must be requested in the same manner for *all* employees, *whether they work onsite at the regular worksite or not* (see [3 FAM 3310](#) and [3 FAH-1 H-3310](#), Leave).

3 FAM 2364.3 Alternate Work Schedules

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. Teleworkers maintain hours of duty consistent with their bureau or post policies on flexible or alternate work schedules. Guidance on flexible and compressed work schedules is provided in [3 FAM 2330](#). Employees should also consult any applicable collective bargaining agreement in place. The practices of telework and alternate work schedules are not mutually exclusive.
- b. *However, employees on alternate work schedules (AWS) with core telework agreements may not substitute their AWS day for a day they are required to be at the regular worksite. For example, an employee required to be onsite two days each pay period may not designate their AWS day as a de facto onsite day. They must still report onsite two days per pay period.*

3 FAM 2364.4 Weather and Safety Leave Eligibility for Teleworkers

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. Under the provisions set forth in [3 FAM 3480](#), the immediate supervisor or other higher-level authorizing official may grant a

separate type of paid leave, called weather and safety leave (WSL), when it is determined that employees cannot safely travel to or from, or perform work at, their normal worksite, a telework site, or other approved alternate worksite because of severe weather or another emergency situation, as defined in [3 FAM 3481.1](#). WSL will generally be used in conjunction with an operating status announcement issued by OPM or the Department. Employees must adhere to the Department's telework policy set forth in [3 FAM 2360](#).

- b. *There are situations in which teleworking employees encounter GO or IT connectivity problems that may prevent them from working during part or all of their workday. If teleworking employees encounter connectivity problems preventing them from working at their regular worksite then they may work at their alternate work site or submit a leave request to their supervisor (DS-71). If the connectivity problems are at their alternate work site, then they may go into their regular worksite or submit a leave slip. If there are connectivity problems at both the regular worksite and the alternate work site, such as a major storm resulting in electricity outages or unsafe roadways, supervisors may approve Weather and Safety Leave requests for the specific period of time.*
- c. *Per [3 FAM 3483.2\(a\)\(3\)](#), an authorizing official will not approve WSL when the WSL condition affects the alternate worksite but does not prevent the teleworking employee from safely traveling to and safely performing work at their regular work site, even if the affected day is a scheduled telework day. Likewise, telework-ready employees may generally not receive WSL during an office closure if they can safely travel to and work at their alternate worksite.*
- d. Requirements to telework for emergency employees and certain other employees with approved and current telework agreements are set forth in [3 FAM 3483.4](#) - Emergency Employees and Emergency Relocation Group Employees.

3 FAM 2365 EMERGENCY RESPONSE TELEWORK - CONTINUITY OF OPERATIONS (COOP)

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. Telework is an important component to all agency emergency planning. The Department's policy is to implement *telework* arrangements as broadly as possible to take full advantage of the potential of telework and to ensure that:
 - (1) Equipment, technology, and technical support have been tested;
 - (2) Employees are comfortable with technology and communication methods; and
 - (3) Managers are comfortable managing a distributed work group.
- b. Based on the nature of the emergency, supervisors and managers may leverage telework to carry out the essential functions of the Department. Supervisors and managers will ensure the designation is documented in the telework agreement.
- c. Mission critical team (MCT) members should be *appropriately* equipped to ensure they can function from any location equipped with internet access.
- d. During any period that an executive *branch* agency is operating under a continuity-of-operations plan, that plan will supersede any telework policy.

3 FAM 2366 COSTS AND EQUIPMENT

3 FAM 2366.1 Information Technology

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

Bureaus are responsible for the cost of employees' access to GO Virtual accounts.

3 FAM 2366.2 Home as the Alternate Worksite

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. Management is not obligated to provide any electronic or communication equipment to the teleworker. However, the bureau may issue available equipment to employees for use at *the alternate worksite*.
- b. The employee must agree to protect and not misuse or abuse any U.S. Government-owned equipment and to use the equipment for official purposes. The bureau will, *as appropriate, set up*, service, and maintain any U.S. Government-owned equipment issued to an employee who teleworks. Ownership and control of the equipment, including hardware, software, and data, remain with the U.S. Government. *An employee who separates from the Department must return the USG-owned equipment.* The U.S. Government will not be responsible for any other incidental costs (e.g., utilities, *internet access*) associated with the use of the employee's residence.
- c. The employee is responsible for repair and maintenance of any personal equipment used. The bureau or post may agree to provide the employee with all necessary office supplies.
- d. An employee should be regularly available to *their* supervisor, (e.g., email, phone/*voice, video, and teleconferencing platforms*) and should regularly check *messages* and follow-up on responsibilities, as needed, while at the alternate worksite.

3 FAM 2366.3 Telephone Calls

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. Under 31 U.S.C. 1348, reimbursement of long-distance (domestic and international) telephone expenses are allowed if incurred as a result of official duties. Form OF-1164, Claim for Reimbursement for Expenditures on Official Business, should be completed and approved by the employee's supervisor with a copy of the telephone charges.
- b. To the extent possible, teleworkers should make official long-distance calls *using U.S. Government provided resources (e.g., from the regular worksite, using a U.S. Government-issued cell phone, or using other approved IT tools (Microsoft Teams, ZoomForGov, etc.))*. This practice will reduce additional costs associated with telework to the Department of State.

3 FAM 2367 WORKERS' COMPENSATION

(CT:PER-1175; 02-12-2024)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

- a. U.S. Government employees suffering work-related injuries and/or damages at the alternate worksite are covered as set forth in the Federal Employees' Compensation Act (FECA) (workers' compensation) and the Military Personnel and Civilian Employees Claims Act (PCA). *Benefits provided under the FECA constitute the sole remedy against the United States for a work-related injury.*
- b. A telework agreement and safety checklist *(Form DS-1963, Home Safety Checklist for Teleworkers)* must be *approved by a domestic employee's bureau in the eTelework system. Overseas employees must follow post telework policies for application procedures, including the completion and approval of a telework agreement (DS-4230) and Form DS-1963.*
 - (1) An employee who *teleworks or works remotely from their residence* is responsible for ensuring that *their home is a safe and adequate place to work*; and
 - (2) When *temporarily* teleworking for more than 10 workdays from a location other than the alternate worksite listed in the telework agreement, an employee must obtain pre-approval

from their supervisor and should submit, via eTelework, a new telework agreement and Home Safety Checklist for Teleworkers (Form DS-1963) for the additional alternate location(s) to the supervisor. The employee, supervisor, and/or bureau approver should document additional alternate worksite(s) in the Comments field on the eTelework Agreement, addressing the location(s) and timeframe of the alternate worksite(s).

- (3) When teleworking for fewer than 10 workdays from a location that is not the alternate worksite listed in the telework agreement (e.g., home), employees should ensure that the alternate worksite(s) comply with the health and safety requirements reflected in the Home Safety Checklist (Form DS-1963).
- c. When injured while working at an alternate *worksite*, an employee should follow the same procedures as adhered to in the *regular worksite* when injured. The injured employee must notify their supervisor immediately and complete standard Department of Labor injury forms.

3 FAM 2368 DIRECT-HIRE DOMESTIC EMPLOYEES TELEWORKING OVERSEAS (DETOS)

(CT:PER-970; 01-09-2020)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

See [3 FAM 2370](#).

3 FAM 2369 REMOTE WORK ARRANGEMENTS (RWAS)

(CT:PER-1054; 08-11-2021)

(State Only)

(Applies to Foreign Service and Civil Service Employees)

See [3 FAM 2380](#).

U.S. DEPARTMENT OF STATE
Bureau of Consular Affairs
Office of Passport Services

Employee Telework
Task Framework



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Purpose of the Employee Telework Task Framework

The Employee Telework Task Framework assists Consular Affairs and Passport Services in meeting their goal of improving workplace flexibility through the accomplishment of tasks that are not dependent on an in-office presence. *Job functions such as adjudication, adjudication auditing and performance oversight are examples of core tasks that should be prioritized when determining telework assignments.* Access to requisite equipment and systems in a remote adjudication environment will play a large role in determining the

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appropriateness of telework assignments. As Passport Services gains more access to equipment and systems that facilitate remote adjudication activities, telework assignments will be more flexible to include adjudication related activities as a primary focus.

As resources and workload conditions dictate, other non-adjudication related activities may be appropriate for telework activities.

The Passport Services telework initiative aligns with the Functional Bureau Strategy Management Goal to ***Improve organizational and resource capacity in support of consular services***, as well as Passport Services Goals to ***Modernize Business Processes; Transform the Customer Experience; and Invest in Passport Services' Employees to Further Develop Our World Class Workforce.***

Overview of Telework Assignments

Telework assignments are intended to carry out Passport Services' core responsibilities and include workload management (i.e., adjudication), special assignments, and training. Several examples of telework activities include the following

- | | |
|--|---|
| <ul style="list-style-type: none">• Online Passport Renewal Adjudication• Adjudication auditing• Required reading• Required adjudication and fraud training• Rotational assignments• Develop and facilitate local training• Plan and facilitate Consular Leadership Day (CLD) activities | <ul style="list-style-type: none">• Functional mentoring• Team lead• Fulfillment of required annual training (i.e., PC441 Passport Data Security; PK405 Preventing Harassment at State)• Working on a special project (i.e., D.E.I.A initiatives; Change Champions)• Participating in remote detail assignment• Microsoft Office 365 skill training• Remote Outreach assignment |
|--|---|

Employees must seek and receive advanced approval from their supervisors before engaging in telework assignments.

Appendix 1

Expanded List of Telework Tasks for Passport Specialists and Other Staff

Adjudication Tasks

- **Online Passport Renewal Adjudication**
- Complete required readings such as "memos to the field" and "ALDAC-Updates" that are mandated by the FAM and CFR, as well as those sent out by PPT/A
- Review 8 FAM, bring issues or suggested discussion/calibration/training topics to attention of your supervisor
- Manage/maintain TWX Hold Mailbox Folder
- Develop cross training materials for certain functions
- Designing visual aids for adjudication
- Develop case studies to present in team meetings
- Develop best practice out briefs for team meetings
- Creating PowerPoint presentations for training when assigned

Customer Service Tasks

- Manage/maintain Congressional Mailbox Folder
- Site visit feedback program with CS Managers
- Provide online instruction/advice/guidance on accepting Passport Applications at Acceptance Facilities
- Draft newsletter articles for Acceptance Facilities
- Assist with congressional newsletter
- Passport Acceptance Agent Training (annual 8-hour training class)
- Review/read the courier hand carry procedures, PARG, other assignments specific to CS
- Draft responses to congressional inquiries (Yellow Borders)
- Analyze and report on social media feedback regarding the agency and/or Passport Services

Fraud Tasks

- Present the fraud portion of Acceptance Facility training
- Draft fraud article for CS newsletter
- Research and create fraud training
- Present virtual fraud training
- Manage/Maintain Undeliverables and assist with Fraud Review

Management Tasks

- Adjudication audits
- Online Passport Renewal adjudication and auditing
- Performance management (daily, weekly, monthly, quarterly, annual) staff feedback journaling
- Reviewing and discussing adjudication cases with staff
- Developing and refining training materials (Adjudication, Fraud Prevention, Customer Service)
- Conducting individual and team training
- Statistical analysis of errors/accuracy rates
- Engagement with staff in support of Federal Employee Viewpoint Survey objectives
- Managing/supporting the agency's Congressional Inbox; coordinating follow up actions
- Reviewing staff members' Individual Development Plans
- Updating SOPs
- Evaluating program areas and process improvement opportunities

Other Tasks

- Complete mandatory trainings as required periodically such as:
 - PC441 (Passport Data Security Awareness)
 - EX250 (Annual Counterintelligence and Insider Threat Awareness Training for Cleared Americans)
 - PK217 (Records Management for Everyone)
 - PK400 (Mandatory Training for Classifiers and Users of National Security Information)
 - PS800 (Cybersecurity Awareness)
 - PS318 (Protecting Personally Identifiable Information)
 - PK405 (Preventing Harassment at State)
 - LCHR01B03 (Promoting a Substance-free Workplace)
 - Performance Development courses
- Attend and participate in agency all-staff and/or team meetings
- Draft/finalize Performance accomplishments for supervisory consideration
- Draft/update Individual Development Plan (IDP)
- Writing in-house FAQs on how to address certain scenarios; perhaps creating material for the agency's OneNote notebooks to share best practices
- Review Agency OneNote and SharePoint content, send suggested changes/edits to SharePoint/OneNote working group
- Review TSG and other Department wide information
- Review Internal Controls Guideline, Cyber Security Awareness guidance, trainings
- Draft/propose ways to strengthen internal controls and cybersecurity compliance at our agency
- Review ICA Success Stories, CA's Leadership and Management Tenets, CA's Management Framework, and Passport Service's Core Values
- Draft/propose tasks/projects to strengthen these CA principles at our agency
- Read the Passport Digest
- Virtually attend Passport Expanded meetings
- Virtually attend CA Expanded meetings
- Draft/propose items for Passport Digest and Passport Expanded
- Take classes from the Skillsoft General Library.

Sample 8-Hour Telework Day

<u>Activity</u>	<u>Time Allotment</u>	<u>Essential/Mandatory? (Required to Occur)</u>
Online Passport Renewal (OPR) Adjudication	2 hours, 30 minutes	Yes
Required Adjudication Readings	15 minutes	Yes
Time to read/view Information Campaign Content (i.e., the Assistive Reproductive Technology Video) - <i>each of the five presentations could take from 30 minutes to 1 hour, and one or more could occur each month</i>	1 hour	Yes
Passportology Adjudication Training (First of Two Monthly Trainings) - Two Parent Consent	15 minutes	Yes
Passportology Fraud Prevention Training (First of Two Monthly Trainings) - Two Parent Consent	15 minutes	Yes
Additional Monthly Fraud Prevention Training (Second of Two Monthly Trainings)	30 minutes	Yes
Additional Monthly Adjudication (Second of Two Monthly Trainings)	30 minutes	Yes
One Mandatory Training/Recertification Course (i.e., PS800 - Cybersecurity Awareness)	1 hour	Yes
Second Mandatory Training/Recertification Course (i.e., PC441 - Passport Data Security)	45 minutes	Yes
Attend/Watch Recording - PPT Expanded Meeting - DAS Arndt has encouraged participation in this meeting	1 hour	Optional, but encouraged by PPT leadership
Two 15-minute breaks	30 minutes	Yes

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Department of State
Collective Bargaining Agreement(s) –
Telework Provisions

Agreement Between

PASSPORT SERVICES

U.S. Department of State



NATIONAL FEDERATION OF FEDERAL EMPLOYEES – LOCAL 1998 IAMAW, AFL-CIO



December 2018

**Master Agreement Between Passport Services and the
National Federation of Federal Employees—Local 1998,
Federal District 1, International Association of Machinists and
Aerospace Workers, AFL-CIO**

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State computers directed to an EEO counselor, Union representative, or EAP counselor may be used against the bargaining unit employee in matters covered by Article 23 or Article 24.

26. SECURITY CLEARANCES: The Parties recognize that the denial of a security clearance is excluded from the grievance procedure by law. The Department of State does have an internal appeals process for employees whose security clearance is denied or revoked and bargaining unit employees shall be notified of this process and be provided official time or administrative leave, as appropriate, to appeal the denial of a clearance. The provisions of 12 FAM 230 as of the effective date of this Master Agreement will be followed regarding security clearance matters. The Employer shall notify the Union in advance of any proposed changes to this policy, in accordance with Article 12.
27. SIGN-LANGUAGE INTERPRETERS: The Employer will provide sign-language interpreters for hearing-impaired employees when appropriate and in accordance with Department regulations.
28. OFFSET OF EMPLOYEE'S CURRENT PAY TO SATISFY CERTAIN DEBTS OWED TO THE UNITED STATES: In instances where the Employer determines it is appropriate to involuntary offset funds from a bargaining unit employee's current pay in order to satisfy a debt owed to the United States, the Employer will comply with any and all due process requirements set forth under applicable laws and regulations including but not limited to 5 U.S.C. 5514, 5 CFR Subpart K, and 22 CFR 34 Subpart C.
29. TELEWORK: Where a BUE occupies a Department recognized telework position, they are free to submit a telework agreement to their supervisor for consideration. All provisions of 3 FAM 2360 apply to those employees approved for situational or core telework. Any denial of a telework agreement must be provided in writing. Denials may be grieved under Article 20.



**Agreement Between
U. S. Department of State
Bureau of the Comptroller
and
Global Financial Services – Charleston**



**and
American Federation of Government Employees**

AFGE



April 2018

A2051

**U.S. Department of State
Bureau of the Comptroller
and
Global Financial Services – Charleston
American Federation of Government Employees
Local 1534 (AFL-CIO)**

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ARTICLE 33
TELEWORK

Section 1: Purpose

The purpose of this Article is to establish a uniform Telework Policy for CGFS Charleston. Authorities include:

- a. Presidential memoranda to agency heads on July 11, 1994, and June 21, 1996;
- b. An Office of Personnel Management (OPM) memorandum to agency personnel directors on October 21, 1993;
- c. The National Telecommuting Action Plan adopted by the President's Management Council on January 5, 1996;
- d. Section 359 of Public Law 106-346, October 23, 2000;
- e. Division B of Public Law 108-447, December 8, 2004;
- f. The Telework Enhancement Act of 2010 signed by the President on December 9, 2010;
- g. 5 CFR 531.605; and
- h. Information on telework law found on the shared OPM and General Services Web site. See the telework legislation listing.
- i. Department of State Telework Policy set forth at 3 FAM 2360.

Section 2: Definitions

- a. Alternate work site: A designated location, other than the official work site, where employees perform work assignments such as the employee's home or an official telework center.
- b. Core telework: The employee teleworks on a regularly scheduled basis, at least 1 day a week, but perhaps more frequently.
- c. FOB: A small security hardware device with built-in authentication or subsequent generation technology, that allows an employee secure access to the employee's network shares and Open Net Everywhere (ONE).
- d. Global OpenNet (GO): The next generation OpenNet Everywhere (ONE) system that provides subscriber access to Department of State unclassified email, documents, and applications while away from the office or teleworking.
- e. Official work site: The official work site is the regular work site for the employee's position of record provided the employee is scheduled to work at least twice each biweekly pay period on a regular and recurring basis at the regular work site. For an employee, whose work location varies on a recurring basis, the employee need not work at least twice each biweekly pay period at the regular official work site (where the employees work activities are based) as long as the employee

is performing work regularly within the locality pay area for that work site. The official work site for an employee covered by a telework agreement who is not regularly scheduled to report at least twice each biweekly pay period to the official work site is the location of the telework site (e.g., the location of his or her home, telework center, or other alternate work site from which the employee works) except in temporary situations (e.g., extended official travel or recovery from an injury or medical condition).

- f. Situational telework: The employee teleworks on an irregular basis, generally recommended 1 day a month or the average of 12 days per year. Other situations may develop that makes it beneficial for the employee and supervisor to agree on a situational telework opportunity. This type of telework also is a component for continuity of operations (COOP).
- g. Telecenters: Alternative work sites in facilities to provide space for employees to work nearer to their home instead of at their traditional office. Renting telecenter space will be subject to availability of funds. Telecenters are equipped with printers, copiers, fax machines, telephones, video conferencing, and other office essentials. Telecenters also have technical support staff, if needed.
- h. Telework: The term telework or teleworking refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved work site other than the location from which the employee would otherwise work.
- i. Telework agreement: A mandatory document that outlines the terms and conditions of the telework arrangement, which are agreed upon between the supervisor and the employee.
- j. Unscheduled telework: Telework on an unscheduled basis in response to snow or other unexpected emergencies and in accordance with OPM notifications and guidance. Unscheduled telework may be performed when an unscheduled telework announcement is issued, irrespective of whether the employee was scheduled to telework.
- k. Department Policy
 - 1) The Department supports the broadest use of telework consistent with the needs of the Department by eligible agency employees to include supervisors, managers, and executive leadership. When properly implemented, telework benefits both the employee and the Department by increasing work/life effectiveness.
 - 2) Maintaining a viable telework-ready workforce requires practice and the regularly testing of equipment and procedures throughout the year to ensure that teleworkers will be effective and efficient while performing duties at an alternate work site when required.
 - 3) The Telework Program is managed by the Office of Employee Relations, Work Life Division, in the Bureau of Human Resources (HR/ER/WLD).
 - 4) Each bureau may develop a telework policy to address unique internal concerns and processes. The individual bureau policy must be no more restrictive than the overall Department policy and use the same terms and definitions.

Section 3: General Provisions

- a. The programmatic requirements of the office must be a major factor in approving telework arrangements.
- b. Participation in the Telework Program is voluntary.
- c. Telework is not an entitlement, nor does it create any right or benefit, substantive or procedural, enforceable by a party against management.
- d. Telework agreements outlining the specific work arrangement agreed to must be established between the employee and supervisor.
- e. The telework agreement should be revisited by the manager and teleworker, at a minimum on a yearly basis or if there is a material change in work circumstances (i.e., promotion, new supervisor) to ensure that it is meeting the business needs of the office.
- f. Telework arrangements will normally be approved for no more than one work day per week. The day(s) of the week authorized will be determined by the manager.
- g. An employee's full-time or part-time work status does not impact telework eligibility.
- h. Methods must be in place to maintain open communication between co-workers and teleworkers.
- i. Telework arrangements must be based on the employee's work performance and position duties, not on other personal circumstances.
- j. Telework is not an alternative for child, elder, or dependent care. Employees must not use duty time for any purpose other than official duties and must make other arrangements for such care.
- k. The alternate work site must be a safe and adequate place to work. Teleworkers must provide sufficient security to protect any U.S. Government-owned equipment, such as computers, fax machines, and copy machines, which may be loaned to them.
- l. Teleworkers and non-teleworkers must be treated the same for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, work requirements, removing employees, and other acts involving managerial discretion.
- m. A supervisor may cancel, suspend or adjust the telework arrangement by providing written justification to the employee based on eligibility criteria listed in Section 4 at any time with prior notification of at least 10 workdays.
- n. An employee may cancel the telework agreement at any time with prior notification of at least 10 workdays. An employee may request an adjustment of their telework arrangement by providing a written justification to their supervisor for consideration.
- o. A supervisor may require the presence of an employee in the office on a day normally scheduled for telework. Normally, an employee is notified of such a change in advance, but sometimes advance notice is not feasible. Problems maintaining adequate system connectivity in excess of 30 minutes may be a basis for a supervisor to require an employee to report to the office on a day

normally scheduled for telework. Teleworkers are subject to workplace requirements, e.g., random drug testing, and must report to the regular duty station when requested. As a general rule, transportation costs from the alternative work site to the official work site on a day usually scheduled for telework will not be reimbursed by the U.S. Government.

- p. Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see 12 FAM 540.)
- q. All work-related files, records, or papers produced while teleworking are the property of the U.S. Government and are subject to all applicable laws and regulations governing the use, maintenance, access, and destruction of such files, records, and papers.

Section 4: Eligibility

- a. Telework eligibility is based upon, among other factors, the position that the employee encumbers, as well as the employee's performance and conduct. Management has the discretion to designate an employee as ineligible for telework or revoke or modify a telework arrangement for, but not limited to, any of the criteria listed in paragraph b of this section.
- b. Criteria:
 - (1) Position: Positions are generally eligible for telework unless they:
 - (a) Require, on a daily basis (i.e., every work day), direct handling of classified national security information; or
 - (b) Require, on a daily basis (i.e., every work day), on site activity that cannot be handled remotely or at an alternative work site.
 - (c) The parties recognize that there are certain positions which have on-site activities which could occur on any given day, but generally do not. In those situations, telework eligibility determinations will be made keeping in mind that co-workers may be able to perform the on-site activity when it occurs, thus, allowing the position to be telework eligible.
- c. Factors that require an employee to be on site may include, but are not limited to:
 - 1) Systems Access (e.g. Are the electronic systems used as part of the job function able to be adequately accessed from a remote work location using a RSA Token?)
 - 2) Data sensitivity (e.g. Is the data used by this position too sensitive to be accessed remotely? Is the quantity of the SBU or PII data too large to be accessed from a remote work site?)
 - 3) Data availability (e.g. Is the data that supports the function being performed available to the employee electronically from a remote site?)

- 4) Work product (e.g. Is the work of a production nature that requires it to be performed daily at the official work site?)
 - 5) Face to face contact (e.g. Does the position require daily face to face interaction with individuals at the official work site?)
 - 6) Hands on contact (e.g. Does the position require daily hands on contact with equipment at the official work site?)
- d. Employee: Employees are generally eligible for telework unless:
- 1) The employee's most recent performance rating of record is below fully successful or the employee otherwise requires close supervision;
 - 2) The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year;
 - 3) The employee is currently on leave restriction;
 - 4) The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties, or for misconduct related to the misuse of public office for private gain, misuse of nonpublic information, misuse of U.S. Government property, or misuse of official time; or
 - 5) The employee's absence from the office has placed an undue burden on office operations.

Section 5: Security Concerns

Employees are not permitted to telework with classified information at the telework site, and must comply with current standards for remote operations from private residences. Agency security policies do not change and are enforced at the same rigorous level when employees telework as when they are in the office. Employees who telework from home need to keep U.S. Government property and information safe, secure, and separated from their personal property and information (see 12 FAM 620 and 5 FAM 840).

Section 6: Training

Employees eligible to telework must successfully complete the interactive telework training for employees before entering into a telework agreement. Managers who are supervising teleworkers must successfully complete the interactive telework training for managers.

Section 7: Time and Attendance Certification

- a. A supervisor approves the employee's scheduled hours of duty, and certifies the time and attendance of telework employees in the same manner as for non-telework employees.
- b. The General Accountability Office (GAO) requires agencies with employees working at alternate sites to provide reasonable assurance that the employees are working when scheduled. This can be done by determining the work output for the time reported and/or clocking in and out each day via telephone or e-mail.
- c. Telework employees remain subject to all applicable laws, regulations, policies, and procedures governing the provision of premium pay to include the existing rules on overtime under 5 U.S.C. 5542 and the Fair Labor Standards Act (FLSA).

Section 8: Salary and Benefits

A telework arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade of the position. Telework arrangements may have the effect of changing an employee's official work site in accordance with the definitions set forth in 3 FAM 2361.4 and consistent with 5 CFR 531.605. Changes to an employee's official work site may, in turn, affect the employee's salary, benefits, travel entitlements, and standing in the event of a reduction-in-force (RIF).

Section 9: Leave

Annual and sick leave must be requested by an employee who teleworks in the same manner as for employees not engaged in telework activities.

Section 10: Group Dismissal

- a. Any requirement that a teleworker continue to work if the agency closes to the public, grants liberal leave, or dismisses employees early on his or her telework day, should be included in the employee's formal telework agreement. If an employee is approved to telework when there is an unscheduled telework announcement that should also be included in the employee's formal telework agreement.
- b. When a localized emergency (e.g., fire, flood, etc.) specifically affects only the employee's official work site (when not the employee's telework site) and forces the official work site to close when the employee is scheduled to telework, the employee teleworking at the alternate work site will not be excused unless he or she cannot perform work without regular contact from the official work site and such regular contact is prevented by the localized emergency.
- c. When both the regular office and the alternative workplace are affected by a widespread emergency, (e.g. power failure), the Department will grant the telework employee excused absence identical to that given to employees at the official duty station or regular work site.
- d. When an emergency affects only the alternative work site for a major portion of the workday, the employee must consult with his or her supervisor to determine whether to report to the official duty station or request annual leave or leave without pay (LWOP).

Section 11: Continuity of Operations (COOP)

- a. Telework is an important component to all agency emergency planning. It is the Departments policy to implement remote work arrangements as broadly as possible to take full advantage of the potential of telework for this purpose and to ensure that:
 - (1) Equipment, technology, and technical support have been tested;
 - (2) Employees are comfortable with technology and communications methods; and
 - (3) Managers are comfortable managing a distributed work group.
- b. Based on the nature of the emergency, supervisors and managers may leverage telework to carry out the essential functions of the Department. Supervisors and managers will ensure the designation is documented in the telework agreement.
- c. Mission critical team (MCT) members should be equipped with FOBs (security hardware devices) to ensure they can function from any location equipped with internet access.
- d. During any period that an executive agency is operating under a continuity-of-operations plan, that plan will supersede any telework policy.

Section 12: Home as the Alternate Work Site

- a. Management is not obligated to provide any electronic or communication equipment to the teleworker. However, the executive director of the bureau may loan available equipment (computer, software, or fax) within the bureau to employees for use at home.
- b. The bureau may provide remote access to the Departments system via an FOB (security hardware device) or similar device. The employee must agree to protect and not misuse or abuse any U.S. Government-owned equipment and to use the equipment for official purposes. The bureau will install, service, and maintain any U.S. Government-owned equipment issued to an employee who teleworks. Ownership and control of the equipment, including hardware, software, and data, remain with the U.S. Government. The U.S. Government will not be responsible for any other incidental costs (e.g., utilities) associated with the use of the employee's residence.
- c. The employee is responsible for repair and maintenance of any personal equipment used. Management may agree to provide the employee with all necessary office supplies.
- d. An employee should be easily accessible to his or her supervisor and should frequently check voice mail or e-mail while at the alternate work site.

Section 13: Telephone Calls

- a. Under 31 U.S.C. 1348, reimbursement of long-distance (domestic and international) telephone expenses are allowed if incurred as a result of official duties. Form SF-1164, Claim for Reimbursement for Expenditures on Official Business, should be completed and approved by the employee's supervisor with a copy of the telephone charges.

- b. To the extent possible, teleworkers should make official long-distance calls from the regular work site where less expensive rates apply. This practice will reduce additional costs associated with telework to the Department of State.

Section 14: Workers Compensation

- a. U.S. Government employees suffering work-related injuries and/or damages at the alternative work site are covered as set forth in the Federal Employees' Compensation Act (FECA) (workers' compensation) and the Military Personnel and Civilian Employees Claims Act (PCA). In cases where FECA or the PCA are not applicable, U.S. Government employees may have a remedy under the Federal Tort Claims Act.
- b. A telework agreement and safety checklist must be on file with the CGFS.
- c. When injured while working at an alternate site an employee should follow the same procedures as adhered to in the traditional office setting when injured. The injured employee must notify his or her supervisor immediately and complete standard Department of Labor injury forms.

UNITED STATES

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Negotiated
Labor - Management Agreement

July 2022



United States Department of State

American Federation of Government Employees (AFGE)

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Professional

Negotiated Labor Management Agreement July 2022



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ARTICLE 33 **TELEWORK**

Section 1. Purpose

- a. Telework in the Federal Government started as a pilot program in 1990. The President's Council on Management Improvement (PCMI), in cooperation with the Office of Personnel Management (OPM) and the General Services Administration (GSA), established the Federal Flexible Workplace Pilot Project (Flexiplace).
- b. The nationwide program was established to improve the Federal Government's ability to recruit and retain capable employees by increasing their flexibility to balance work and family priorities, decrease commuting time, traffic congestion, and energy consumption. The telework movement is facilitated by innovations in human resources management, changes in the nature of work, advances in new technology, and requirements for contingency planning.

Section 2. Authority

Authorities include:

- (1) Presidential memoranda to agency heads on July 11, 1994, and June 21, 1996;
- (2) An Office of Personnel Management (OPM) memorandum to agency personnel directors on October 21, 1993;
- (3) The National Telecommuting Action Plan adopted by the President's Management Council on January 5, 1996;
- (4) Section 359 of Public Law 106-346, October 23, 2000;
- (5) Division B of Public Law 108-447, December 8, 2004;
- (6) The Telework Enhancement Act of 2010 signed by the President on December 9, 2010;
- (7) 5 CFR 531.605; and
- (8) Information on telework law found on the shared OPM and General Services Web site. See the telework legislation listing.

Section 3. Definitions

- a) Alternate work site: A designated location, other than the official work site, where employees perform work assignments such as the employee's home or an official telework center.
- b) Core telework: The employee teleworks on a regularly scheduled basis, at least 1 day a week, but perhaps more frequently.
- c) FOB: A small security hardware device with built-in authentication or subsequent generation technology, that allows an employee secure access to the employees network shares and Open Net Everywhere (ONE).

- d) Global OpenNet (GO): The next generation OpenNet Everywhere (ONE) system that provides subscriber access to Department of State unclassified email, documents, and applications while away from the office or teleworking.
- e) Official work site: The official work site is the regular work site for the employees position of record provided the employee is scheduled to work at least twice each biweekly pay period on a regular and recurring basis at the regular work site. For an employee whose work location varies on a recurring basis, the employee need not work at least twice each biweekly pay period at the regular official work site (where the employees work activities are based) as long as the employee is performing work regularly within the locality pay area for that work site. The official work site for an employee covered by a telework agreement who is not regularly scheduled to report at least twice each biweekly pay period to the official work site is the location of the telework site (e.g., the location of his or her home, telework center, or other alternate work site from which the employee works) except in temporary situations (e.g., extended official travel or recovery from an injury or medical condition).
- f) Situational telework: The employee teleworks on an irregular basis, generally recommended 1 day a month or the average of 12 days per year. Other situations may develop that makes it beneficial for the employee and supervisor to agree on a situational telework opportunity. This type of telework also is a component for continuity of operations (COOP).
- g) Telecenters: Alternative work sites in facilities to provide space for employees to work nearer to their home instead of at their traditional office. Renting telecenter space will be subject to availability of funds. Telecenters are equipped with printers, copiers, fax machines, telephones, video conferencing, and other office essentials. Telecenters also have technical support staff, if needed. For Washington, DC metropolitan area telecenters, see 3 FAH-1 Exhibit H-2361.1, Telecenters.
- h) Telework: The term telework or teleworking refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved work site other than the location from which the employee would otherwise work.
- i) Telework agreement: A mandatory document that outlines the terms and conditions of the telework arrangement, which are agreed upon between the supervisor and the employee.
- j) Unscheduled telework: Telework on an unscheduled basis in response to snow or other unexpected emergencies and in accordance with OPM notifications and guidance. Unscheduled telework may be performed when an unscheduled telework announcement is issued, irrespective of whether the employee was scheduled to telework.

Section 4. Department Policy

- a) The Department supports the broadest use of telework consistent with the needs of the Department by eligible agency employees to include supervisors, managers, and executive leadership. When properly implemented, telework benefits both the employee and the Department by increasing work/life effectiveness.
- b) Maintaining a viable telework-ready workforce requires practice and the regularly testing of equipment and procedures throughout the year to ensure that teleworkers will be effective and efficient while performing duties at an alternate work site when required.
- c) The Telework Program is managed by the Office of Employee Relations, Work Life Division, in the Bureau of Human Resources (HR/ER/WLD).
- d) Each bureau may develop a telework policy to address unique internal concerns and processes. The individual bureau policy must be no more restrictive than the overall Department policy and use the same terms and definitions.
- e) HR/PC will provide the Union with any Bureau telework policy upon request. HR/PC will provide the Union with any new Bureau telework policy within seven (7) days of receipt.

Section 5. General Provisions

- a) The programmatic requirements of the office must be a major factor in approving telework arrangements.
- b) Participation in the Telework Program is voluntary.
- c) Telework is not an entitlement, nor does it create any right or benefit, substantive or procedural, enforceable by a party against management.
- d) Telework agreements outlining the specific work arrangement agreed to must be established between the employee and supervisor.
- e) The telework agreement should be revisited by the manager and teleworker, at a minimum on a yearly basis or if there is a material change in work circumstances (i.e., promotion, new supervisor) to ensure that it is meeting the business needs of the office.
- f) Telework arrangements may take many forms, such as one or more scheduled/recurring days of the week, a few times a month or on an irregular basis. Full-time telework can be arranged when appropriate.
- g) An employee's full-time or part-time work status does not impact telework eligibility.
- h. Methods must be in place to maintain open communication between co-workers and teleworkers.
- i) Telework arrangements must be based on the employee's work performance and

position duties, not on other personal circumstances.

J) Telework is not an alternative for child, elder, or dependent care. Employees must not use duty time for any purpose other than official duties and must make other arrangements for such care.

k) The alternate work site must be a safe and adequate place to work. Teleworkers must provide sufficient security to protect any U.S. Government-owned equipment, such as computers, fax machines, and copy machines, which may be loaned to them.

l) Teleworkers and non-teleworkers must be treated the same for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, work requirements, removing employees, and other acts involving managerial discretion.

m) A supervisor may cancel or adjust the telework arrangement by providing written justification to the employee based on eligibility criteria listed in 3 FAM 2362.2 at any time with prior notification of at least 10 workdays. AFGE Local 1534 will be notified at the same time the bargaining unit employee is notified. Justifications for modifications or cancellation may be reviewed upon a change in the conditions that resulted in the original decision to cancel or modify if raised by the Employer, the employee or the Union on behalf of the employee.

n) An employee may cancel the telework agreement at any time with prior notification of at least 10 workdays. An employee may request an adjustment of their telework arrangement by providing a written justification to their supervisor for consideration.

o) A supervisor may require the presence of an employee in the office on a day normally scheduled for telework. Normally, an employee is notified of such a change in advance, but sometimes advance notice is not feasible. Teleworkers are subject to workplace requirements, e.g., random drug testing, and must report to the regular duty station when requested. As a general rule, transportation costs from the alternative work site to the official work site on a day usually scheduled for telework will not be reimbursed by the U.S. Government.

p) Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see 12 FAM 540.)

q) All work-related files, records, or papers produced while teleworking are the property of the U.S. Government and are subject to all applicable laws and regulations governing the use, maintenance, access, and destruction of such files, records, and papers.

Section 6. Eligibility

Domestic Telework eligibility is based upon, among other factors, the position that the employee encumbers, as well as the employees performance and conduct. If a position has been designated as telework eligible Management has the discretion to designate an employee as ineligible for telework or revoke or modify a telework arrangement based on the criteria listed in 3 FAM 2362.3 paragraph c.

Section 7. Criteria

1. Position: Positions are generally eligible for telework unless they:

(a) Require, on a daily basis (i.e., every work day), direct handling of classified national security information; or

(b) Require, on a daily basis (i.e., every work day), on site activity that cannot be handled remotely or at an alternative work site. A position that requires an employee to be on site may include, but is not limited to, face-to-face contact jobs, customer interface positions with the general public or positions that require the employee to have hands-on contact with machinery, equipment (i.e., special protective equipment), or vehicles to successfully fulfill the job/position requirements; and

2. Employee: Employees are generally eligible for telework unless:

(a) The employees most recent performance rating of record is below fully successful or the employee otherwise requires close supervision;

(b) The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year;

(c) The employee is currently on leave restriction;

(d) The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties, or for misconduct related to the misuse of public office for private gain, misuse of nonpublic information, misuse of U.S. Government property, or misuse of official time; or

(e) The employees absence from the office has placed an undue burden on office operations.

3. Factors Precluding Approval of a Nonemergency Telework Arrangement:

Telework will be denied where an employee's official duties require on a daily basis (every work day) the direct handling of classified national security

information determined to be inappropriate for telework by the Secretary; or on-site activity that cannot be handled remotely or at an alternate work site, except in emergency situations as determined by the Secretary. Under no circumstances does this provision excuse those designated as emergency employees from reporting to their work site on time unless otherwise directed.

4. Security: Employees are not permitted to telework with classified information at the telework site, and must comply with current standards for remote operations from private residences. Agency security policies do not change and are enforced at the same rigorous level when employees telework as when they are in the office. Employees who telework from home need to keep U.S. Government property and information safe, secure, and separated from their personal property and information (see 12 FAM 620 and 5 FAM 840).

5. Training: Employees eligible to telework must successfully complete the interactive telework training for employees before entering into a telework agreement. Managers who are supervising teleworkers must successfully complete the interactive telework training for managers. Employees with a telework arrangement in effect before the Telework Act was signed on December 9, 2010, are exempt from the training requirement.

Section 8. Responsibilities

- a) Employee: Before requesting to be considered for telework, employees must evaluate whether they are well-suited for telework, based on the factors set forth in 3 FAM 2362.2. Employees must maintain an acceptable level of performance and meet organizational requirements regarding communication and accessibility. Employees must remain flexible and responsive to the needs of the office.
- b) Supervisor: A supervisor must be committed to supporting the use of telework to the fullest extent practicable, consistent with the needs of the office. Supervisors must use the same metrics to evaluate the productivity of teleworkers as are used in evaluating a traditional office worker. Periodic status reports may be used within offices to assess work products and productivity.
- c) Bureau Telework Coordinator: The bureau telework coordinator is the subject-matter expert and the first point of contact for each bureau. The bureau telework coordinator provides guidance and answers questions

regarding telework policy, the telework agreement process, and serves as a liaison between the employee, bureau, and the telework managing officer. Bureau telework coordinators maintain and access all telework agreements and bureau reports for their respective bureaus via eTelework.

- d) Telework Managing Officer: The telework managing officer (TMO) is devoted to policy development and implementation related to the Departments telework program. The TMO is an advisor to agency leadership, and a resource for bureau telework coordinators, managers, and employees. The TMO also serves as the primary agency point of contact for the Office of Personnel Management (OPM) on telework matters. The TMO is responsible for all reporting requirements of the telework program.

Section 9. Time and Attendance and Certification

- a. A supervisor approves the employee's scheduled hours of duty, and certifies the time and attendance of telework employees in the same manner as for non-telework employees.
- b. The General Accountability Office (GAO) requires agencies with employees working at alternate sites to provide reasonable assurance that the employees are working when scheduled. This can be done by determining the work output for the time reported and/or clocking in and out each day via telephone or e-mail.
- c. Telework employees remain subject to all applicable laws, regulations, policies, and procedures governing the provision of premium pay to include the existing rules on overtime under 5 U.S.C. 5542 and the Fair Labor Standards Act (FLSA).

Section 10. Salary and Benefits

A telework arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade position. Telework arrangements may have the effect of changing an employee's official work site in accordance with the definitions set forth in 3 FAM 2361.4 and consistent with 5 CFR 531.605. Changes to an employee's official work site may, in turn, affect the employee's salary, benefits, travel entitlements, and standing in the event of a reduction-in-force (RIF).

Section 11. Leave

Annual and sick leave must be requested by an employee who teleworks in the same manner as for employees not engaged in telework activities.

Section 12. Alternate Work Schedules

Employees who telework, maintain hours of duty consistent with their bureau or post policies on flexible or alternate work schedules. Guidance on flexible and compressed work schedules is provided in Article 24 of this Agreement. The practice of telework and alternate work schedules are not necessarily mutually exclusive.

Section 13. Group Dismissal

- a. Any requirement that a teleworker continue to work if the agency closes to the public, grants liberal leave, or dismisses employees early on his or her telework day, should be included in the employee's formal telework agreement. If an employee is approved to telework when there is an unscheduled telework announcement that should also be included in the employee's formal telework agreement.
- b. When a localized emergency (e.g., fire, flood, etc.) specifically affects only the employee's official work site (when not the employee's telework site) and forces the official work site to close when the employee is scheduled to telework, the employee teleworking at the alternate work site will not be excused unless he or she cannot perform work without regular contact from the official work site and such regular contact is prevented by the localized emergency.
- c. When both the regular office and the alternative workplace are affected by a widespread emergency, (e.g. power failure), the Department will grant the telework employee excused absence identical to that given to employees at the official duty station or regular work site.
- d. When an emergency affects only the alternative work site for a major portion of the workday, the employee must consult with his or her supervisor to determine whether to report to the official duty station or request annual leave or leave without pay (LWOP).

Section 14. Emergency Response Telework - Continuity of Operations (COOP)

a. Telework is an important component to all agency emergency planning. It is the Departments policy to implement remote work arrangements as broadly as possible to take full advantage of the potential of telework for this purpose and to ensure that:

- (1) Equipment, technology, and technical support have been tested;

(2) Employees are comfortable with technology and communications methods; and

(3) Managers are comfortable managing a distributed work group.

b. Based on the nature of the emergency, supervisors and managers may leverage telework to carry out the essential functions of the Department. Supervisors and managers will ensure the designation is documented in the telework agreement.

c. Mission critical team (MCT) members should be equipped with FOBs (security hardware devices) to ensure they can function from any location equipped with INTERNET access.

d. During any period that an executive agency is operating under a continuity-of-operations plan, that plan will supersede any telework policy.

Section 15. Costs and Equipment

a) Telecenter as the Alternate Work Site: Costs associated with renting space, including equipment, utilities, etc., at a U.S.-based telecenter, will be borne by the agency or bureau, provided funds are available.

b) FOBs or Subsequent Generation Technology: FOBs (security hardware devices) are billed to a central account for core teleworkers, whereas bureaus are responsible for funding the FOBs of situational teleworkers.

c) Home as the Alternate Work Site: Management is not obligated to provide any electronic or communication equipment to the teleworker. However, the executive director of the bureau may loan available equipment (computer, software, or fax) within the bureau to employees for use at home.

1. The bureau may provide remote access to the Departments system via an FOB (security hardware device) or similar device. The employee must agree to protect and not misuse or abuse any U.S. Government-owned equipment and to use the equipment for official purposes. The bureau will install, service, and maintain any U.S. Government-owned equipment issued to an employee who teleworks.

Ownership and control of the equipment, including hardware, software, and data, remain with the U.S. Government. The U.S. Government will not be responsible for any other incidental costs (e.g., utilities) associated with the use of the employee's residence.

2. The employee is responsible for repair and maintenance of any personal equipment used. The bureau or post may agree to provide the employee with all

necessary office supplies.

3. An employee should be easily accessible to his or her supervisor and should frequently check voice mail or e-mail while at the alternate work site.

4. Telephone Calls: Under 31 U.S.C. 1348, reimbursement of long-distance (domestic and international) telephone expenses are allowed if incurred as a result of official duties. Form SF-1164, Claim for Reimbursement for Expenditures on Official Business, should be completed and approved by the employee's supervisor with a copy of the telephone charges. To the extent possible, teleworkers should make official long-distance calls from the regular work site where less expensive rates apply. This practice will reduce additional costs associated with telework to the Department of State.

Section 16. Workers Compensation

a) U.S. Government employees suffering work-related injuries and/or damages at the alternative work site are covered as set forth in the Federal Employees' Compensation Act (FECA) (workers' compensation) and the Military Personnel and Civilian Employees Claims Act (PCA). In cases where FECA or the PCA are not applicable, U.S. Government employees may have a remedy under the Federal Tort Claims Act.

b) A telework agreement and safety checklist must be on file with the employees bureau.

(1) For the safety checklist, see 3 FAH-1 Exhibit H-2361.2(3), Form DS-1963, Home Safety Checklist for Teleworkers.

(2) For domestic telework employees, see 3 FAH-1 Exhibit H-2361.2(1), for the Washington, DC Metropolitan Area Telework Agreement.

(3) For domestic employees teleworking abroad, see 3 FAH-1 Exhibit H-2361.2(2), Domestic Employee Teleworking Overseas (DETO) Core Telework Agreement.

(4) An employee who teleworks is responsible for ensuring that his or her home complies with these health and safety requirements.

c. When injured while working at an alternate site an employee should follow the same procedures as adhered to in the traditional office setting when injured. The injured employee must notify his or her supervisor immediately and complete standard Department of Labor injury forms.

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ARTICLE 33 TELEWORK

Section 1. Purpose

- a. Telework in the Federal Government started as a pilot program in 1990. The President's Council on Management Improvement (PCMI), in cooperation with the Office of Personnel Management (OPM) and the General Services Administration (GSA), established the Federal Flexible Workplace Pilot Project (Flexiplace).
- b. The nationwide program was established to improve the Federal Government's ability to recruit and retain capable employees by increasing their flexibility to balance work and family priorities, decrease commuting time, traffic congestion, and energy consumption. The telework movement is facilitated by innovations in human resources management, changes in the nature of work, advances in new technology, and requirements for contingency planning.

Section 2. Authority

Authorities include:

1. Presidential memoranda to agency heads on July 11, 1994, and June 21, 1996;
2. An Office of Personnel Management (OPM) memorandum to agency personnel directors on October 21, 1993;
3. The National Telecommuting Action Plan adopted by the President's Management Council on January 5, 1996;
4. Section 359 of Public Law 106-346, October 23, 2000;
5. Division B of Public Law 108-447, December 8, 2004;
6. The Telework Enhancement Act of 2010 signed by the President on December 9, 2010;
7. 5 CFR 531.605; and
8. Information on telework law found on the shared OPM and General Services Web site. See the telework legislation listing.

Section 3. Definitions

- a. Alternate work site: A designated location, other than the official work site, where employees perform work assignments such as the employee's home or an official telework center.
- b. Core telework: The employee teleworks on a regularly scheduled basis, at least 1 day a week, but perhaps more frequently.
- c. FOB: A small security hardware device with built-in authentication or subsequent generation technology, that allows an employee secure access to the employees network shares and Open Net Everywhere (ONE).
- d. Global OpenNet (GO): The next generation OpenNet Everywhere (ONE) system that provides subscriber access to Department of State unclassified email, documents, and applications while away from the office or teleworking.

- e. Official work site: The official work site is the regular work site for the employees position of record provided the employee is scheduled to work at least twice each biweekly pay period on a regular and recurring basis at the regular work site. For an employee whose work location varies on a recurring basis, the employee need not work at least twice each biweekly pay period at the regular official work site (where the employees work activities are based) as long as the employee is performing work regularly within the locality pay area for that work site. The official work site for an employee covered by a telework agreement who is not regularly scheduled to report at least twice each biweekly pay period to the official work site is the location of the telework site (e.g., the location of his or her home, telework center, or other alternate work site from which the employee works) except in temporary situations (e.g., extended official travel or recovery from an injury or medical condition).
- f. Situational telework: The employee teleworks on an irregular basis, generally recommended 1 day a month or the average of 12 days per year. Other situations may develop that makes it beneficial for the employee and supervisor to agree on a situational telework opportunity. This type of telework also is a component for continuity of operations (COOP).
- g. Telecenters: Alternative work sites in facilities to provide space for employees to work nearer to their home instead of at their traditional office. Renting telecenter space will be subject to availability of funds. Telecenters are equipped with printers, copiers, fax machines, telephones, video conferencing, and other office essentials. Telecenters also have technical support staff, if needed. For Washington, DC metropolitan area telecenters, see 3 FAH-1 Exhibit H-2361.1, Telecenters.
- h. Telework: The term telework or teleworking refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved work site other than the location from which the employee would otherwise work.
- i. Telework agreement: A mandatory document that outlines the terms and conditions of the telework arrangement, which are agreed upon between the supervisor and the employee.
- j. Unscheduled telework: Telework on an unscheduled basis in response to snow or other unexpected emergencies and in accordance with OPM notifications and guidance. Unscheduled telework may be performed when an unscheduled telework announcement is issued, irrespective of whether the employee was scheduled to telework.

Section 4. Department Policy

- a. The Department supports the broadest use of telework consistent with the needs of the Department by eligible agency employees to include supervisors, managers, and executive leadership. When properly implemented, telework benefits both the employee and the Department by increasing work/life effectiveness.

- b. Maintaining a viable telework-ready workforce requires practice and the regularly testing of equipment and procedures throughout the year to ensure that teleworkers will be effective and efficient while performing duties at an alternate work site when required.
- c. The Telework Program is managed by the Office of Employee Relations, Work Life Division, in the Bureau of Human Resources (HR/ER/WLD).
- d. Each bureau may develop a telework policy to address unique internal concerns and processes. The individual bureau policy must be no more restrictive than the overall Department policy and use the same terms and definitions.
- e. HR/PC will provide the Union with any Bureau telework policy upon request. HR/PC will provide the Union with any new Bureau telework policy within seven (7) days of receipt.

Section 5. General Provisions

- a. The programmatic requirements of the office must be a major factor in approving telework arrangements.
- b. Participation in the Telework Program is voluntary.
- c. Telework is not an entitlement, nor does it create any right or benefit, substantive or procedural, enforceable by a party against management.
- d. Telework agreements outlining the specific work arrangement agreed to must be established between the employee and supervisor.
- e. The telework agreement should be revisited by the manager and teleworker, at a minimum on a yearly basis or if there is a material change in work circumstances (i.e., promotion, new supervisor) to ensure that it is meeting the business needs of the office.
- f. Telework arrangements may take many forms, such as one or more scheduled/recurring days of the week, a few times a month or on an irregular basis. Full-time telework can be arranged when appropriate.
- g. An employee's full-time or part-time work status does not impact telework eligibility.
- h. Methods must be in place to maintain open communication between co-workers and teleworkers.
- i. Telework arrangements must be based on the employee's work performance and position duties, not on other personal circumstances.
- j. Telework is not an alternative for child, elder, or dependent care. Employees must not use duty time for any purpose other than official duties and must make other arrangements for such care.
- k. The alternate work site must be a safe and adequate place to work. Teleworkers must provide sufficient security to protect any U.S. Government-owned equipment, such as computers, fax machines, and copy machines, which may be loaned to them.
- l. Teleworkers and non-teleworkers must be treated the same for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing

in grade, work requirements, removing employees, and other acts involving managerial discretion.

- m. A supervisor may cancel or adjust the telework arrangement by providing written justification to the employee based on eligibility criteria listed in 3 FAM 2362.2 at any time with prior notification of at least 10 workdays. AFGE Local 1534 will be notified at the same time the bargaining unit employee is notified. Justifications for modifications or cancellation may be reviewed upon a change in the conditions that resulted in the original decision to cancel or modify if raised by the Employer, the employee or the Union on behalf of the employee.
- n. An employee may cancel the telework agreement at any time with prior notification of at least 10 workdays. An employee may request an adjustment of their telework arrangement by providing a written justification to their supervisor for consideration.
- o. A supervisor may require the presence of an employee in the office on a day normally scheduled for telework. Normally, an employee is notified of such a change in advance, but sometimes advance notice is not feasible. Teleworkers are subject to workplace requirements, e.g., random drug testing, and must report to the regular duty station when requested. As a general rule, transportation costs from the alternative work site to the official work site on a day usually scheduled for telework will not be reimbursed by the U.S. Government.
- p. Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see 12 FAM 540.)
- q. All work-related files, records, or papers produced while teleworking are the property of the U.S. Government and are subject to all applicable laws and regulations governing the use, maintenance, access, and destruction of such files, records, and papers.

Section 6. Eligibility

Domestic Telework eligibility is based upon, among other factors, the position that the employee encumbers, as well as the employees performance and conduct. If a position has been designated as telework eligible Management has the discretion to designate an employee as ineligible for telework or revoke or modify a telework arrangement based on the criteria listed in 3 FAM 2362.3 paragraph c.

Section 7. Criteria

Position: Positions are generally eligible for telework unless they:

- a. Require, on a daily basis (i.e., every work day), direct handling of classified national security information; or
- b. Require, on a daily basis (i.e., every work day), on site activity that cannot be handled remotely or at an alternative work site. A position that requires an employee

to be on site may include, but is not limited to, face-to-face contact jobs, customer interface positions with the general public or positions that require the employee to have hands-on contact with machinery, equipment (i.e., special protective equipment), or vehicles to successfully fulfill the job/position requirements; and

Employee: Employees are generally eligible for telework unless:

- a. The employee's most recent performance rating of record is below fully successful or the employee otherwise requires close supervision;
- b. The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year;
- c. The employee is currently on leave restriction;
- d. The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties, or for misconduct related to the misuse of public office for private gain, misuse of nonpublic information, misuse of U.S. Government property, or misuse of official time; or
- e. The employee's absence from the office has placed an undue burden on office operations.

3. Factors Precluding Approval of a Nonemergency Telework Arrangement: Telework will be denied where an employee's official duties require on a daily basis (every work day) the direct handling of classified national security information determined to be inappropriate for telework by the Secretary; or on-site activity that cannot be handled remotely or at an alternate work site, except in emergency situations as determined by the Secretary. Under no circumstances does this provision excuse those designated as emergency employees from reporting to their work site on time unless otherwise directed.

4. Security: Employees are not permitted to telework with classified information at the telework site, and must comply with current standards for remote operations from private residences. Agency security policies do not change and are enforced at the same rigorous level when employees telework as when they are in the office. Employees who telework from home need to keep U.S. Government property and information safe, secure, and separated from their personal property and information (see 12 FAM 620 and 5 FAM 840).

5. Training: Employees eligible to telework must successfully complete the interactive telework training for employees before entering into a telework agreement. Managers who are supervising teleworkers must successfully complete the interactive telework training for managers. Employees with a telework arrangement in effect before the

Telework Act was signed on December 9, 2010, are exempt from the training requirement.

Section 8. Responsibilities

- a. Employee: Before requesting to be considered for telework, employees must evaluate whether they are well-suited for telework, based on the factors set forth in 3 FAM 2362.2. Employees must maintain an acceptable level of performance and meet organizational requirements regarding communication and accessibility. Employees must remain flexible and responsive to the needs of the office.
- b. Supervisor: A supervisor must be committed to supporting the use of telework to the fullest extent practicable, consistent with the needs of the office. Supervisors must use the same metrics to evaluate the productivity of teleworkers as are used in evaluating a traditional office worker. Periodic status reports may be used within offices to assess work products and productivity.
- c. Bureau Telework Coordinator: The bureau telework coordinator is the subject-matter expert and the first point of contact for each bureau. The bureau telework coordinator provides guidance and answers questions regarding telework policy, the telework agreement process, and serves as a liaison between the employee, bureau, and the telework managing officer. Bureau telework coordinators maintain and access all telework agreements and bureau reports for their respective bureaus via eTelework.
- d. Telework Managing Officer: The telework managing officer (TMO) is devoted to policy development and implementation related to the Departments telework program. The TMO is an advisor to agency leadership, and a resource for bureau telework coordinators, managers, and employees. The TMO also serves as the primary agency point of contact for the Office of Personnel Management (OPM) on telework matters. The TMO is responsible for all reporting requirements of the telework program.

Section 9. Time and Attendance and Certification

- a. A supervisor approves the employee's scheduled hours of duty, and certifies the time and attendance of telework employees in the same manner as for non-telework employees.
- b. The General Accountability Office (GAO) requires agencies with employees working at alternate sites to provide reasonable assurance that the employees are working when scheduled. This can be done by determining the work output for the time reported and/or clocking in and out each day via telephone or e-mail.
- c. Telework employees remain subject to all applicable laws, regulations, policies, and procedures governing the provision of premium pay to include the existing rules on overtime under 5 U.S.C. 5542 and the Fair Labor Standards Act (FLSA).

Section 10. Salary and Benefits

A telework arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade position. Telework arrangements may have the effect of changing an employee's official work site in accordance with the definitions set forth in 3 FAM 2361.4 and consistent with 5 CFR 531.605. Changes to an employee's official work site may, in turn, affect the employee's salary, benefits, travel entitlements, and standing in the event of a reduction-in-force (RIF).

Section 11. Leave

Annual and sick leave must be requested by an employee who teleworks in the same manner as for employees not engaged in telework activities.

Section 12. Alternate Work Schedules

Employees who telework, maintain hours of duty consistent with their bureau or post policies on flexible or alternate work schedules. Guidance on flexible and compressed work schedules is provided in Article 24 of this Agreement. The practice of telework and alternate work schedules are not necessarily mutually exclusive.

Section 13. Group Dismissal

- a. Any requirement that a teleworker continue to work if the agency closes to the public, grants liberal leave, or dismisses employees early on his or her telework day, should be included in the employee's formal telework agreement. If an employee is approved to telework when there is an unscheduled telework announcement that should also be included in the employee's formal telework agreement.
- b. When a localized emergency (e.g., fire, flood, etc.) specifically affects only the employee's official work site (when not the employee's telework site) and forces the official work site to close when the employee is scheduled to telework, the employee teleworking at the alternate work site will not be excused unless he or she cannot perform work without regular contact from the official work site and such regular contact is prevented by the localized emergency.
- c. When both the regular office and the alternative workplace are affected by a widespread emergency, (e.g. power failure), the Department will grant the telework employee excused absence identical to that given to employees at the official duty station or regular work site.
- d. When an emergency affects only the alternative work site for a major portion of the workday, the employee must consult with his or her supervisor to determine whether to report to the official duty station or request annual leave or leave without pay (LWOP).

Section 14. Emergency Response Telework -Continuity of Operations (COOP)

- a. Telework is an important component to all agency emergency planning. It is the Departments policy to implement remote work arrangements as broadly as possible to take full advantage of the potential of telework for this purpose and to ensure that:
 1. Equipment, technology, and technical support have been tested;
 2. Employees are comfortable with technology and communications methods; and
 3. Managers are comfortable managing a distributed work group.
- b. Based on the nature of the emergency, supervisors and managers may leverage telework to carry out the essential functions of the Department. Supervisors and managers will ensure the designation is documented in the telework agreement.
- c. Mission critical team (MCT) members should be equipped with FOBs (security hardware devices) to ensure they can function from any location equipped with INTERNET access.
- d. During any period that an executive agency is operating under a continuity-of-operations plan, that plan will supersede any telework policy.

Section 15. Costs and Equipment

- a. Telecenter as the Alternate Work Site: Costs associated with renting space, including equipment, utilities, etc., at a U.S.-based telecenter, will be borne by the agency or bureau, provided funds are available.
- b. FOBs or Subsequent Generation Technology: FOBs (security hardware devices) are billed to a central account for core teleworkers, whereas bureaus are responsible for funding the FOBs of situational teleworkers.
- c. Home as the Alternate Work Site: Management is not obligated to provide any electronic or communication equipment to the teleworker. However, the executive director of the bureau may loan available equipment (computer, software, or fax) within the bureau to employees for use at home.
 1. The bureau may provide remote access to the Departments system via an FOB (security hardware device) or similar device. The employee must agree to protect and not misuse or abuse any U.S. Government-owned equipment and to use the equipment for official purposes. The bureau will install, service, and maintain any U.S. Government-owned equipment issued to an employee who teleworks. Ownership and control of the equipment, including hardware, software, and data, remain with the U.S. Government. The U.S. Government will not be responsible for any other incidental costs (e.g., utilities) associated with the use of the employee's residence.
 2. The employee is responsible for repair and maintenance of any personal equipment used. The bureau or post may agree to provide the employee with all necessary office supplies.
 3. An employee should be easily accessible to his or her supervisor and should frequently check voice mail or e-mail while at the alternate work site.

4. Telephone Calls: Under 31 U.S.C. 1348, reimbursement of long-distance (domestic and international) telephone expenses are allowed if incurred as a result of official duties. Form SF-1164, Claim for Reimbursement for Expenditures on Official Business, should be completed and approved by the employee's supervisor with a copy of the telephone charges. To the extent possible, teleworkers should make official long-distance calls from the regular work site where less expensive rates apply. This practice will reduce additional costs associated with telework to the Department of State.

Section 16. Workers Compensation

- a. U.S. Government employees suffering work-related injuries and/or damages at the alternative work site are covered as set forth in the Federal Employees' Compensation Act (FECA) (workers' compensation) and the Military Personnel and Civilian Employees Claims Act (PCA). In cases where FECA or the PCA are not applicable, U.S. Government employees may have a remedy under the Federal Tort Claims Act.
- b. A telework agreement and safety checklist must be on file with the employees bureau.
 1. For the safety checklist, see 3 FAH-1 Exhibit H-2361.2(3), Form DS-1963, Home Safety Checklist for Teleworkers.
 2. For domestic telework employees, see 3 FAH-1 Exhibit H-2361.2(1), for the Washington, DC Metropolitan Area Telework Agreement.
 3. For domestic employees teleworking abroad, see 3 FAH-1 Exhibit H-2361.2(2), Domestic Employee Teleworking Overseas (DETO) Core Telework Agreement.
 4. An employee who teleworks is responsible for ensuring that his or her home complies with these health and safety requirements.
- c. When injured while working at an alternate site an employee should follow the same procedures as adhered to in the traditional office setting when injured. The injured employee must notify his or her supervisor immediately and complete standard Department of Labor injury forms.

Department of the Interior
Supplemental Documents

Department of the Interior
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL

Department of the Interior

January 26, 2024

OMB issued its Organizational Health and Performance Memorandum (M-23-15) last spring as guidance for agencies as they reevaluate their work environment posture to increase in-person presence while optimizing organizational health and performance. As the White House Chief of Staff and OMB have continued to emphasize in the Cabinet, PMC, and other forums, it is essential for agency leaders to be paying close attention to implementation progress and ensuring that updated Work Environment policies are having the intended impact.

In line with M-23-15, OMB requests that agencies that are still implementing in-person presence goals respond to this **implementation data call** outlining all remaining steps that the agency will take to reach intended work environment postures.

Agencies should provide:

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

Consistent with OMB M-23-15, *Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments*, DOI's *Work Environment Plan*, and other applicable guidance and our Work Environment plan, the Department of the Interior (Department or DOI) is squarely focused on ensuring that the Department and its components are able to most effectively achieve their missions while strengthening for the future, including ensuring that all services continue to meet and exceed customer expectations and needs.

The Department has steadily made progress toward reaching its in-person presence objectives, which we define as employees reporting in-person for at least 50 percent of their regularly scheduled tours of duty during each a pay period. Most recently, the Department announced on December 18, 2023 that, effective the pay period beginning February 11, 2024, all non-bargaining unit teleworkers in the National Capital Region (NCR) must report to DOI offices, DOI field sites, or other Government facilities at least 50 percent of their regularly scheduled tours of duty per pay period. The Department is actively seeking to apply this change to all bargaining unit teleworkers in the NCR, subject to applicable labor-management obligations.

We anticipate that the next step to advance the Department's in-person objectives will be announced by March 1, 2024, and will reflect a change in policy to require all

non-bargaining unit teleworkers in Regional or State offices (i.e., remaining headquarters-equivalent offices) to report to DOI offices, DOI field sites, or other Government facilities at least 50 percent of their regularly scheduled tours of duty per pay period. Consistent with this policy posture, the Department will seek to apply this change to bargaining unit teleworkers in the Regional and State offices in accordance with the requirements of the Federal Service Labor-Management Relations Statute, 5 U.S.C. Chapter 71, and Executive Order No. 14003. Throughout, Departmental leadership has continued to emphasize the importance of meaningful in-person engagement facilitated by core in-office days as key measures that allow the Department to best support the agency's statutory missions and improve organizational health and organizational performance.

- (2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

The Department currently seeks to engage with labor representatives to reach the same terms of telework for bargaining unit employees as non-bargaining unit employees, in accordance with the requirements of the Federal Service Labor-Management Relations Statute, 5 U.S.C. Chapter 71, and Executive Order No. 14003. All DOI return to work policies will be implemented in accordance with Federal anti-discrimination laws.

The Department will utilize targeted pulse surveys as well as continued monitoring of retention data to assess execution and progress of its organizational health and performance objectives and priorities.

- (3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

As noted, the Department will continue to undertake targeted pulse surveys of impacted personnel to understand reactions, concerns, and suggestions as implementation proceeds to our in-person objectives. We are also mindful of the recent FEVS survey data which indicates DOI employees are increasingly engaged, reporting increased satisfaction and progress in meeting our diversity, equity and inclusion goals, and our commitment to not just hold steady but improve these numbers. We are working directly with Departmental leaders to assess and resolve any remaining issues of office space for in-person work both in the NCR and in the Department's regional and state core locations.

The Department continues to collect data on telework use as part of its payroll systems. As part of this implementation effort, Bureau leaders and senior managers are tasked with instituting appropriate protocols to ensure regular reviews of the

time and attendance data to confirm compliance with the requirement that teleworking employees report to DOI offices, DOI field sites, and in Government facilities for at least 50 percent of their regularly scheduled duty time per pay period. Additionally, all managers will continue to prioritize meaningful in-person engagement, including maintaining core in-office days for teams to collaborate in person in both NCR and Regional / State offices. The Office of the Deputy Secretary meets at least bi-monthly with the Assistant Secretary for Policy Management and Budget and the Chief Human Capital Officer to review in-person data and troubleshoot arising issues.

We believe that managing implementation in this manner keeps the Department in the strongest possible position to recruit and retain talent, to maintain a positive and inclusive work environment for all employees, and to continue to deliver excellent results for our stakeholders, partners, and the American people.

Request. Please send a written update that answers these questions. Agencies may provide additional detail or narrative on top of these answers. Responses are due via email to futureofwork@omb.eop.gov no later than January 26, 2024.

Department of the Interior
Telework Policy(s)



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

July 23, 2021

PERSONNEL BULLETIN NO: 21-07

SUBJECT: Telework Program

1. Purpose. This Personnel Bulletin (PB) establishes the policy, assigns responsibilities, and prescribes procedural requirements for the Department of the Interior's (DOI or Department) Telework Program. Consistent with the Telework Enhancement Act of 2010, this PB establishes the Departmental policy under which eligible employees may be authorized to telework to the extent that the arrangement does not diminish employee or organizational performance. This PB replaces PB 19-02, Telework Program, dated June 14, 2019, and supersedes the existing policy in Departmental Manual (DM) Chapter 370 DM 226, Telework Program, until corresponding changes in the DM are made.

2. Effective Date. This PB is effective on August 23, 2021.

3. Authorities.

- A. Title 5 of the United States Code (U.S.C.), Chapter 63
- B. Title 5 of the U.S.C., Chapter 65
- C. Title 5 of the U.S.C., Chapter 81
- D. Title 40 of the U.S.C., Chapter 5, Section 587
- E. Part 531 of Title 5 Code of Federal Regulations (CFR)
- F. Part 550 of Title 5 CFR
- G. Part 630 of Title 5 CFR
- H. Part 2635 of Title 5 CFR
- I. Part 1630 of Title 29 CFR
- J. PB 18-04, Weather and Safety Leave, dated May 10, 2018
- K. PB 14-01, Reasonable Accommodation for Individuals with Disabilities, dated February 20, 2014
- L. 370 DM 771, Administrative Grievance Procedures
- M. Office of Management and Budget Memorandum M-21-25, Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment, dated June 10, 2021

4. Coverage. This policy applies to all DOI employees (including supervisors) and supersedes any other Departmental or Bureau/Office policies or procedures that conflict with this policy. Bureaus/Offices may issue supplemental implementing procedures at their discretion. The Bureau/Office supplemental procedures must be forwarded to the Director of the Department's Office of Human Capital for concurrence prior to implementation.

5. Definitions.

A. Alternative Worksite. A location, other than the employee's official worksite, that has been approved for the performance of assigned official duties as designated on the telework agreement. It may be an employee's home, a telework center, or other approved worksite that is conducive to performing the official duties.

B. Core Telework. A telework arrangement in which eligible employees telework from an approved alternative worksite on a recurring, scheduled basis—i.e., fixed day(s) per week or pay period.

C. Dependent Care. The support and nurturing of persons who cannot meet their own needs such as children, elders, or other dependent adults.

D. Hoteling. An arrangement in which employees are not assigned permanent, dedicated office space at a DOI location, but rather are provided office space by reservation, on an as-needed basis. Also referred to as "shared workstations."

E. Mobile Work. Work that is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). This category of work is not considered telework and is not covered by this policy.

F. Official Duty Station. The official location of an employee's position of record as determined under 5 CFR §531.605. The official duty station is often referred as the "official worksite."

G. Official Disciplinary Action. Any disciplinary action that results in the placement of a document in an employee's electronic Official Personnel Folder (e.g., written reprimand, suspension, removal, reduction in grade/pay).

H. Remote Work. An arrangement under which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite on a regular and recurring basis. For a remote worker, the approved remote worksite is the employee's official duty station for pay purposes, even if that location is their home. This category of work is not considered telework and is not covered by this policy.

I. Situational Telework. A telework arrangement in which eligible employees telework without a set schedule (e.g., telework as a result of inclement weather, personal appointment, special work assignment). An employee with an approved situational telework arrangement must obtain advance approval from their supervisor in order to telework on a particular day(s).

J. Telework. A work flexibility arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

K. Telework Agreement (Form DI-3457). A written agreement that outlines the terms and conditions for an employee authorized to telework, as approved by the appropriate management official. Telework agreements are mandatory for an employee's participation in the telework program. Bureaus/Offices may not alter, supplement or modify the Form DI-3457.

L. Teleworker. An eligible employee who has completed the required telework training, has an approved telework agreement in place, and has the required work necessities (e.g., equipment, materials) to effectively perform their duties at an approved alternative worksite. Also referred to as a "telework-ready" employee.

6. Responsibilities. As noted in Section 4, Bureaus/Offices may issue implementing procedures to add additional responsibilities to each of the below roles and/or identify additional roles within their organizational structures in order to implement this policy.

A. Deputy Assistant Secretary for Human Capital and Diversity. The Deputy Assistant Secretary for Human Capital and Diversity, as the Department's Telework Managing Officer, is responsible for:

(1) Overseeing policy development and implementation related to the Department's Telework Program and submission of required reports to the U.S. Office of Personnel Management (OPM) or other government organizations as may be required.

(2) Advising Departmental leadership on the administration of the DOI Telework Program and serving as the Department's primary liaison with OPM on telework matters.

B. Office of the Chief Information Officer is responsible for:

(1) Developing strategies and providing guidance for enterprise information technology capabilities and data security required to support telework.

(2) Overseeing the evaluation of new and emerging technologies that facilitate telework and approving them for Department-wide use, as appropriate.

(3) Establishing criteria and guidelines for using and protecting Government furnished equipment (GFE) and non-GFE, including personally owned equipment to access DOI information systems and networks to perform telework.

C. Departmental Telework Coordinator. Appointed by the Telework Managing Officer, the Departmental Telework Coordinator is responsible for:

(1) Administering the DOI Telework Program in accordance with governing law and Departmental policies.

(2) Serving as a resource for Bureau/Office telework coordinators on telework matters and advising on strategies to overcome barriers to implementing telework within the Bureaus/Offices.

(3) Developing DOI Telework policy and coordinating policy and procedure changes with the Bureau/Office telework coordinators.

(4) Assessing the Department's Telework Program.

(5) Preparing reports on employee telework participation rates and other related metrics, and providing information regarding employee telework agreements as required by OPM, other Federal agencies, Departmental leadership, and the Office of the Solicitor.

(6) In consultation with the Telework Managing Officer, establishing agency telework participation goals.

D. Bureau Directors and Equivalent Office Heads are responsible for:

(1) Ensuring that their organizations are in full compliance with the requirements of this policy.

(2) Establishing implementing procedures, as needed, to maximize appropriate use of telework as a work flexibility arrangement, to include integrating telework into continuity of operations (COOP) plans.

(3) Holding subordinate supervisors and managers accountable for implementing telework in accordance with this policy and applicable Bureau/Office implementing procedures.

(4) Holding subordinate supervisors and managers accountable for evaluating teleworkers and non-teleworkers under the same performance management system and ensuring that teleworkers are afforded the same professional opportunities, assignments, and treatment as non-teleworkers with regard to duties assigned, periodic appraisal of employee performance, awards, training and developmental opportunities, promotions, and retention incentives.

E. Bureau/Office Telework Coordinators. Each Bureau and equivalent Office will designate a Telework Coordinator to serve as the Bureau/Office contact for telework policy and program questions. This individual should be of sufficient position and grade as to allow them access to senior Bureau/Office officials and to speak with authority regarding telework. The Bureau/Office Telework Coordinators are responsible for:

(1) Providing assistance and guidance to Bureau/Office employees and managers regarding telework.

(2) Preparing and submitting periodic reports to the Department's Office of Human Capital on the Bureau/Office telework eligibility and participation rates.

(3) Preparing and submitting reports to Bureau/Office leadership (e.g., Regional Directors or equivalent positions) on telework participation rates and providing information regarding employee telework agreements.

(4) Maintaining Bureau/Office employee telework agreement records.

F. Servicing Human Resources Offices (SHRO) are responsible for:

- (1) Ensuring vacancy announcements and position descriptions contain accurate information regarding the suitability of a position for telework.
- (2) Ensuring that all position and employee telework eligibility codes are correctly reflected in the Federal Personnel and Payroll System.
- (3) Providing assistance and guidance to Bureau/Office managers on managing and supervising teleworkers.

G. Supervisors are responsible for:

- (1) In consultation with the servicing SHRO, determining an employee's eligibility for telework and notifying the employee, as appropriate. Generally, employees must be notified of their telework eligibility within 60 days of starting a new job.
- (2) In consultation with the servicing SHRO, determining whether the duties of a position are suitable for telework. After an initial determination, this determination will be made each time the position description is modified.
- (3) Executing telework agreements with employees who request to and are permitted to telework; ensuring that required telework training is completed prior to allowing the employee to telework; and terminating telework agreements when employees are no longer eligible to telework or the teleworking arrangement fails to meet organizational needs.
- (4) Upon approval of a telework agreement, establishing and communicating clear expectations with employees regarding methods of communication (e.g., customer service, time frames for returning phone calls, email communication), meeting attendance, duty hours, the accurate coding of telework for time and attendance purposes, requesting leave while teleworking, and notification procedures for requesting situational and unscheduled telework.
- (5) Establishing clearly defined performance standards and using existing quality and quantity standards to evaluate work performance of a teleworker. Managing the teleworker remains the same as for employees in the official worksite in that performance is measured by results.
- (6) Treating teleworkers the same as non-teleworking employees concerning performance appraisals, work assignments and requirements, awards and recognition, training and developmental opportunities, promotions, retention, and other employment matters involving management discretion; and treating employees equitably when implementing telework in their organization.

(7) Actively supporting telework and working through minor problems or obstacles that may occur.

(8) Being cognizant of opportunities to achieve savings by monitoring and coordinating teleworker schedules to share office space. Supervisors will be proactive in pairing employees in the same location with opposite schedules (one employee present when another is not) to optimize the use of reduced office space.

(9) Ensuring employees protect and secure agency records and sensitive information consistent with established DOI policies.

(10) Reviewing and recertifying telework agreements annually to validate whether the arrangement is still effective and in the best interest of the agency.

(11) Executing a new telework agreement when an employee is assigned to a new position, a new supervisor, or to effect a permanent change to a telework arrangement (e.g., new alternative worksite, new core telework day).

(12) Ensuring adequate worksite office coverage during business hours so that mission operations continue to be carried out efficiently and effectively.

(13) Maintaining records of direct reports' current telework agreements.

H. Teleworkers are responsible for:

(1) Securing approval of their telework agreement and completing required telework training prior to teleworking.

(2) Providing the same level of support, availability, accessibility to customers, coworkers, and supervisor as if working at the official worksite. This includes, but is not limited to, meeting organizational and individual work requirements, participating in staff meetings, participating in video conferencing, working assigned duty hours, and responding to phone calls, email, instant messaging chats, and voicemail in a timely manner.

(3) Ensuring there is no diminishment of individual performance or agency requirements and that they have sufficient work assignments conducive to telework.

(4) Complying with their approved telework agreement and adhering to Departmental policies while working at the alternative worksite. These policies include but are not limited to: Standards of Ethical Conduct for Employees of the Executive Branch and other applicable ethics laws and regulations; Acceptable Use of the Internet; Conduct and Discipline; Time and Attendance; and Records Management.

(5) Obtaining advance approval from their supervisor for each instance of telework when teleworking under a situational agreement.

(6) Accurately coding their timesheet to reflect the hours teleworked.

(7) Conforming to office requirements for shared space at the employee's official duty location.

(8) Teleworking, if they have a telework agreement in place and are required to do so by the supervisor, when the employee is subject to an investigation or other administrative action that requires the employee to be taken out of the workplace.

(9) Teleworking when prevented from safely traveling to or performing work at their official worksite due to inclement weather or other emergency condition (e.g. building fire at the official worksite, pandemic) that prevents an employee or group of employees from safely traveling to or safely performing work at an approved location if the telework site is not also impacted. This includes preparing and planning ahead, including taking necessary work equipment (e.g., laptop) to the alternative worksite, when severe weather or other emergency situations can be anticipated.

(10) Properly protecting and securing GFE and sensitive information in compliance with Departmental guidance.

(11) Ensuring the alternative worksite is safe, free from hazards, and provides an adequate work environment with regard to connectivity and technology. Employees are expected to provide internet service and other general utility costs at their own expense.

(12) Ensuring appropriate arrangements for the care of dependents while teleworking.

7. Policy. Telework is an effective strategy for mission accomplishment, ensuring COOP in a crisis, and recruiting and retaining valued talent. It is the policy of the DOI to promote telework that does not diminish employee performance or agency operations, or adversely affect the ability of the Department to achieve its mission. Employees do not have a presumptive right to telework. An employee's participation in the telework program is voluntary and must only be approved when it is deemed to be in the best interest of the agency.

There are two types of telework arrangements available at the Department:

- Core Telework
- Situational Telework

Employees, regardless of their telework arrangement, must have an approved telework agreement in place in order to participate in telework. Once the telework agreement is finalized, employees will be considered telework-ready.

An employee approved to telework must physically report to their official duty station **at least two full workdays per bi-weekly pay period**, except for rare circumstances or as a reasonable accommodation.

A. Telework Eligibility. To the extent that mission requirements are not jeopardized, management officials may permit eligible employees who exhibit suitable work performance and

conduct, occupy positions suitable for telework, and have access to an appropriate alternative worksite to telework to the extent feasible. Telework eligibility criteria must be applied impartially and consistently and be based on appropriate business and organizational needs. While telework is a workplace flexibility, it is not an employee entitlement and not all employees are eligible to telework.

The following factors must be evaluated when determining telework eligibility:

(1) Position Suitability. In determining position suitability, supervisors should consider what duties and functions an employee performs, and not simply the occupation, pay plan, series, or grade level of the position. Positions suitable for telework must have:

- Quantifiable, project-oriented, or other portable job tasks that can be performed at the approved alternative worksite (e.g., reading reports, analyzing documents and studies, preparing written documents).
- Limited need for access to classified information.
- Off-site access to needed technology.

While many positions may be suitable for telework, there are certain positions that are not conducive to telework. Positions are not suitable for telework that require on a daily basis (every workday):

(a) Direct handling of classified or other secure materials determined to be inappropriate for telework by management.

(b) On-site activity that cannot be handled remotely or at an alternative worksite (e.g., face-to-face personal contacts; intake or distribution of mail; hands-on contact with machinery, equipment, or vehicles; law enforcement).

When an employee's position is determined not normally suitable for telework, there may be circumstances or portions of the employee's work (e.g., reading and analyzing documents and preparing reports or other types of correspondence, non-classified assignments) that may be considered for telework on a situational basis if the supervisor deems it to be in the best interest of the agency.

(2) Employee Eligibility. After ensuring that the position is suitable for telework, the supervisor must determine the employee's eligibility to telework. To be considered eligible for telework, an employee must demonstrate characteristics indicating their ability to effectively work away from the official worksite. Employees eligible for telework must display dependability, responsibility, and conscientiousness; the ability to work independently and without close supervision; self-motivation and self-discipline; and the ability to prioritize work and manage time wisely.

(3) Employee Ineligibility. Employees are ineligible to telework if:

(a) Their conduct has resulted in an official disciplinary action taken against them (e.g., written reprimand, suspension, removal, reduction in grade/pay) for any

type of misconduct. Disciplined employees may remain ineligible to telework for a maximum of two years from the effective date of the official disciplinary action. When disciplined employees become eligible for telework, supervisors, after consultation with the servicing SHRO, may allow disciplined employees to telework or may continue periods of telework ineligibility until a future date;

(b) Consistent with 5 U.S.C. § 6502(a)(2), they have been officially disciplined for:

- being absent without permission for more than five days in any calendar year; or
- violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading or exchanging pornography, including child pornography on a Federal computer or while performing Federal Government duties

The period of ineligibility for employees who have been officially disciplined for misconduct indicated in Section 7.A.(3)(b) depends on the type of action and whether a non-permanent or permanent record of the discipline is filed in the employee's electronic official personnel folder (eOPF). For non-permanent records (e.g., reprimand), the prohibition from telework exists until the document is removed. For permanent records (e.g., personnel actions documenting suspensions), the prohibition would be permanent; or

(c) They have received less than a Fully Successful performance rating at any time during the rating period or been notified in writing of less than Fully Successful performance (e.g., by receipt of a Notice of Opportunity to Demonstrate Acceptable performance). On a case-by-case basis, employees who are formally notified during the performance year that their performance has improved to the Fully Successful level may resume teleworking, if the supervisor deems telework to be in the best interest of the agency.

Although the above criteria establish when an employee is eligible to participate in telework, eligibility does not equate to an entitlement to telework. The determination regarding the suitability of a position, eligibility of an employee to telework, or approval of an employee's participation in telework resides with management and will be based on the duties of the employee's position, business needs, and/or the employee's ability to fulfill their responsibilities as outlined in Section 6.H. Bureaus/Offices may not supplement these eligibility criteria in their implementing procedures.

B. Establishing a Telework Arrangement. If it is determined that telework is a viable option and in the best interest of the agency, the supervisor and the employee must complete the required training and execute a telework agreement before initiating a telework arrangement.

(1) Complete Telework Training.

(a) Prior to initiating a telework arrangement, employees and their supervisors must complete telework training. The required training courses for supervisors

and employees are available via the Department's electronic learning management system. Employees must complete the course titled "Telework Fundamentals – Employee Training," and supervisors must complete the course titled, "Telework Fundamentals – Manager Training." This is a one-time requirement. Once completed, employees and supervisors do not need to repeat the training for the purposes of telework. If employees or supervisors have documentation demonstrating they completed previous training titled "Telework 101 for Employees," or "Telework 101 for Supervisors," or equivalent training, they do not need to complete these courses.

(b) Bureaus/Offices may establish organization-specific telework training to fulfill this requirement.

(2) Complete Telework Agreement.

(a) An approved telework agreement (Form DI-3457) must be in place before an employee is permitted to telework. The telework agreement documents the terms and conditions of the telework arrangement, including the type of telework arrangement approved and the particular days for which the employee is approved to telework, if applicable, and includes a safety checklist for the employee to use in assessing the overall safety of the alternative worksite. The final decision regarding the type of telework arrangement and days an employee is scheduled to telework rests with management. The telework agreement must be completed by the employee and the supervisor. Supervisors should strive to complete the telework agreement form within ten (10) business days of receipt from employee.

(b) A new telework agreement form must be initiated when the employee is assigned a new supervisor or new position. A new telework agreement form must also be initiated to document approved changes to the employee's telework arrangement (e.g., change in approved core telework days, change in type of telework arrangement).

(c) Telework agreements must be reviewed by the supervisor and teleworker on an annual basis to be revalidated, revised, or terminated as appropriate. During this annual review and recertification, the supervisor must verify that the employee is still eligible to participate in telework (e.g., review employee's most recent performance rating to ensure that it is at least Fully Successful). The annual review and recertification should occur on or before the one-year anniversary date that the telework agreement was originally approved. Failure to complete the annual recertification requirement may result in the termination of the telework agreement.

(3) Telework Denial and Termination. Management may deny or terminate a telework agreement at any time. In addition, an employee may voluntarily terminate a telework agreement with proper notice to their supervisor.

(a) Denial or Termination of Telework Arrangement by Management. When an employee's request to telework is denied or an agreement is terminated by management, the reasons for denial or termination will be documented in writing on the Telework Agreement Form (Form DI-3457) and given to the employee. Denial or termination decisions must be based on mission-related reasons and what is in the best interest of the agency (e.g., telework arrangement fails to meet the organization's needs; employee's performance or conduct does not comply with the terms of the telework agreement; employee or their position no longer meets the eligibility criteria; staffing issues lead to inadequate office coverage). For terminations of current agreements, management will strive to give the employee advance notice of at least one business day before effecting the termination, when practicable.

(b) Termination of Telework Arrangement by Employee. Employees may voluntarily terminate their participation in a telework arrangement. Such requests must be submitted in writing to the employee's supervisor. Employees will normally provide at least two (2) weeks' notice so that arrangements can be made to accommodate their return to work at the official worksite, if necessary.

(c) Employee Grievance of Telework Denial or Termination. Employees may grieve the denial of telework or the termination of an existing telework agreement. Bargaining unit employees may file a grievance through negotiated grievance procedures, if provided for in their applicable collective bargaining agreement. If there is no collective bargaining agreement and/or negotiated grievance procedures in place, bargaining unit employees may be permitted to file in accordance with the Department's Administrative Grievance Procedures where the use of these procedures has been agreed to via a written agreement between the appropriate management and union representatives. Non-bargaining unit employees may file a grievance in accordance with the Department's Administrative Grievance Procedures.

C. Equipping for Telework. To the extent permitted by Bureau/Office policies and procedures, Bureaus/Offices will provide the equipment and supplies the supervisor determines necessary for the employee to telework from the approved alternative worksite. The equipment and supplies should be deemed necessary for the performance of the employee's assigned duties, reasonably available, cost effective, and subject to availability of funding. The Bureau/Office agrees to service and maintain any GFE issued to the teleworker.

D. Teleworking from the Approved Alternative Worksite.

(1) Designated Workspace. Teleworkers must have a designated workspace that is safe and conducive for the performance of their duties at the approved alternative worksite. At a minimum, an employee must be able to send, receive and respond to electronic mail and communicate via telephone. The employee's communications from the alternative location should be seamless (e.g., customers should not experience an interruption in service delivery from an employee who is teleworking). Management maintains the right to make on-site inspections of the employee's telework site. Such inspections will be by

appointment during the teleworker's normal tour of duty and with advance notice of at least 24 hours.

(2) Dependent Care. Employees cannot personally care for a dependent while teleworking and are responsible for securing appropriate arrangements for any dependents who are unable to care for themselves independently. This does not preclude a teleworker from having a caregiver in the home who provides care to the dependent(s) while the employee teleworks, provided the arrangement does not disrupt the employee's ability to telework effectively. Also, an employee may have a dependent present in the home, provided they do not require constant supervision or care (e.g., older child or adolescent) and their presence does not disrupt the employee's ability to telework effectively.

(3) Costs Associated with Telework at Home. Work-at-home telework may increase certain costs to the employee. The Department assumes no responsibility for any costs associated with the employee's home residence, including home maintenance, insurance, utilities, internet access, and telecommunication costs.

(4) Work-Related Injuries or Illnesses. Teleworkers may be covered by the Federal Employees' Compensation Act for an on-the-job injury or occupational illness sustained while conducting official Government business at the approved alternative worksite. Employees must inform their immediate supervisor of any on-the-job injury or occupational illness sustained at the approved alternative worksite at the earliest time possible. Accidents and on-the-job injuries must be reported using the Safety Management Information System to enable Bureau/Office Safety Managers to track and report incidents. Teleworkers must also visit the Department of Labor's Employees' Compensation Operations & Management Portal to file a workers' compensation claim with the Office of Workers' Compensation Programs.

E. Tour of Duty While Teleworking. Employees who telework must perform official duties at their alternative worksite during their approved, scheduled tour of duty. Work schedules and hours of duty may be changed with the supervisor's approval and in accordance with established Bureau/Office procedures. Telework is compatible with standard and alternative work schedules (e.g., flexible and compressed work schedules). Bureaus/Offices may not establish implementing procedures that prohibit a teleworker from having an alternative work schedule.

F. Telework Schedule Modification. Supervisors may require teleworkers to report to the employee's official worksite on scheduled telework days to accommodate workload demands or for other operational requirements (e.g., to attend mandatory staff event). When possible, the employee will be provided advance notice in writing of any change to their scheduled telework. Requests by the employee to change their scheduled telework day in a particular week or biweekly pay period must be submitted in advance and approved by the supervisor. A permanent change in the telework arrangement requires a new telework agreement to be executed.

G. Telework During Emergency or Closure Situations. In the event the official worksite is closed due to an inclement weather event or other emergency condition (e.g., building fire, pandemic), telework-ready employees must telework each regularly scheduled workday during the

emergency situation. As such, telework-ready employees must prepare to telework when a weather or emergency event is forecasted or anticipated (e.g., a major snowstorm is predicted) by bringing home any necessary equipment (e.g., laptop computer) and work files. To the extent that an employee is unable to telework because they failed to make necessary preparations for reasonably anticipated conditions, the employee must use appropriate paid leave, paid time off, or leave without pay. In the event the employee is prevented from safely teleworking from the approved alternative worksite due to conditions related to the emergency (e.g., weather-related damage that makes occupying the employee's home telework site unsafe, loss of electrical power or internet service, evacuation by local authorities), the supervisor may, at their discretion, grant weather and safety leave consistent with Departmental policy.

(1) Unscheduled Telework Operating Status Announcements. When OPM, a local Federal Executive Board, or DOI local operating unit head announces that employees have the option for unscheduled telework or unscheduled leave, telework-ready employees may telework from their approved alternative worksite. When the option is announced, an employee must notify their supervisor of the intent to use unscheduled telework. Employees who are approved to perform unscheduled telework must have the necessary equipment and have a sufficient amount of work to complete in order to telework from the approved alternative worksite. If the employee does not have enough work, they must report to the official worksite or request appropriate unscheduled leave to account for hours not worked.

(2) Dependent Care Arrangements During Weather or Emergency Events. As provided for in Section 7.D(2), employees cannot personally care for a dependent while teleworking and are responsible for securing appropriate arrangements for any dependents who are unable to care for themselves. If a teleworker cannot arrange for appropriate dependent care because of the weather or emergency event affecting the official worksite, any time spent providing personal care to dependents cannot be considered hours of work. The employee is expected to accurately account for work and non-work hours during their tour of duty and to take the appropriate leave (paid or unpaid) to account for any time spent away from normal work-related duties during their scheduled tour of duty. Weather and safety leave may not be granted for this purpose.

H. COOP Planning. Telework can play a vital role for the Department's COOP plan by preserving essential functions and providing an option for designated employees to continue working when a COOP plan has been activated. Bureaus/Offices may designate employees who are critical to operations and should inform employees of their COOP designation well in advance in anticipation of possible emergency events. Consistent with 5 U.S.C. § 6504(d), during any period that the Department is operating under a COOP plan, that plan will supersede the Departmental telework policy.

I. Hoteling. Employees who have core telework agreements for five or more days per bi-weekly pay period may be expected to use hoteling when they report to the official worksite. If there is a business reason for providing a dedicated workspace, such as privacy needs of the position, the supervisor should document the reasons for the decision and maintain that documentation. Hoteling workspaces should be properly equipped and supplied to ensure employees can accomplish work assignments.

J. Reasonable Accommodation. Consistent with applicable law and Departmental policy, employees may request telework as a reasonable accommodation, and the Department must process such requests in accordance with applicable law and Departmental policy.

8. Labor-Management Obligations. Bureaus/Offices are reminded to fulfill their labor-management obligations, as appropriate, in implementing the requirements set forth in this PB.

9. Inquiries. Any Department employee or employee representative seeking further information concerning this policy may contact their Bureau/Office Telework Coordinator and/or servicing SHRO. Bureau/Office Telework Coordinators and servicing SHRO's may contact the Department's Office of Human Capital concerning questions related to this policy.

Jennifer A. Ackerman
Director, Office of Human Capital
Deputy Chief Human Capital Officer



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

March 5, 2024

Memorandum

To: Assistant Secretaries
Heads of Bureaus and Offices
JOAN

From: Joan M. Mooney MOONEY
Principal Deputy Assistant Secretary
Exercising the Delegated Authority of the Assistant Secretary – Policy,
Management and Budget

Subject: Additional Steps to Increase Interior’s Meaningful, In-Person Engagement

Digitally signed by JOAN
MOONEY
Date: 2024.03.05 11:54:22
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As you know, in a memorandum dated July 27, 2023, the Department of the Interior welcomed teleworking managers and supervisors in the National Capital Region (NCR) back to government office worksites for at least 50 percent of their regularly scheduled tours of duty per pay period in support of the Office of Management and Budget’s (OMB) Memorandum M-23-15, *Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments*.

In a December 2023 memorandum, non-bargaining unit teleworkers in the NCR joined the next phase of changes to expand the requirement to work in government office worksites for at least 50 percent of regularly scheduled tours of duty per pay period.

We appreciate the progress that has been made across the Department, as well as the examples you are setting by increasing in-person meetings and engagement. Today, Acting Deputy Secretary Laura Daniel-Davis announced the next phase in this effort, which includes better performing our mission and service to the American people by increasing meaningful in-person work at: (1) offices that oversee or perform significant support for nationwide Department operations, including nationwide Bureau or Office operations (“National Offices”); and (2) offices that oversee Regional or State operations (“Bureau Regional/State Offices”).

Accordingly, this updated telework policy will become effective the pay period beginning April 21, 2024, and will apply to all non-bargaining unit teleworkers who perform duties for, and report to official duty stations established and approved by, (1) all National Offices and (2) all Bureau Regional/State Offices, listed in Attachment 1. Teleworking employees affected by this updated policy will be required to report to their official duty stations (as defined under Section 5(F) of PB 21-07 to include offices, field sites, or other government facilities) for at least 50 percent of their regularly scheduled tours of duty per pay period.

With limited exceptions listed in Attachment 1 (such as all component and subcomponent offices within the Office of the Secretary), this updated policy will not apply to employees who perform duties for, and report to official duty stations established and approved by, subcomponent offices (such as District Offices, Field Offices, or Area Offices). This updated policy also will not apply to employees who have approved remote work agreements.

No later than March 21, 2024, managers and supervisors will provide affected non-bargaining unit teleworkers with advanced written notice of this updated policy, which the Department will also seek to apply to bargaining unit teleworkers, consistent with applicable labor-management obligations. Managers and supervisors are encouraged to use Attachment 2 (30-Day Notification Template for Teleworkers) to provide the required advanced written notice. In addition to Attachment 2, the Department will provide answers to frequently asked questions as soon as possible.

In order to comply with this policy memorandum, managers and supervisors should, if necessary, revise or terminate non-compliant telework agreements, in writing, on the Telework Agreement Form (Form DI-3457) and provide written termination decisions to impacted employees in accordance with the Department's policy at Section 7(B)(3)(a) of [Personnel Bulletin No. 21-07](#). Managers and supervisors may not terminate telework arrangements that are implemented pursuant to reasonable accommodations, judicial orders, or settlement agreements. Employees who wish to establish new telework agreements consistent with the requirement to report to DOI official duty stations for at least 50 percent of their regularly scheduled tours of duty per pay period may execute new telework agreements with their supervisors, in accordance with the requirements of Personnel Bulletin No. 21-07. Consistent with Section 7 of Personnel Bulletin No. 21-07, employees must have an approved telework agreement in place in order to participate in telework.

An attachment to the July 27, 2023, memorandum instructed all NCR Bureaus and Offices to establish two onsite core days per pay period for SES, SL, ST employees, and managers and supervisors and at minimum one onsite core day per pay period for all other teleworkers to work together in person. Effective April 21, 2024, these instructions apply to all offices listed in Attachment 1.

As explained in the referenced memorandum dated July 27, 2023, the Department adjusted core hours in the NCR to 10:00 a.m. to 2:00 p.m., so that teleworking employees coming into their official duty stations would have flexibility to meet caregiving responsibilities and to avoid peak traffic/commuting times. Effective April 21, 2024, these adjustments to core hours (local time) apply to all National Offices and all Bureau Regional/State Offices listed in Attachment 1.

Nothing in this policy memorandum should be interpreted to apply to, or otherwise affect, employee telework arrangements implemented: (1) to provide a reasonable accommodation; (2) in accordance with a judicial order; or (3) pursuant to a settlement agreement. Managers and supervisors must continue to adhere to obligations imposed by law, including obligations relevant to providing reasonable accommodations. Managers and supervisors who receive requests for reasonable accommodations, or become aware that

employees may need reasonable accommodations, regardless of whether employees request accommodations, should contact their servicing human resources office for assistance to appropriately resolve requests for reasonable accommodations consistent with [Personnel Bulletin No. 21-03](#).

As managing change may be stressful for the Department's employees, we ask you to remind employees of the services offered through the Department's [Employee Assistance Program](#), which provides free and confidential counseling and consultation services to help employees resolve life challenges.

Attachments:

Attachment 1 – List of National Offices and Bureau Regional/State Offices

Attachment 2 – 30-Day Notification Template for Teleworkers

The Value of Meaningful In-Person Engagement

Deputy Secretary <deputy_secretary@ios.doi.gov>

Tue 3/5/2024 12:07 PM

To: Deputy Secretary <deputy_secretary@ios.doi.gov>

📎 1 attachments (300 KB)

National Regional and State Offices Attachment 1.pdf;



Colleagues,

It's been three weeks since the return of the majority of the workforce in the National Capital Region (NCR) to government office worksites for at least 50 percent of their regularly scheduled tours of duty per pay period, in support of the Office of Management and Budget's (OMB) Memorandum M-23-15, *Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments*. I know this transition has been a process for all of us, and I appreciate all of the effort that Bureau and Office teams have done to implement a smooth transition.

I have to be honest: it's really nice to see so many of you in person. Yes, the parking lots are filling up earlier, and the elevators are fuller, but I so appreciate the chance to engage with more of our dedicated workforce. It is undeniable that in-person engagement has led to more meaningful interactions across the NCR.

Based on valuable insight gained from implementation of the NCR policies, today the Department is announcing the next phase in this effort, which includes increasing meaningful in-person work at: 1) offices that oversee or perform significant support for nationwide Department operations, including Bureau or Office operations ("National Offices"); and 2) offices that oversee Bureau Regional or State operations ("Bureau Regional/State Offices").

This updated telework policy will become effective the pay period beginning April 21, 2024, and will apply to all non-bargaining unit teleworkers who perform duties for, and report to official duty stations established and approved by, (1) all National Offices and (2) all Bureau Regional/State Offices, listed in Attachment 1.

Teleworking employees affected by this updated policy will report to their official duty stations (offices, field sites or other government facilities) for at least 50 percent of their regularly scheduled tours of duty per pay period.

With limited exceptions listed in Attachment 1 (such as all component and subcomponent offices within the Office of the Secretary), this updated policy will not apply to employees who perform duties for, and report to official duty stations established and approved by, subcomponent offices (such as District Offices, Field Offices, or Area Offices). This updated policy will not apply to employees who have approved remote work agreements.

No later than March 21, 2024, managers and supervisors will provide written information to teleworking employees affected by this updated policy, which the Department will also seek to apply to bargaining unit teleworkers, consistent with applicable labor-management obligations. The National Offices and Bureau Regional/State Offices will continue to offer alternative work schedules and will maintain or provide additional flexibilities, such as adjusted core hours of 10:00 a.m. to 2:00 p.m. local time, for affected teleworking employees who report to their official duty stations in accordance with this updated policy.

A2111

Part of the benefit of our nation effectively handling the COVID-19 pandemic means that we have the opportunity to return to the type of engagement we enjoyed pre-pandemic. That said, I also understand that workplace changes may create stress on you and your family. As an employee, you have access to, and can make use of, the [Employee Assistance Program](#) for free and confidential counseling and consultation.

Secretary Haaland and I deeply appreciate everyone's patience as we work to implement the direction provided to all government agencies. It is our goal for each of you to see meaningful change as you return to increased in-person interactions as we work every day in service to the American people.

Sincerely,

Laura Daniel-Davis (she/her)
Acting Deputy Secretary of the Interior

Department of the Interior
Collective Bargaining Agreement(s) –
Telework Provisions

Article 14

Telework

Section 1. Purpose

- A. Management and the Union jointly recognize the mutual benefits of a flexible workplace program to the Department and its employees. Balancing work and family responsibilities, assistance to the elderly or disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing this benefit, both parties also acknowledge the needs of the Department to accomplish its mission.
- B. Any telework/telecommute program established under this Article will be a voluntary program which permits employees to work at home or at other approved sites away from the office for all or part of the workweek.

Section 2. Telework Agreement

Before beginning work at an alternative worksite, the employee and immediate supervisor must sign a telework agreement. It is the supervisor's responsibility to adequately document the telework arrangement in advance to explain/define the employee's duty status, credit hours, overtime, leave, alternative work schedules, etc. The agreement should specify the terms and conditions of program participation, the performance expectations, and the work schedule information for the individual employee. The telework agreement documents a commitment by the employee and the supervisor to abide by the applicable guidelines and program policies and must be in place before the employee begins working at an alternative worksite. Telework agreement can be found at www.doi.gov.

Section 3 – Participation Criteria for the Telework Program

- A. Consistent with the parties' goals of fostering a family-friendly workplace, all employees may participate in the telework program if the following criteria are met:
 - (1) Whether a sufficient amount of the employee's work, in fact, can be performed at an alternate worksite. It is understood that the accomplishment of the Agency's mission is paramount. While supervisors and managers are encouraged to be progressive in regard to reengineering or restructuring how their offices operate or the manner in which they assign work, there is no contractual obligation or requirement on management to do so to accommodate an employee's request to participate in telework/telecommute.
 - (2) The employee will be available and accessible to supervisors, co-workers, and customers at all times while performing work at an alternate worksite.
 - (3) The employee's most recent performance evaluation is at least Fully Successful and the employee has demonstrated an ability to work alone and without face-to-face supervision.

- (4) There are not conduct problems that would cause management to be concerned about the employee's trustworthiness or dependability.
- (5) Costs of such an arrangement: The parties recognize that costs or cost savings in technology, equipment, and telecommunications are considerations in decisions regarding participation in telework/telecommute arrangements. While it is expected that telework/telecommute will require some costs, the costs involved may be too much to finance an employee on telework/telecommute.
- (6) Technology/equipment needs: The parties recognize that existing and evolving technology(ies) may allow or prevent an employee from participating in the telework/telecommute program. The employee may need access to specific equipment and/or will use the telephone extensively on telework/telecommute days. Such technology/equipment may include:
 - a. Long distance telephone usage
 - b. Telephone usage (other than long distance)
 - c. Computer/Laptop assigned to the employee's home
 - d. Computer software
 - e. Modem
 - f. Equipment maintenance and repair
 - g. Remote technical assistance
 - h. Replacement of damaged or lost equipment
 - i. Fax capability
 - j. Internet service provider

Section 4. Coverage of Office Functions

- A. Management will continue to have responsibility for seeing that the mission of the Department is carried out. Each office will determine adequate coverage during official hours for the purpose of assuring that the functions of the office are fulfilled. Some examples of the principal forms of coverage are:
- (1) Having phones answered;
 - (2) Providing clerical, technical, and professional support;
 - (3) Providing office representation at essential meetings;
 - (4) Handling inquiries from the public; and
 - (5) Providing program needs based on business necessity.
- B. When coverage requirements are established, all employees are obliged to meet coverage requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the supervisor. Determining office coverage involves both the office work site and the telework/telecommute site. Where practicable, personal preference will be honored in scheduling coverage. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference shall give way. The opportunity of each employee to maximize his/her telework/telecommute participation shall be consistent with the coverage of legitimate work unit functions as determined by the supervisor.

Section 5. Time Frames

- A. Upon receipt of a request for telework/telecommute, the supervisor and the employee will meet to discuss and review the request. The supervisor's decision is to be provided to the employee within ten (10) work days of the request. The time frame may be extended by mutual agreement of the employee and supervisor.
- B. If disapproved, the employee will be advised in writing with the reason(s). If the disapproval subsequently becomes the subject of arbitration, the parties will clarify all the issues in accordance with this Master Agreement.
- C. If approved, the specifications of the arrangement will be worked out, reduced to writing, and signed by both the supervisor and the employee. The employee will begin working at the alternate work site within twenty-one (21) work days after completion of the individual telework/telecommute agreement unless circumstances dictate otherwise.

Section 6 . Operating Principles

- A. For employees who are approved to telework/telecommute, the employee will have the option to work the designated telework/telecommute plan/schedule of his/her organization or to opt out of Alternative Work Schedule.
- B. The governing rules, regulations, and policies concerning time and attendance, overtime, and leave are unchanged by participation in telework/telecommute. Employees will not perform overtime or night work without express approval in advance.
- C. Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.
- D. The government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities). Employees on telework/telecommute are entitled to reimbursement for authorized expenses while conducting government business.
- E. For employees who are approved to telework/telecommute, the following applies with respect to equipment:
 - (1) If the employee uses government equipment, the employee will use and protect the equipment.
 - (2) Government-owned equipment will be serviced and maintained by the Government. This equipment will be required to be brought/returned to the duty station to have any maintenance performed.
 - (3) The employee must comply with Department security and information technology policies and procedures. They must ensure the adequate measures are in place to protect the equipment from being damaged, stolen, or accessed by unauthorized individuals.
 - (4) If the employee uses his/her own equipment, the employee is responsible for its service and maintenance.
 - (5) Employees will ordinarily be given a minimum of 24 hours advance notice regarding management service or maintenance of government-owned property. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise.
- F. Employees on telework/telecommute are obligated to ensure a safe and healthy work environment and to apply necessary safeguards to protect government records from damage or unauthorized disclosure.

Section 7. Recall

Employees participating in telework/telecommute programs must be accessible and available for recall to their regular offices for work needs that cannot be performed at the alternate worksite. Examples are training, special meetings, new work requirements, and emergencies. These examples are for illustrative purposes and are not meant to be all-encompassing. Management will take full advantage of existing technology (teleconference, fax, etc.) where possible in order to minimize recall. Management will provide reasonable advance notice of all recalls if possible. Where practicable, not less than 24 hours advance notice will be given but there may be times when advance notice cannot be given.

Section 8. Travel

- A. Travel provisions that apply to employees working at a traditional worksite also apply to employees who telework. A teleworker who is directed to travel to another worksite (including the traditional worksite) during his or her regularly scheduled basic tour of duty would have the travel hours credited as hours of work. If the employee is directed to report to the official duty station, the travel will be at no cost to the Government.

- B. Where an employee teleworks full-time from a location outside of the local commuting area of the traditional worksite, and his or her alternative worksite has been determined as his or her official duty station, the employee's organization would be responsible for all work-related travel outside the employee's normal commuting area, including travel to the traditional worksite.

Section 9. Termination

- A. Supervisors may terminate an agreement whenever:
 - (1) There is a change in work requirements or the arrangement no longer supports the mission.
 - (2) An employee's performance is less than Fully Successful at the progress review or at the end of the annual appraisal period, or if, within at least sixty (60) work days, the employee has demonstrated an inability to work alone and without face-to-face supervision.
 - (3) The employee has demonstrated conduct problems regarding trustworthiness or dependability to the extent that he/she should be removed from the program.
 - (4) Costs of the agreement are no longer affordable.
 - (5) Technology changes require return to the regular office.
 - (6) Employees do not conform with the terms of their agreement.

- B. When terminating a telework/telecommute arrangement, the following must occur:

(1) Management will attempt to provide appropriate advance notice of the termination of any agreement to the extent practicable. If possible, the notice will be at least five (5) work days in advance.

(2) The Notice of Termination must be in writing and indicate the reason(s) for termination.

Section 10 . Grievability

Management's decisions on participation, recall, or termination of formal telework/telecommute arrangements are grievable. Decisions on informal telework/telecommute arrangements are not grievable. However, if the employee alleges that a decision on informal telework/telecommute arrangements is a prohibited personnel practice, such a matter is grievable.

Section 11. Issue Resolution

Agency managers and union officials are encouraged to establish creative approaches to provide information and resolve problems regarding telework/telecommute. Where there are disputes over participation, recall or termination of a formal telework/telecommute arrangement, agency and union officials agree to use alternate dispute resolution methods to resolve such issues.

ARTICLE 7: TELEWORK

SECTION 07.01 GENERAL

- A. The Parties recognize that establishing Telework agreements can be beneficial to the organization and the Employee. The objective of a Telework Agreement is to allow Employees to work at alternative worksites on a regularly scheduled basis when it is to the benefit of the Agency and Employee.
- B. Telework will be in accordance with DOI's *Telework Handbook* 370 DM 226) and BLM-CA Telework SOP 1400-1.2 (July 2014).
- C. Employees may request to participate in telework. However, telework is not an Employee entitlement, and participation in telework shall be approved by the Employee's Supervisor.
- D. Management may propose telework for Employees, however, participation in the telework program is entirely voluntary and Employees will not be coerced to participate. However, once an Employee starts participating in the telework program and has an approved telework agreement, whether regularly or situational, s/he may be required to telework on days when the Employee's duty stations is closed due to inclement weather or other emergency reasons.
- E. Being eligible for telework does not mean the Supervisor will automatically approve participation in telework.
- F. Since telework is a voluntary arrangement, when entering into a telework agreement, both Management and the teleworking Employee will mutually agree to the telework location.
- G. Unscheduled or occasional performance of work by Employees from an alternative work site does not constitute Telework but may be arranged between the Employee and Supervisor to accommodate short term needs. Telework is a work arrangement in which an Employee regularly performs officially assigned duties at home or at other work sites geographically convenient to the residence of the Employee.
- H. Agency polices that govern the federal workplace apply equally to telework locations; for example, records management, privacy, and security polices apply to government records no matter where they are located.
- I. **Hoteling And Shared Offices Definitions:**
 - 1. "Hoteling" refers to workstations shared between two or more Employees, which consist of a work surface, computer, and telephone, that are used on an irregular basis by Employees who are not assigned a permanent workstation. Hotel spaces shall be properly equipped and supplied to ensure Employees can accomplish work assignments. Management will have a reservation system in place in order to reserve Hoteling spaces on an efficient and orderly basis. It is management's responsibility to

work out any scheduling conflicts which may arise from this type of space arrangement.

2. "Shared Office" refers to workstations in which two Employees that telework (or work part time), reporting to the office on different days, which may be assigned to the Employees as a shared office. A shared office is the same as a typical Permanent Full Time (PFT) office, except that the two Employees assigned will utilize the space on different days. It is management's responsibility to work out any scheduling conflicts which may arise from this arrangement.
 3. In order to reduce unnecessary disruptions to orderly operations, Management will ensure each teleworking Employee is assigned a stable and consistent hoteling or a shared office location at their duty station. The hoteling and shared office locations will have a standard means to access the BLM intranet and network.
 4. A hoteling or shared office Employee will be provided with a permanent business phone number from which calls may be received and messages may be retrieved.
 5. Each teleworking Employee who uses hoteling or a shared office will be provided with reasonable lockable storage/filing space within the office area.
 6. Employees who have telework agreements for core telework for five or more days per pay period, are expected to use hoteling when in the government office, unless item 7 below applies. Employees who core telework three or more days per pay-period should not be assigned a private (single person) workspace.
 7. If the office has surplus or vacant offices or space, teleworking Employees may be assigned an individual (PFT) office space.
- J. If call forwarding from the office is not possible, Teleworking Employees may be assigned cell phones. Teleworking Employees will not be required to provide their personal phone numbers to external parties. Teleworkers may also be given phone cards for the purposes of making long distance calls in support of work assignments. See 07.06 (E) for more information.
- K. When available teleworking Employees maybe provided a laptop computer to use at their teleworking location and at the permanent duty station.

SECTION 07.02 ELIGIBILITY

- A. Employees who are not eligible for Telework are:
1. Employees who have been absent without leave (AWOL) for more than five (5) workdays in a calendar year;
 2. Employees who have been officially disciplined for violations of Subpart G of the Standards of Ethical Conduct for reviewing, downloading or exchanging pornography, on a federal computer or while performing Federal Government duties.

3. Employees who have less than a "fully successful" performance rating at any time during the rating period and have been formally notified.
 4. Employees with conduct issues under 370 DM 752 ([5 CFR 752](#)); providing documentation exists demonstrating the Employee's conduct issue.
- B. The period of ineligibility depends on the type of discipline taken against the Employee. The periods are:
1. Non-Permanent disciplinary documentation - Employee is ineligible until document is removed from file according to Article 33 in this Agreement.
 2. Permanent disciplinary documentation (Suspension of any length to removal) - Employee is ineligible for a period of two (2) years from the date of the event that was the basis for discipline. At the end of that two-year period, the supervisor, after consultation with the servicing Human Resource Office, may allow the Employee to telework or continue the prohibition until a future date.

SECTION 07.03 APPROVAL AND PARTICIPATION

- A. To initiate a request for Telework, an Employee must submit a Telework Agreement form (DI-3457) to their immediate Supervisor.
- B. Participation and approval for telework will be based on but not limited to:
 1. Duties of the position;
 2. The need to access/use classified information;
 3. Performance maintained at a least "fully" successful; and
 4. Employee demonstrates acceptable work habits, conduct and adherence to Agency polices;
- C. Telework may be canceled when, but not limited to:
 1. Customer service is adversely affected;
 2. The Employee is placed on leave restrictions;
 3. Documented conduct issues arise;
 4. The requirements of the Telework Agreement are not being fulfilled: or
 5. The teleworking Employee requests cancellation.
- D. Within 14 days of receiving a written teleworking request, upon request a signed and dated paper copy of the entire telework agreement (including all applicable terms, restrictions and arrangements) will be given to the Employee at the time of approval or denial. If telework is denied the supervisor must state in detail the reason(s) and justification(s) for the denial in writing and supply this along with the Employee's copy

of the signed and dated telework request. Teleworking may not be denied because the supervisor lacks the appropriate teleworking training for supervisors.

- E. Employees are encouraged to read all documentation, be familiar with its contents and seek guidance from their supervisor when they have any questions or concerns.
- F. If a portion of an Employee's assigned duties would limit participation in the Telework but other assigned duties would not limit participation, Supervisors should consider allowing participation on some days of the pay period to allow the non-limiting duties to be performed from a telework location.
- G. Participation in the telework program may be suspended or terminated for certain circumstances, see Section 07.02(A) *Eligibility* above. When terminating telework, specific reasons and documentation will be provided to the Employee along with at least 48 hours advanced notice.

SECTION 07.04 SCHEDULES AND TIME AND ATTENDANCE

- A. Participation in Telework does not preclude an Employee from requesting the use of any approved Alternative Work Schedule (AWS)
- B. A supervisor may develop accountability methods to ensure that s/he is able to verify an Employee's time and attendance in accordance with the CFR, such as requiring the Employee to keep a daily log of his/her start and end time, or email, or call the supervisor at the start and end of the shift. Supervisors will be consistent when employing time keeping methods/verification among teleworking Employees.
- C. For hours of duties and schedules, see Article 6.

SECTION 07.05 CHANGES TO TELEWORK AGREEMENTS

- A. If it becomes necessary to change the terms of a Telework agreement, a new agreement must be drawn up and signed by the Employee and supervisor. Upon request, a signed and dated paper copy of the agreement detailing all conditions and terms of approval will be provided to the Employee.
- B. If an Employee changes supervisors, the Telework agreement will be reviewed and revised if necessary. A signed and dated paper copy of the agreement detailing all conditions and terms of approval will be provided to the Employee.
- C. When management requires the physical presence of an Employee at the official duty station on an Employee's regularly scheduled Telework day, the Employee will ordinarily be given at least 48 hours advance notice to make any necessary arrangements.

SECTION 07.06 EQUIPMENT AND SUPPLIES

- A. Employees approved for Telework will be given the appropriate equipment necessary to perform the job duties assigned while on telework. The supervisor/manager accepts any additional costs associated with providing equipment, i.e. a laptop PC to an individual rather than a desktop PC.

- B. Employees must possess an acceptable form of wide band access (Digital subscriber line, cable modem, etc.) and are responsible for the full cost. A dial-up connection is inadequate for telework.
- C. Working from home requires the Employee to understand that:
 - 1. He/she shall ensure dependent care requirements are addressed so arrangements are in place and do not impede the Employee's ability to work (Telework is not a substitute for dependent care).
 - 2. Work-at-home telework may increase the Employee's home utility costs. The Department assumes no responsibility for any operational costs associated with the Employee's home residence, including home maintenance, insurance, or utilities.
 - 3. He/she may incur additional expenses that may not be reimbursed such as internet provider and telecommunication costs.
- D. When an Employee requires general office supplies such as, paper, printer ink, binders, page dividers, organizers, the Employee will request authorization to remove these items from the government building to their telework site. Government provided equipment may not be used for personal use, other than that provided for by rule, law, or regulation. Employees may not use their government issued credit cards to purchase office supplies. Supervisors may require Employees to maintain a log of the government provided items.
- E. As determined by Management, Employees will be properly reimbursed for business-related long distance phone calls or will be given a government calling card or government cell phone for such use.

SECTION 07.07 TELEWORKPLACE INSPECTION

Employees will be given at least 48 hours' notice prior to any workplace inspection. Upon request of the Employee to have a Union representative present, the Union will be notified and will be given an opportunity to be present at the inspection. The responsibility to notify and coordinate with the Union is the Employees. A request for Union representation will not delay the inspection.

SECTION 07.08 POSITION DESCRIPTIONS FOR TELEWORKERS

Participation in a Telework program will very seldom require any change in an Employee's Position Description (PD) or performance standards (EPAP). For changes and modifications to an Employee's EPAP, see Article 14. For changes and modifications to an Employee's PD, see Article 13.

Changes in a tour of duty will be made in accordance with applicable Department and Bureau-wide policies and regulations. The Employer will provide a 72-hour notice of a change, if possible.

Section 5. Overtime

A. Except for emergencies, overtime will be offered to qualified employees on a voluntary basis. However, if the number of qualified volunteers is fewer than the number of workers needed and immediately available, overtime will be assigned in accordance with the rotation system.

B. Once volunteers are no longer available or when there are more volunteers than needed for the overtime, management will make every reasonable effort to distribute overtime on a fair and equitable basis among qualified employees and will not use it as reward or punishment. The Employer will schedule overtime based on an equitable rotation system among employees qualified to perform the work. Employees who fall below the established productivity standard for satisfactory performance for (30) thirty days or more will not be eligible for overtime. An employee will be restored to the rotation system after he/she satisfactorily meets productivity standards for a (30) thirty-day period.

C. A record of overtime performed by bargaining unit positions will be maintained by the Employer on a current basis for the preceding twelve (12) months and shall record all overtime assignments on an hourly basis. Unit employees or the Union may review this record of overtime. Each opportunity to work overtime will be noted in the record.

D. Bargaining unit employees may “swap” an overtime assignments with another willing and qualified employee provided it has been approved and cleared through their supervisor.

E. Bargaining unit employees will be compensated for overtime work in accordance with controlling regulations and/or laws. Overtime must be officially ordered and approved by the supervisor prior to being performed by the employee.

F. Bargaining unit employees called back to work on a work or non-work day will be compensated for a minimum of 2 hours of work time which (when it has been worked over and above the required hours) will be considered overtime work.

G. Bargaining unit employees shall be authorized to work overtime in 15-minute increments. Overtime computation will be rounded off to the next higher increment of 15-minutes.

Section 6. Compensatory Time:

A. Non-exempt bargaining unit employees (if requested in writing by the employee) may receive compensatory time earned in lieu of overtime pay for periods that have been approved for overtime pay.

B. Non-exempt employees who have not used compensatory time earned within a six-month period will be paid for the unused amount.

C. Exempt bargaining unit employees (if requested by the employee and approved by the supervisor) under overtime regulations may receive compensatory time earned in lieu of overtime pay.

D. Compensatory time for exempt employees not used within six-months of being earned will be forfeited, unless the failure was due to exigency of the service beyond the employee’s control.

E. Compensatory time must be requested by the employee and approved by the supervisor in advance of the time it is used.

Section 7. Telecommuting

A. Telecommuting, also referred to as Flexible Workplace and Telework, allows employees to work away from the principal office (e.g., home). It is designed to benefit the employee

and the organization by meeting employee needs as well as management's organizational and operational requirements. The Bureau will consider the use of Telecommuting for bargaining unit employees; however it is not an employee entitlement.

B. Three types (the names of which may be subject to change) of telecommuting are available for BLM employees:

1. Short Duration – This type of program is designed to help employees to complete assignments such as special projects.
2. Efficiencies and Economies – This type of program is designed for employees who can demonstrate that the productivity will be improved or enhanced by telecommuting.
3. Special Circumstances – There may be “special circumstances” where an employee requests that s/he be allowed to work at home for longer periods. This program may also be used to accommodate employees who are recovering from illness or injury.

ARTICLE 25 – LEAVE

Section 1. General

The employer affirms that it is in the interest of efficient operations to be able to plan ahead to accommodate the leave request of employees consistent with the needs of the Employer. Employees may charge their leave in increments of 15 minutes

Section 2. Annual Leave

- A. It is agreed that the employees are entitled to use their accrued annual leave; however federal employees are not privileged to take it without supervisory approval.
- B. Except in emergencies, an employee must obtain prior approval from the immediate supervisor (or designee) before using annual leave as far in advance of its proposed start as practical. A supervisor may require the use of a Standard Form (SF)-71.
- C. A supervisor may require employees under his/her direction to indicate annually or at other useful intervals, such as semi-annually or quarterly, their plans or tentative plans for vacation or other annual leave use of one week or more.
- D. Conflicts between annual leave requests for bargaining unit employee vacations which are submitted in accordance with paragraph C of this section or at that are received by the supervisor at the same time, will be resolved in favor of the requester with the most seniority by Service Computation Date (SCD) if not resolved informally. If both persons have the same SCD, then the one with the most accrued leave will get the requested leave.
- E. Consistent with the needs of the employee and the Employer, Management will give favorable consideration to requests for annual leave on the day preceding and following a holiday (e.g., Thanksgiving).

Section 3. Administrative Absences

- A. When the appropriate authority has determined that there is a need for early dismissal of non-essential Federal employees, employees in a duty status will be given administrative absence based on the language of the order. This includes bargaining unit employees who are telecommuting, who are at the duty site, or who are scheduled to work at the duty site but have not arrived for duty by the time the dismissal is implemented.
- B. If the dismissal is based on an Executive Order that declares a regular work day as a formal holiday, all employees (including those who are on annual or sick leave) will be considered dismissed for the holiday without charge to leave.
- C. During hazardous weather conditions when there is no closure or when there are major disruptions in public transportation which prevents the unit employee from reporting to work

- E. Bargaining unit employees will be compensated for overtime work in accordance with controlling regulations and/or laws. Overtime must be officially ordered and approved by the supervisor prior to being performed by the employee.
- F. Bargaining unit employees called back to work on a work or non-work day will be compensated for a minimum of 2 hours of work time which (when it has been worked over and above the required hours) will be considered overtime work.
- G. Bargaining unit employees shall be authorized to work overtime in 15-minute increments. Overtime computation will be rounded off to the next higher increment of 15-minutes.

Section 6. Compensatory Time:

- A. Bargaining unit employees (if requested by the employee and approved by the supervisor) under overtime regulations may receive compensatory time earned in lieu of overtime pay.
- B. Compensatory time for exempt employees not used within six-months of being earned will be forfeited, unless the failure was due to exigency of the service beyond the employee's control.
- C. Compensatory time must be requested by the employee and approved by the supervisor in advance of the time it is used.

Section 7. Telecommuting

- A. Telecommuting, also referred to as Flexible Workplace and Telework, allows employees to work away from the principal office (e.g., home). It is designed to benefit the employee and the organization by meeting employee needs as well as management's organizational and operational requirements. The Bureau will consider the use of Telecommuting for bargaining unit employees; however it is not an employee entitlement.
- B. There are situations in which the program may be appropriate. Such situations include where it is necessary to help employee complete special projects, where employees can demonstrate improved or enhanced productivity, situations where employees are allowed to work at home for longer periods to accommodate recovery from illness or injury or, for the purpose of reasonable accommodation.
- C. The employer agrees to allow, upon request, employees to participate in the flexible workplace and telework program to the maximum extent possible, subject to DOI policy, Personnel Bulletin Number 05-02, Telework Policy, dated 2/18/2005, and in instances where there is no adverse impact to the agency.

ARTICLE 19

FLEXIBLE WORKPLACE

Section 1. General: Both the CBDO and the Local agree that under certain conditions the flexible workplace concept can be advantageous to both the Federal Government and Employees of the CBDO. Working at home or other alternative work sites must be in accordance with OPM and other General Accounting Office requirements.

Section 2. Criteria: Proposals submitted by the employee for consideration must demonstrate that the following criteria are met:

a. The performance of the work at home or other alternate workplace must be advantageous to the Federal Government and not solely for personal choice or convenience.

b. Performance of duties does not require close supervision.

c. It must be determined that the use of an alternate workplace will not reduce productivity, diminish customer service, increase cost, or otherwise hamper operations.

d. A schedule of work time must be developed.

e. For periods exceeding five (5) business days a work agreement contract or form in conformance with DOI/BLM guidelines must be signed by the supervisor and the Employee and approved by the Manager.

Section 3. Other Guidance: Existing rules regarding hours of duty, scheduling work, and overtime apply to the flexible workplace. Established standards regarding pay, leave, and allowances must be followed. Work schedules need to be established to identify the days and times the employee will work in each work setting. It is assumed that part of the work schedule will occur at the official duty station. Standards must be established to provide reasonable assurance that employees are working when scheduled and actual work performance can be measured against established quantity and quality norms. Managers, supervisors, and employees must clearly define specific tasks and expectations.

Equipment required and whether this equipment is to be furnished by the Federal Government or the Employee, including maintenance and servicing of the equipment, must be spelled out in the flexible workplace agreement.

Section 4. Procedures: When required, the employee is responsible for initiating a written request for use of an alternate workplace. The request must address items identified in sections 2 and 3, above. The approved agreement will specify the length of time the agreement would be in force. The agreement may be canceled or modified by the manager/supervisor if in the opinion of the manager/supervisor, the conditions of the agreement are not being met. The agreement can be canceled by the Employee at any time. A "Flexible Workplace Work Agreement" form may be established by the CBDO and the Union to document requests. Requests may also be submitted that address the above requirements plus other administrative needs. Administrative concerns to be addressed in the agreement includes such things as cost to the Federal Government, liability, home inspections, accident or injuries, etc.

ARTICLE 6: TELEWORK

SECTION 06.01 - GENERAL

- A. Telework offers the opportunity to enhance the recruitment and retention of a high quality diverse workforce, assists employees in managing their workload and family life schedules, and complements the Continuity of Operations Plan (COOP). Telework agreements can be beneficial to the organization and the Employee. The objective of a Telework Agreement is to allow Employees to work at alternative worksites when it is to the benefit of the Agency and Employee.
- B. Telework will be in accordance with DOI's *Telework Handbook* (370 DM 226) and BLM-UT IM 2016-009 Telework.
- C. Employees may voluntarily request to participate in telework. However, telework is not an Employee entitlement, and participation in telework shall be approved by the Employee's Supervisor.
- D. Management may propose telework for Employees, however, participation in the telework program is entirely voluntary and Employees will not be coerced to participate. However, every eligible employee should have a signed telework agreement for at least emergency situations within sixty (60) days of employment with DOI. Telework agreements do not expire but should be renewed when the employee is assigned to a new supervisor. Once an Employee starts participating in the telework program and has an approved telework agreement, whether regularly or situational, they may be required to telework on days when the Employee's duty stations is closed due to inclement weather or other emergency reasons.
- E. Being eligible for telework does not mean the Supervisor will automatically approve participation in telework.
- F. Since telework is a voluntary arrangement, when entering into a telework agreement, both Management and the teleworking Employee will mutually agree to the telework location.
- G. There are three (3) categories of telework which an employee may request:
 - 1. Core (which means you telework on regular, scheduled basis for a certain number of days every pay period).
 - 2. Situational (which means you telework when you have a special project but not on a scheduled basis).
 - 3. Emergency or continuity of operations (COOP) (This includes inclement weather, natural disasters, situations when a government facility might be unusable (e.g. fire damage) or similar situations).
- H. Agency polices that govern the federal workplace apply equally to telework locations; for example, records management, privacy, and security polices apply to government records no matter where they are located.
- I. In the event that the Agency decides that it needs to use Hoteling, Hot Desking, Shared Offices, or other type of similar arrangements it will provide notice to the Union prior to the implementation of any such policy and will bargain consistent with law.
- J. If call forwarding from the office is not possible, Teleworking Employees may be assigned cell phones. Teleworking Employees will not be required to provide their personal phone numbers to external parties. Teleworkers will not be required to use their personal phones for the purpose of making long distance calls in support of work requirements.
- K. When available teleworking Employees may be provided a laptop computer to use at their teleworking location.

SECTION 06.02 ELIGIBILITY

- A. Before an employee may begin telework, they must complete the requirements to be telework-ready and be Eligible for Telework.

A Telework-Ready Employee is an employee who has a signed Telework Agreement (form DI-3457), has completed the U.S. Department of the Interior Work-At-Home Telework Safety Checklist Employee Certification signed by the appropriate officials and the employee, and has copies of both the employee as well as the supervisor's mandatory telework training certificates.

- B. An Employee is not eligible to apply for Telework if:
1. The Employee's most recent performance rating of record is below Level 3, and the Employee must maintain at least that level of performance throughout the period for which the telework agreement is in effect.
 2. The Employee is on a performance improvement plan (PIP).
 3. The Employee must not currently be on leave restriction.
 4. An Employee who has been issued disciplinary or adverse action within the previous year (from the date of the request to participate in the telework program) is not eligible to apply. However, the Employee will be given an opportunity to explain why the conduct action should not preclude them from being considered eligible and the Supervisor can make a determination that the conduct issue has no connection with teleworking and that the Employee is eligible.
 5. The Employee has been disciplined for being Absent Without Leave (AWOL) for more than five (5) days in any calendar year.
 6. The Employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- C. The period of ineligibility depends on the type of discipline taken against the Employee. The periods are:
1. Non-Permanent disciplinary documentation - Employee is ineligible until document is removed from file according to Article 32 (Investigations, Discipline, and Adverse Actions) in this Agreement.
 2. Permanent disciplinary documentation (Suspension of any length) - Employee is ineligible for a period of two (2) years from the date of the event that was the basis for discipline. At the end of that two-year period, the Supervisor, after consultation with the servicing Human Resource Office, may allow the Employee to telework or continue the prohibition until a future date.

SECTION 06.03 - APPROVAL AND PARTICIPATION

- A. To initiate a request for Telework, an Employee must submit a Telework Agreement form (DI-3457) to their immediate Supervisor.
- B. Participation and approval for telework will be based on but not limited to:
1. Duties of the position;
 2. The need to access/use classified information and/or deal with sensitive information (such as personally identifiable information or proprietary) which cannot be properly safeguarded if you telework;
 3. Performance maintained at a least "fully" successful;
 4. Required to meet the public; and
 5. Employee demonstrates acceptable work habits, conduct and adherence to Agency policies.
- C. Telework may be canceled when, but not limited to:
1. Customer service is adversely affected;
 2. The Employee is placed on leave restrictions;
 3. Documented conduct issues arise;
 4. The requirements of the Telework Agreement are not being fulfilled; or
 5. The teleworking Employee requests cancellation.
- D. Within fourteen (14) days of receiving a written teleworking request, upon request a signed and dated paper copy of the entire telework agreement (including all applicable terms, restrictions and

- arrangements) will be given to the Employee at the time of approval or denial. If telework is denied the Supervisor must state in detail the reason(s) and justification(s) for the denial in writing and supply this along with the Employee's copy of the signed and dated telework request. Teleworking may not be denied because of a Supervisor's refusal to take the appropriate teleworking training.
- E. Employees are encouraged to read all documentation, be familiar with its contents and seek guidance from their Supervisor when they have any questions or concerns.
 - F. If a portion of an Employee's assigned duties would limit participation in Telework but other assigned duties would not limit participation, Supervisors should consider allowing situational telework or participation on some days of the pay period to allow the non-limiting duties to be performed from a telework location.
 - G. Participation in the telework program may be suspended or terminated for certain circumstances, see Section 06.02(A) *Eligibility* above. When terminating telework, specific reasons and documentation will be provided to the Employee along with at least forty-eight (48) hours advanced notice.

SECTION 06.04 - SCHEDULES AND TIME AND ATTENDANCE

- A. Participation in Telework does not preclude an Employee from requesting the use of any approved Alternative Work Schedule (AWS).
- B. A Supervisor may develop accountability methods to ensure that they are able to verify an Employee's time and attendance in accordance with the CFR, such as requiring the Employee to keep a daily log of their start and end time, or email, or call the Supervisor at the start and end of the shift. Supervisors will be consistent when employing time keeping methods/verification among teleworking Employees.
- C. For hours of duties and schedules, see Article 5 (Hours of Duty and Schedules).

SECTION 06.05 - CHANGES TO TELEWORK AGREEMENTS

- A. If it becomes necessary to change the terms of a Telework agreement, a new agreement must be drawn up and signed by the Employee and Supervisor. Upon request, a signed and dated paper copy of the agreement detailing all conditions and terms of approval will be provided to the Employee.
- B. If an Employee changes Supervisors, the Employee should request a new Telework agreement. If a new agreement is not requested the new Supervisor has a right to review all existing telework agreements with their employees and determine whether they should be continued. A signed and dated paper copy of the agreement detailing all conditions and terms of approval will be provided to the Employee.
- C. When Management requires the physical presence of an Employee at the official duty station on an Employee's regularly scheduled Telework day, the Employee will, when possible, be given at least forty-eight (48) hours advance notice to make any necessary arrangements.

SECTION 06.06 - EQUIPMENT AND SUPPLIES

- A. Employees approved for Telework will be given the appropriate equipment necessary to perform the job duties assigned while on telework. If equipment is not available, this may result in the employee not being able to telework. Employees are not permitted to use their personal computers to access the network in performing their duties while teleworking. The Supervisor/Manager accepts any additional costs associated with providing equipment, i.e. a laptop PC to an individual rather than a desktop PC.
- B. Employees must possess an acceptable form of wide band access (Digital subscriber line, cable modem, etc.) and are responsible for the full cost. A dial-up connection is inadequate for telework.
- C. Working from home requires Employees to understand that:
 - 1. They shall ensure dependent care requirements are addressed so arrangements are in place and do not impede the Employee's ability to work (Telework is not a substitute for dependent care).
 - 2. Work-at-home telework may increase the Employee's home utility costs. The Department assumes no responsibility for any operational costs associated with the Employee's home residence, including home maintenance, insurance, or utilities.

3. They may incur additional expenses that may not be reimbursed such as internet provider and telecommunication costs.
- D. When an Employee requires general office supplies such as, paper, printer ink, binders, page dividers, organizers, the Employee will request authorization to remove these items from the government building to their telework site. Government provided equipment may not be used for personal use, other than that provided for by rule, law, or regulation. Employees may not use their government issued credit cards to purchase office supplies. Supervisors may require Employees to maintain a log of the government provided items.
- E. As determined by the Agency, Employees will be properly reimbursed for business- related long distance phone calls or will be given a government cell phone for such use.

SECTION 06.07 - TELEWORKPLACE INSPECTION

Employees will be given at least forty-eight (48) hours' notice prior to any workplace inspection. Upon request of the Employee to have a Union representative present, the Union will be notified and will be given an opportunity to be present at the inspection. The responsibility to notify and coordinate with the Union is the Employees. A request for Union representation will not delay the inspection.

SECTION 06.08 - POSITION DESCRIPTIONS FOR TELEWORKERS

Participation in a Telework program will very seldom require any change in an Employee's Position Description (PD) or performance standards (EPAP). For changes and modifications to an Employee's EPAP, see Article 13 (*Employee Performance Appraisal Plan EPAP*). For changes and modifications to an Employee's PD, see Article 12 (*Position Descriptions and Classification*).

ARTICLE 25 – TELEWORK

The Telework program shall be administered in accordance with PERSONNEL BULLETIN 05-02 and the current Great Plains Region Telework Guidance which can be found on the HR website.

GP Region Telework Guidance allows eligible employees to work at an alternate worksite, including their home, on an occasional basis (situational telework). Telework is not an employee right, and approval or termination is within a supervisor's discretion.

Under this program, participants may work at home or in a satellite office with the supervisor's approval. Participation in the Telework Program must produce a benefit to both the employee and the Government.

Article 18 - Telework

1. The Parties recognize that telework is a beneficial tool that the CGB Region uses to attract and retain employees, meet mission objectives, improve morale, enhance work/life effectiveness, and improve productivity. Management and the Union recognize that efficiencies are realized when employees can work at home free from office distractions. A telework day is equivalent to being in the office. Telework is not an entitlement.
2. The parties agree that employees may telework consistent with the Agency's telework policy, subject to mission requirements, applicable laws, government-wide rules and regulations, and OPM Policy. Employees need to request approval to Telework using the designated electronic form available through the employee's supervisor and the Human Resources Office. Employees need to take the applicable training.
3. Employees need to prepare to Telework by bringing home the necessary equipment, maintaining VPN, forwarding telephones, and responding as is customary to phone calls, emails and other electronic communication while teleworking.
4. Employees need to maintain a suitable workspace while Teleworking, free from external distractions.
5. Telework cannot be used to provide elder or childcare.
6. Employees need to remain flexible and be able to attend work meetings, conferences, and/or training on previously scheduled Telework days.

ARTICLE 25 – TELEWORK

The Telework program shall be administered in accordance with PERSONNEL BULLETIN 05-02 and the current Great Plains Region Telework Guidance which can be found on the HR website.

GP Region Telework Guidance allows eligible employees to work at an alternate worksite, including their home, on an occasional basis (situational telework). Telework is not an employee right, and approval or termination is within a supervisor's discretion.

Under this program, participants may work at home or in a satellite office with the supervisor's approval. Participation in the Telework Program must produce a benefit to both the employee and the Government.

compensatory time as soon as they are aware of the need.

- The employee and supervisor work together to accomplish the needs of the request.
- When it meets the needs of the Employer and the employee, the supervisor will approve the employee's request. Supervisory decisions will not be arbitrary, capricious, or retaliatory in nature.
- The employee will make reasonable efforts to discuss requests with their immediate supervisor (or acting). If the first line supervisor (or acting) is unavailable to respond in a timely manner, does not provide a timely response, or the employee wishes to appeal their supervisor's decision, the employee may approach the second line supervisor (or acting) for assistance in resolution. Decision making criteria above also applies here.
- Flexible compensatory time must be documented and recorded in the Time and Attendance system.

This Article shall not be interpreted to limit the Employer's statutory rights applicable to the assignment of overtime.

Article 6. Telework

Section 1. Telework

Telework (also known as telecommuting and flexiplace) is emerging as an important and attractive work option for the Federal Government and its employees. It has the benefit of providing employees with the flexibility they need to better manage their work and personal responsibilities. The Union and the Employer have established the following procedures under which eligible employees may participate in telework to the maximum extent possible without diminished employee performance.

Section 2. Types of Telework

The Union and the Employer recognize that there are three types of telework as defined by OPM.

- **Episodic or Situational.** The employee teleworks on an irregular basis. The telework opportunity may be a result of a medical problem, reasonable accommodation, or the need to be focused on a special project. Other situations may develop that makes it beneficial for the employee and supervisor to agree on an episodic telework opportunity.
- **Part Time Telework:** The employee teleworks on a regularly scheduled basis. This may be one or more days a week, every two weeks or several days in a

month.

- **Full-Time Telework:** The employee completes all or almost all duties outside of a traditional office setting. This may include some work done at home, in customers' offices, or at a telecenter and occasionally coming to the office for a meeting or planning session; however, the duties lend themselves to work away from the office.

Section 3. Position Eligibility

The Employer will approve or disapprove a request to participate in telework by an employee assigned to an eligible position. In acting on an employee's request, the Employer will use reference materials available to the bargaining teams and consider these items when determining eligibility: conduct, performance, leave restriction, office coverage, access to supervisor and customers, team involvement, and costs. If the Employer denies a request, it shall notify the employee in writing and give the reason(s) for the denial.

Section 4. Applying for Telework

Full-Time or Part-Time Telework. Interested employees in positions that have been determined to be eligible for telework are encouraged to find possible telework opportunities that fit the employee's and the Employer's needs. The exchange of information at these discussions is encouraged. If either party needs additional information, they may request that information and can expect to get a timely response. If after these discussions the employee wishes to pursue telework, the employee will use current FWS forms. If the supervisor recommends approval, he or she will submit the request to the RD through applicable supervisory channels.

Episodic or Situational. An employee may request permission to work at an alternative worksite for all or part of the time required to, for example, complete a project. All bargaining unit positions will be considered eligible for episodic or situational telework. Requests should be written whenever possible, but may occasionally be appropriately made by telephone. Whether made in writing or by telephone, the Employer will document all requests and decisions. For this type of telecommuting, the Employer is not obliged to provide any special equipment or reimburse the employee for any related costs.

Section 5. Recall

Employees participating in telework programs must be accessible and available for recall to their regular offices for a variety of reasons. Employees may be called back for emergencies or new work assignments. A recall is not a termination of the flexiplace arrangement.

Section 6. Termination of Agreements

Employees may voluntarily terminate participation in flexiplace arrangements at any time; however, employees may be expected to continue working at their alternative worksite for a reasonable period to allow the Employer time to arrange a work station.

Supervisors may terminate agreements whenever:

- The arrangement no longer supports the mission;
- Performance standards are not being met or conduct is unacceptable;
- Normal production and quality of work are not being maintained;
- Costs of the agreement become impractical;
- Technology changes require return to the regular office;
- Reassignment causes a change of work; or
- Employees do not conform with the terms of their agreements.

The Employer will attempt to provide appropriate advance notice of the termination of an agreement to the extent practicable. The Employer will provide concurrent notification to the employee and the Union when terminating an employee's participation.

Termination of agreements may necessitate shared workstations in the regular office or reassignment to another office.

Article 7. Voluntary Allotments for Payment of Dues

Section 1. Dues Withholding

The Employer agrees to withhold the dues of Union members, as specified below, on a bi-weekly basis through payroll deductions. This article applies to all employees who are employed in bargaining unit positions (See Article I); who voluntarily complete written assignments authorizing the Employer to deduct dues from their pay (Form SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues) which, except as provided for below, may not be revoked for a period of one (1) year from the date on which deductions began, and whose net salary, after other legal and required deductions have been made, is sufficient to cover the dues.

ARTICLE 20 -Telework

- 20.1 For maximum effectiveness and efficiency in accomplishing the work of the Service, modern and progressive work practices are needed. Service policy describes one of these practices to improve employee performance and efficiency as "Telework."
- 20.2 The Parties recognize that the appropriate Management Official makes the decision on the approval of an employee's request for "Telework" by following the process set forth in DOI Manual, Service Manual, and any appropriate Regional Director's Order.
- 20.3 The Parties agree that the types of work that are best suited to Telework are those that have easily quantifiable tasks such as data processing and word processing; project-oriented tasks such as those that primarily require analytical and writing skills; and reading and/or processing tasks such as reading proposals and reviews and conducting research.
- 20.4 The Parties agree that participation in the Telework program will be made on a case-by-case basis, is not an employee right or a condition of employment unless so stated, and that there is no automatic right of the employee to continue participation in the event of a change of supervisor. The Parties also agree that supervisors have the right to require employees to report to their official duty station at any time during their official duty hours regardless of where they were scheduled to work that day, i.e. staff meeting or office coverage needs. Employees who are denied or terminated from participation in this program will receive in writing the reason(s) for denying or terminating their agreement.
- 20.5 The parties acknowledge there are two types of Telework arrangements: Core and Situational. Core means the employee works at the alternative worksite on fixed days. Situational means that the employee works at the alternative worksite as needed and as approved by their supervisor.
- 20.6 When an employee is Teleworking, the supervisor will be able to contact the employee (e.g., telephone, email).
- 20.7 A supervisor may require an employee while Teleworking to read and respond to email and/or perform other functions.
- 20.8 A supervisor may require an employee to prepare and provide the supervisor with a daily log of accomplishments made while Teleworking.
- 20.9 Depending on the tasks to be performed while Teleworking, the equipment needs may vary. Service network and data security policies will be used to determine equipment requirements on a case-by-case basis. The employee needs to supply his/her own Internet access.

20.10 If an employee is Teleworking and there is an early release due to weather or another facility related issue, an employee Teleworking at their residence would continue to work his/her scheduled work day or request leave.

- B. In the event that the number of parking spaces available to the Agency increases during the term of this Agreement, the Agency will provide NTEU with notice and the opportunity to bargain to the extent required by law, regulation, and this Agreement.

Section 43.05

NTEU representatives may request visitor parking passes for matters regarding employee representation.

ARTICLE 44: TELEWORK

Section 44.01

An employee's official duty station is her/his official workplace. Use of a workplace other than the official workplace requires approval under Agency policy. The Agency encourages the use of alternative workplaces, including telework when consistent with the work to be performed, the mission of the Agency and the needs of the individual employee's organization. Employee participation in the telework program is voluntary and the Agency shall not compel an employee's participation. The telework program is governed by the Telework Enhancement Act of 2010 and applicable law, rule, regulation, and policy consistent with this Agreement.

Section 44.02

Employees may request to telework for up to three (3) days per workweek.

Section 44.03

- A. All employees whose position is eligible for telework may apply for telework unless they:
1. Have been officially disciplined for being absent without permission for more than five (5) days for any calendar year; or
 2. Have been officially disciplined for violation of subpart G of the Standards of Ethical Conduct of Employees of the Executive branch for reviewing, downloading, or exchanging pornography, including child pornography on a federal computer or while performing Federal Government duties; or
 3. Have less than a fully successful (satisfactory) performance rating at any time during the rating period and have been formally notified.
- B. An employee who wishes to telework will initiate a request to telework through her/his immediate supervisor and may do so at any time. The employee will submit the appropriate forms and take the required annual training to participate in the telework program.
- C. Upon receipt of the request, the supervisor or designee will evaluate the employee's and position's suitability for participating in the program. The supervisor will review the application form with the employee and will approve or disapprove the telework request within fourteen (14) calendar days. In the case of the denial of a request to telework, the supervisor will provide a written explanation on the form of the reasons for the denial.
- D. If approved, the employee and supervisor or designee will enter into a telework agreement. The Agency will retain the completed and signed agreement. A copy will be provided to the employee.

Section 44.04

- A. Telework policies and procedures may have no impact on the current work schedule provisions governing covered employees. Employee teleworkers will work tours of duty that are consistent with their tour of duty at their Agency workplace. Supervisors or designees will approve telework schedules in advance to ensure that the employee's time and attendance can be properly certified and to preclude any liability for premium or overtime pay. An employee already on a flexible schedule may vary his/her start and/or stop time with supervisory approval. An employee working a compressed schedule (e.g., 5-4-9, 4-10) is not eligible to vary start and/or stop times.
- B. Time and attendance reporting procedures will remain the same for employees who telework. Employees will document days and hours spent teleworking by entering the appropriate codes on their electronic time sheet each pay period.
- C. During the regular duty hours, absences from the alternative work site (e.g., visits on official business to attend meetings or use of annual or sick leave) will be coordinated with and approved by the supervisor or designee at the earliest time practicable.
- D. All rules governing premium pay apply to teleworkers. Employees will receive overtime or compensatory time off, when ordered and approved in advance, by the supervisor or designee, in accordance with *Article 25: Overtime and Compensatory Time*.
- E. Employees are expected to attend training, mandatory meetings, meetings where in-person attendance is essential, and workshops at the office or other sites regardless of whether they are working within their approved telework location.

Section 44.05

- A. Intermittent telework is a flexible workplace arrangement that may be approved on a short-term basis for a work situation of limited duration (one (1) to five (5) days) when an employee has a telework agreement in place. Intermittent telework must be approved in advance by the supervisor or designee. Examples of intermittent telework include telework as a result of inclement weather or special work assignments.
- B. Consideration will be given to Ranger requests for intermittent telework to conduct research, participate in mandatory training, complete coursework, and/or perform collateral duties. The parties understand that Ranger availability for coverage on short notice may limit his/her eligibility to telework.

Section 44.06

- A. Employees who are approved to be teleworkers will use a government-issued laptop computer, configured in accordance with specifications established by the Agency, if available. Agency-provided equipment must not be altered or upgraded in any way except by Information Technology staff. The Agency will not be liable for damages to an employee's personal or real property while the employee is working at the telework site. Employees will comply with the applicable Agency Information Technology Policies when working at a telework site.
- B. If there is a problem with the hardware or software applications on the teleworking equipment, the employee is required to contact their immediate supervisor or designee to

report the problem. Support may be provided via the telephone during normal business hours. Teleworkers should not expect after-hours and weekend support. If the problem cannot be resolved over the telephone, the employee is required to bring the equipment on-site the next workday so that the problem can be resolved. The employee will report to work at the designated work site (local Park, Regional office) until the computer equipment is repaired and available for use at the telework site.

- C. Approved teleworkers will be required to obtain and maintain internet access through an internet service provider. Access and use of any Agency equipment, software, or internet connection is subject to applicable Agency policies.
- D. Employees need to ensure that they can receive telephone calls while working at the telework site, including during those times the employee is utilizing the internet access. While teleworking, an employee must be able to be reached at the phone number provided in the telework agreement during their hours of duty.
- E. Teleworkers will ensure that all Agency records and information (electronic and hard copy) are protected under the terms of the Privacy Act and Agency information security requirements.
- F. Teleworkers are responsible for taking reasonable precautions in preventing any loss or damage to equipment issued to them.

Section 44.07

If an employee is teleworking and the regular duty station closes due to an emergency situation on the telework day, the teleworker will continue to work until the end of the scheduled workday. If there is an emergency situation (e.g. inclement weather or power outage) at the telework site when the employee is teleworking and the employee's main office is closed due to the emergency situation, the employee may request Weather and Safety Leave in accordance with the Administrative Leave Act of 2016. If there is an emergency situation at the telework site when the employee is teleworking and the employee's main office remains open, the employee may return to the main office or request appropriate leave. Whether an emergency situation exists is the exclusive determination of the Agency.

Section 44.08

Employees understand they are covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the telework site. The employee agrees to notify the supervisor as soon as practicable usually within twenty-four (24) hours of any accident or injury that occurs at the telework site and to complete any required forms. The supervisor or designee will investigate such a report as required by the regulations of the Office of Worker's Compensation and Agency Policy. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's telework site, except to the extent the government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act. Matters arising under this section are not grievable nor are they arbitrable under this Agreement.

ARTICLE 18. TELEWORK

18.1 Policy

18.1.1 For purposes of this Agreement, telework refers to an employee's performing assigned duties at a location other than the official duty station. Such an alternative workplace can include a government or private telework center, or the employee's home to name a few.

18.1.2 Telework for Bargaining Unit employees will be consistent with the Departmental Telework Handbook and Telework policy, and this Agreement.

18.1.3 The IBC Telework Policy is the local established procedure for IBC employees.

18.1.4 Employees who are eligible may participate in telework to the maximum extent possible without diminished employee performance. Participation in the Telework Program will be voluntary on the part of the employee. Employees may only be required to telework in emergency situations when the Employer's Continuity of Operations Program (COOP) has been put in effect. Such employees will be informed in advance of their COOP responsibilities in writing.

18.1.5 All positions are considered suitable for telework.

18.1.6 Employees who telework will be treated the same as employees who do not telework.

18.2 Eligibility

18.2.1 All employees who meet the following criteria are eligible to participate in Telework:

- a. The employee has a performance rating of Fully Successful or better;
 - i) Employees whose performance is below fully successful may not participate in telework
 - ii) Employees on a Notice of Opportunity to Demonstrate Acceptable Performance (NODAP) (Previously known as Performance Improvement Plan (PIP)), as provided in Article 23, Performance Management, are not eligible for telework
- b. The employee has the work space, utilities, equipment and reference materials suitable for the work to be performed at the designated alternative workplace as specified in the Telework Program Agreement;
- c. The employee signs and abides by the Individual Telework Agreement;
- d. The employee has not been officially disciplined for being absent without permission for more than 5 days in any calendar year; and

e. The employee has not been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

f. The employee does not have any conduct issues under 370 DM 752 (5 CFR 752) and which are documented by the Employer;

18.2.2 The period of ineligibility for telework under Section 18.2.1 paragraph f, (for conduct issues under 370 DM 75 and 5 CFR 752) depends on the type of action taken against the employee. If a non-permanent document in the employee's eOPF, the prohibition from teleworking exists until the document is removed. If the permanent document is in the employee's eOPF, the prohibition for telework is two years from the effective date of the document. At the end of that two year period, the supervisor, after consultation with the servicing HR Office, may allow the employee to telework or continue the prohibition until a future date.

18.3 Requests

Employees may submit a request to perform telework at an alternative workplace on a routine or situational basis at any time. Employees will submit their telework agreement that defines the days, hours, location, etc. The Supervisor will document approval or denial of the request within 10 days of receipt. If the request is disapproved, the supervisor will include the reasons for the denial.

18.4 Training

18.4.1 All employees must have completed the Agency's interactive telework training program before they can telework for the first time. Any employee who has a telework agreement in place as of the effective date of this agreement is exempt from this requirement.

18.4.2 The content of any IBC training will be discussed with and reviewed by the Union prior to implementing to ensure that it addresses the Union's and employees' concerns among which are that the requirements of the Collective Bargaining Agreement are included.

18.5 Individual Telework Agreement

18.5.1 All employees who will telework on a situational or routine basis must complete and sign an individual Telework Agreement. The Agreement must be in place before telework may begin. This Agreement will outline the specific work arrangement on which the employee and the supervisor agree.

18.5.2 Clarifying Points of Telework

a. Workplace inspections

i) Normally, employees will be able to bring to the official worksite portable Government Furnished Equipment (GFE) for maintenance.

ii) Non-portable or fixed equipment may require inspection at the alternative

workplace (home.)

iii) Although rare, it may be necessary to inspect the alternative workplace (home) for conformance to safety standards.

b. Safety and Workers' Compensation

i) It may be necessary for an Agency/Employer representative to access the alternative workplace (home) to investigate the report of injury/illness.

ii) For situations involving reasonable accommodation, it may be necessary for an Agency/Employer representative to access the alternative workplace (home) to address the reasonable accommodation need/request.

c. Work Assignments/Performance Assignments

i) Teleworkers will not be required to submit reports that non-teleworkers are not required to submit for evaluating performance.

ii) An example of when less than fully successful performance may be the basis for suspending a telework arrangement is when accessibility to official duty station is necessary due to on-the-job training, assistance, support, etc. from the supervisor or other designee.

iii) In all cases of cancellation/termination of a telework arrangement, the employee will be notified in writing)

d. Termination of Telework Agreement

i) Employees designated as a COOP employee may not voluntarily terminate their telework arrangement; however, all other employees may voluntarily terminate their telework agreement without supervisory approval.

ii) Decisions to terminate/suspend telework arrangements based on conduct will comply with Section 18.2 of this agreement.

iii) Termination/suspension of a telework agreement should be based on business-based legitimate reasons.

iv) Cancellation of the Telework Agreement requires the review and approval/disapproval by the first line supervisor.

e. COOP Requirements

Employees designated as COOP employees will be notified in writing of expectations during a COOP exercise or crisis. The notification will normally be done simultaneously when the employee is notified of their COOP designation.

f. Pandemic/Emergency Closure Requirement

In the context of this element, weather-related closures are not to be confused with early departure, delayed arrival, or temporary closure due to adverse weather conditions.

g. Personal Equipment and Discovery

Teleworkers are required to use Government Furnished Equipment (GFE) for teleworking, therefore employees should not be using personal equipment for teleworking.

18.6 Temporary Changes or Return to Alternative Workplace

18.6.1 Employees may be required to report to their official duty station for previously scheduled or unscheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the alternative workplace or accomplished via telephone or other reasonable alternative methods.

18.6.2 Employee may also be required to report to their official duty station for emergency operational exigencies to perform agency work which cannot otherwise be performed on another workday, at the alternative workplace, via telephone or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice and be provided a reasonable time to report. Employees should make every effort to report as soon as possible. With good and sufficient reasons, the employee will be permitted up to two (2) hours to report.

18.7 Cancellation

Normally employees will not be removed from participation for minor infractions of Telework Program requirements. In such cases, managers will make a bona fide effort to counsel employees about specific problems before cancelling an employee's participation in telework. The counseling will be confirmed in writing.

18.8 Problems Affecting Work Performance

Employees will promptly inform their supervisor whenever any problems arise at the telework site which adversely affects their ability to perform work at the alternative workplace. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc. In such cases, the employee may request annual leave or report to the regular

work place. If an employee is unable to continue to work that day in the alternative work place, and it is impractical for the employees to report to the regular work place before the end of the work day, the employee may be granted short periods of excused absence up to 59 minutes.

18.9 Self Certification Safety Checklist

The employee will complete the Self Certification Check List to the best of their knowledge.

ARTICLE 11: TELEWORK

Section 1 – General Guidelines

An employee's official duty station is either the government-provided office at the employee's official duty station or his/her remote duty location as designated on the employee's SF-50. Use of a workplace other than the official workplace requires approval under this policy. The Employer encourages the use of alternative workplaces, including telework. Telework changes the environment in which an employee performs the work. Employee participation in the telework program is voluntary, and the Employer shall not compel an employee to participate in the telework program.

- A. Regular telework is telework that occurs as part of an ongoing, regular scheduled written telework agreement.
- B. Situational telework is telework that is approved on a case-by-case basis, where the hours worked were NOT part of a previously approved, ongoing and regular telework schedule. Examples of situational telework include telework as a result of inclement weather, doctor appointment, or special work assignments, and is sometimes also referred to as situational, episodic, intermittent, unscheduled, or ad-hoc telework.
- C. "Telework-ready" means that an employee:
 - 1. is eligible to telework;
 - 2. has executed and is currently subject to a written telework agreement;
 - 3. is regularly scheduled to telework or approved for situational telework; and
 - 4. has sufficient portable work.

Section 2 – Eligibility Considerations

The intent of the Telework Enhancement Act of 2010 is to encourage agencies to allow employee participation in the telework program to the maximum extent possible without diminished employee performance; therefore, the Employer shall approve all requests for telework that meet eligibility requirements. Considerations for telework eligibility include, but are not limited to:

- A. The extent to which key tasks and processes can be performed outside of the traditional office.
- B. The extent to which needed information can be accessed, sent, or received from outside the office, with the proper technology.
- C. The extent to which support requirements can be fulfilled when the job/function is being performed remotely.

- D. Conditions prompting government agencies to recommend contingency procedures such as moving to an alternate worksite or dispersing the workforce.
- E. Other job specific criteria as appropriate.

Section 3 – Initiating a Telework Agreement

- A. All employees may apply for and be considered for participation in the telework program.
- B. An employee who wishes to telework will initiate a request to telework through his/her immediate supervisor and may do so at any time. The employee will also submit a request via the online Department of Interior Telework Agreement Form (DI-3457) (<https://eforms.doi.gov>). Should DOI change the current form, the Employer shall provide notice to the Union and bargain to the extent required by law, rule and the parties' collective bargaining agreement.
- C. Upon receipt of the request, the supervisor will evaluate the employee's and position's suitability for participating in the program. The supervisor will review the application form with the employee and will approve or disapprove the telework request within fourteen (14) calendar days. In the case of the denial of a request to telework, the supervisor will provide a written explanation on the form of the reasons for the denial.

A supervisor disapproval of the employee's telework request may be appealed for reconsideration at any time with the next higher level of supervision.

- D. If approved, the employee and supervisor will complete the online version of the Department of Interior Agreement (Form DI-3457) and if necessary the Alternate Worksite Work Agreement (Appendix 11-3) and complete the Supervisors Checklist (Appendix 11-4). The agreement will also be signed by the employee and first line supervisor. The Employer will retain the completed and signed agreement and a copy will be provided to the employee.
- E. The employee is responsible for ensuring that his/her home space complies with health and safety requirements; is clean and free from obstructions; complies with all building codes; and is free of hazardous materials.
- F. A supervisor may deny an employee the opportunity to participate or may terminate a telework agreement if the telework workplace hinders an employee's ability to meet work requirements, including the delivery of work products or if there are safety problems or evidence of hazardous materials at the telework workplace.
- G. Telecenters may be approved as alternate worksites.

Section 4 – Impact on Work Schedules

- A. Telework policies and procedures have no impact on the current work schedule provisions governing covered employees. Eligible employees on telework will work

tours of duty that are consistent with the established hours of business and authorized work schedules for the Employer. Supervisors will approve telework schedules in advance to ensure that the employee's time and attendance can be properly certified and to preclude any liability for premium or overtime pay.

- B. Time and attendance reporting procedures will remain the same for employees who telework. Employees will document days and hours spent telework at an alternative worksite on their time sheet each pay period. Supervisors will employ methods that provide for a reasonable assurance that employees on telework are working when scheduled, are paid for work performed and that absences from scheduled tours of duty are accounted for (e.g., through e-mail communication; by determining the reasonableness of the work output for the time spent).
- C. During the regular duty hours, absences from the alternative worksite (e.g., visits on official business to attend meetings or use of annual or sick leave) will be coordinated with and approved by the supervisor at the earliest time practicable.
- D. All rules governing premium pay apply to employees on telework. Employees will be paid overtime when ordered and approved in advance by the supervisor. Supervisors are responsible for ensuring that employees on telework request overtime and with the supervisor's approval of overtime only work on agreed upon duties.
- E. Employees are expected to attend scheduled meetings, workshops, etc., at the office or other local site regardless of whether they are working within their telework workplace. However, the Employer is encouraged to promote options for remote participation.

Section 5 – Situational Telework

Situational telework agreements will be approved in advance by the supervisor in accordance with Section 2 above.

Bargaining unit employees will notify and seek approval from supervisors prior to taking a telework day(s) pursuant to a situational telework agreement (unless the situational telework agreement specifies otherwise).

Employees who are injured, recuperating and/or physically limited, may be able to work at home (i.e., telework) and complete work assignments while minimizing time away from the job.

Section 6 – Altering or Terminating an Agreement

If, at any time, it is determined by management that a telework arrangement is having an adverse impact on work operations, the arrangement may be modified or terminated by the supervisor with fourteen (14) calendar day advance written notice.

Section 7 – One-Year Review

After each twelve-month period of participation in the telework program, the supervisor and employee will meet for the purpose of discussing, reviewing and updating the telework agreement. The Supervisor is responsible for initiating the review.

Section 8 – Equipment and Information Technology

- A. Employees who are approved to be on telework will use a government-owned computer and software, configured in accordance with specifications established by the Employer. The Employer's provided equipment must not be altered or upgraded in any way (expanded memory, etc.), except by Information Technology staff, unless otherwise permitted. The Employer will not be liable for damages to an employee's personal or real property while the employee is working at the alternative workplace. Employees will comply with the Employer's Internet Limited Policy when working at a telework site.
- B. The Employer has determined that it will strive to provide a government-owned computer and software to those employees approved for telework. For example, the Employer has determined that when an employee's computer is "refreshed," the employee may select either a desktop computer or a laptop with a docking port.
- C. If necessary, the Employer shall reimburse employees participating in a telework program for the following: the cost of business related long distance phone calls. However, the Employer may choose to provide employees with prepaid phone cards.
- D. If there is a problem with the hardware or software applications on the teleworking equipment, the employee is required to contact their immediate supervisor to report the problem. Support may be provided via the telephone during normal business hours. Employees on telework should not expect after-hours and weekend support. If the problem cannot be resolved over the telephone, the employee is required to bring the equipment onsite the next workday so that the problem can be resolved. From that day until the equipment is repaired or replaced, the employee will report to work at their designated worksite.
- E. Employees approved for telework will be required to obtain and maintain internet access through an internet service provider. This will enable them to access the Employer's email system, reference materials, and other information necessary to ensure the capability to work "virtually" outside of the office. Employees on telework will access the Employer's network through the Network Management Office high-capacity Virtual Private Networking (VPN) and an Internet Service Provider (ISP). VPN connectivity requires availability of a standard telephone line, cable, DSL or other internet access at the alternate worksite.
- F. Employees and supervisors need to ensure the employee that can receive telephone calls while working at the alternative worksite, including during those times the employee is utilizing the internet access. Eligible employees on telework will use Employer issued

calling cards for all business-related long distance telephone calls from the alternate worksite.

- G. Employees on telework will ensure that all Employer records and information (electronic and hard copy) are protected under the terms of the Privacy Act and NPS ADP security requirements.
- H. Employees on telework are responsible for taking reasonable precautions in preventing any loss or damage to equipment issued to them.

Section 9 – Office Closure

A. Employees with Telework Agreements.

1. In the event of a delayed arrival or early dismissal, telework-ready employees scheduled to report to work at their official duty station and/or who have already reported to their official duty station, will be granted administrative leave for the authorized timeframe.

In the event of an office closure, delayed arrival or early dismissal, telework-ready employees already scheduled to telework that day are expected to telework the entire workday.

2. The Employer will notify telework-ready employees who are in the traditional worksite by 2 p.m. the prior workday or confirm receipt of actual notice to employees when circumstances arise that may result in a government closure and to bring sufficient equipment and portable work to their alternate worksite (AWS). Such employees who were at their traditional worksite during or after the announcement will then bring sufficient equipment to the AWS and be prepared to work. If the office closes and the Employer did not provide advance notification by 2 p.m. of a potential closure or actual notice as described above, and the employee was not scheduled to telework, and the employee does not have the necessary equipment and work to perform, such employees will be granted administrative leave.
3. Telework-ready employees must advise their supervisors if they are prevented from working due to a disruption (e.g., electricity/internet connectivity issues, childcare/elder care issues) at the AWS during a government closure. Supervisors may grant administrative leave for events that disrupt or prevent work and/or that present a dangerous environment for the teleworker. Administrative leave may not exceed the lesser of the duration of the event or the government closure.
4. As authorized by an OPM or Employer announcement, a telework-ready employee shall be permitted to telework in lieu of taking unscheduled leave when the government is open but the employee is unable to travel to the traditional worksite. The following conditions must be met:

- a. The employee’s supervisor approves telework during the emergency;
 - b. The employee has sufficient work to perform at the AWS;
 - c. The employee has sufficient equipment at the AWS to perform such work; and
 - d. The AWS is operational (e.g., has power).
5. If there is an emergency situation at the AWS when the employee is teleworking, and the main office is open, then the employee must either return to the main office or request appropriate leave. However, where the travel time from the AWS to the main office exceeds the number of hours remaining in the workday, then, the employee may request and will be granted administrative leave.
 6. If the Employer declares or is subject to a work status change whereby the status is “Open with Option for Unscheduled Leave or Unscheduled Telework,” and the employee is telework ready, then the employee will notify his/her supervisor if he/she would like to opt for unscheduled telework that day.

B. Employees Not on Telework Agreements.

Employees who do not have a telework agreement, where the office site is open but an emergency situation (including weather related) results in the employee being subject to dangerous commute conditions, shall have the option to come to the office or be granted unscheduled leave, or advanced leave to the extent permitted by law.

Section 10 – Childcare/Eldercare

Pursuant to law, rule and regulation, telework is not designed to substitute for child or other dependent care. Allowances for temporary work-at-home and emergency work arrangements, including any approval for administrative leave, can be addressed with the immediate supervisor.

During an office closure or other emergency, if a teleworker cannot find child or elder care due to the emergency, the supervisor may approve requests for unscheduled annual leave or, in appropriate circumstances, administrative leave.

Section 11 – Injury Compensation/Liability

Employees understand they are covered under the Federal Employee’s Compensation Act if injured in the course of actually performing official duties at the regular office or the alternate worksite. The employee agrees to notify the supervisor promptly of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately. The Government will not be liable for damages to an employee’s personal or real property during the course of performance of official duties or while using Government equipment in the employee’s residence, except to the extent the

Article 35

Telework

Section 1. General

Telework is an effective strategy for mission accomplishment, ensuring Continuity of Operations Plan (COOP) in a crisis, and recruiting and retaining valued talent. It is the policy of the National Park Service, Department of the Interior (DOI) to promote telework that does not diminish employee performance or agency operations, or adversely affect the ability of the Agency to achieve its mission. Employees do not have a presumptive right to telework. An employee's participation in the telework program is voluntary and must only be approved when it is deemed to be in the best interest of the Agency.

Section 2. Participation

Bargaining Unit Employees (BUE) may telework consistent with the Agency's (DOI) telework policy (Personnel Bulletin 21-07) subject to mission requirements and applicable laws, government-wide rules, regulations, and OPM policy. The Department's telework policy and guidance may be found at Appendix B of this Agreement or be accessed at <https://www.doi.gov/telework>.

ARTICLE 23. TELEWORK

23.1 The Parties recognize the value of teleworking. Accordingly, the Employer agrees to support the use of teleworking by employees, as appropriate, through the Department's telework policy. Employee's participation in telework is voluntary. An employee must have a signed and approved telework agreement in order to telework.

23.2 Employees with a signed telework agreement may be required by their supervisor to telework during emergencies. Employees, who do not have a telework agreement, may not be forced to telework. In cases of emergencies, such as disasters, power failures, etc., wherein management closes an office, employees without a telework agreement will not be required to telework or take leave. In these circumstances, employees will be granted administrative leave, in accordance with OPM and/or Department policy.



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MEMORANDUM OF UNDERSTANDING between NATIONAL TREASURY EMPLOYEES UNION, CHAPTER 340 AND BLM, NEW MEXICO STATE OFFICE REGARDING TELEWORK

Section 1 General Provisions

- A. Purpose** This Memorandum of Understanding (Memorandum or MOU) establishes the policy and procedures for participation in the telework program by employees represented by NTEU Chapter 340 and employed by the Bureau of Land Management (Agency). The terms of this Memorandum are subject to the Telework Enhancement Act of 2010 and may not be read to conflict with it or other applicable law. This Memo is also subject to the Department of the Interior (DOI), Personnel Bulletin No. 21-07, Telework Program (PB 21-07) where the terms do not conflict; in the case of a conflict, the terms of this MOU will govern.
- B. Policy** The Parties agree that telework provides benefits to the employer as well as employees. Telework is an effective strategy for mission accomplishment, ensuring COOP (continuation of operations) in a crisis, and recruiting and retaining valued employees. Telework provides a benefit to employees by reducing commute time and expenses and allowing for more flexible work circumstances. Consistent with the Telework Enhancement Act of 2010, eligible employees may be authorized to telework to the extent that the arrangement does not diminish employee or organizational performance.
- C.** Employee participation in the telework program is voluntary. An employee's request for telework shall be considered in accordance with the terms of this Memorandum and shall not be unreasonably denied. Participating employees may request to end their participation with notice to the supervisor, two weeks in advance where possible to allow time for making arrangements needed to accommodate their return to the office. The Parties acknowledge circumstances may require more than two weeks' time to facilitate an employee's return to the office from a telework arrangement.
- D.** Two types of telework arrangements are available to Agency employees, as defined below. For both Core Telework and Situational Telework, the employee's official duty

station remains the agency post-of-duty to which they officially are assigned. Remote work, as defined below, is not covered by this Memorandum.

- E. Employees who wish to participate in telework of any kind must meet the eligibility requirements of this Memorandum and enter into a telework agreement. Once a telework agreement is executed by an employee and their supervisor, the employee will be considered telework-ready. Completion of telework training is required before execution of a telework agreement. Exception: following execution of this Memorandum, current teleworkers will have 30 days to complete the DOI telework training and submit form DI-3457 if they have not done so within the last 12 months.

- F. An employee approved to Core telework must physically report to their official duty station at least two days per bi-weekly pay period, except in rare circumstances or as a reasonable accommodation, when the Agency may determine to waive the reporting requirement.

G. Definitions

1. Alternative Worksite A location other than the employee's official worksite that has been approved for the performance of assigned duties as designated in the telework agreement. It may be an employee's home, a telework center, or other approved worksite that is conducive to performing official duties.
2. Core Telework: A telework arrangement in which the eligible employee teleworks from an approved alternative worksite for up to eight days in a pay period on a recurring, scheduled basis, i.e. fixed days each week or pay period.
3. Dependent Care: The support or nurturing of persons who cannot meet their own needs such as children, elders, or other dependent adults.
4. Hoteling: An arrangement in which employees are not assigned a permanent, dedicated office space at an Agency location but rather are provided a shared desk or office space, either assigned or arranged by reservation on an as-needed basis. Also referred to as a shared workstation.
5. Mobile Work: Work that is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY). This category of work is not considered telework and is not covered by this Memorandum.
6. Official Duty Station: The official location of an employee's position of record as determined under 5 CFR §531.605. Also referred to as the "official worksite."

7. Remote Work: An arrangement under which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite on a regular and recurring basis. For a remote worker, the approved remote worksite is the employee's official duty station for pay purposes, even if that location is their home. This category of work is not considered telework and is not covered by this Memorandum.
 8. Situational Telework: A telework arrangement in which eligible employees telework without a set schedule for up to five days per pay period (e.g. telework as a result of inclement weather, personal appointment, special work assignment, or employee preference). An employee with an approved situational telework arrangement must obtain advance approval from their supervisor in order to telework on a particular day(s). Approval shall not be unreasonably withheld.
 9. Telework: A work flexibility arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.
 10. Telework Agreement: (Form DI-3457). A written agreement that outlines the terms and conditions for an employee authorized to telework, as approved by the appropriate management official. Telework agreements are mandatory for an employee's participation in the telework program. Bureaus/Offices may not alter, supplement or modify the Form DI-3457.
 11. Teleworker: An eligible employee who has completed the required telework training, has an approved telework agreement in place, and has the required work necessities (e.g., equipment, materials) to effectively perform their duties at an approved alternative worksite. Also referred to as a "telework-ready" employee.
 12. Days: The term "days" wherever used in this MOU refers to calendar days unless otherwise noted.
 13. Entry-on-duty (EOD): refers to an employee's tenure (seniority) with the Agency measuring from their most recent appointment.
- H. Teleworking employees will be permitted to work at their alternative worksite for all or a portion of a workday. Participation in the telework program will not affect an employee's tour of duty or limit the scheduling options available to them. Telework is compatible with both standard and alternative work schedules (i.e. flexible and compressed schedules).
- I. Managers may direct employees to report to the office on a pre-scheduled or pre-approved telework day when work needs require the employee's presence in the office. Advance notice of the need to report will be provided to the extent practicable. In these

circumstances, the employee will be permitted to designate the day as an in-office day and reschedule the canceled telework day. Requests for rescheduled telework days in these instances will normally be granted unless work needs prohibit approval of the employee's request.

- J. Teleworkers may be required to report to their official worksite instead of the alternative worksite when necessary due to equipment malfunction or other circumstances interfering with the successful completion of work. In any unanticipated circumstances where planned telework is no longer appropriate because work or necessary equipment is unavailable, the employee may request leave or use of earned credit hours rather than report to the official worksite for the remainder of the tour-of-duty. Leave and credit hour requests will be submitted and considered consistent with existing practices, applicable policies and negotiated agreements.
- K. Telework is not a substitute for family or dependent care. Teleworking employees may not personally provide care for another while on duty and are responsible for securing appropriate care arrangements for any household members who are not able to care for themselves independently. Such arrangements may include having another caregiver in the home while the employee teleworks, provided the arrangement does not disrupt the employee's ability to telework effectively. Additionally, an employee may have a dependent present in the home provided they do not require constant supervision or care (e.g., older child or adolescent) and their presence does not disrupt the employee's ability to telework effectively.
- L. Teleworkers may be covered by the Federal Employees' Compensation Act for an on-the-job injury or occupational illness sustained while conducting official Government business at the approved alternative worksite. Employees will follow the same policies and procedures for reporting on-the-job injuries or illnesses sustained at the official worksite. Supervisors will provide information about reporting procedures upon approval of a telework agreement.
- M. Because telework potentially reduces the need for office space, employees participating in Core Telework may be asked to give up a personal workstation in favor of a shared workstation or hoteling arrangement. The Agency will provide the Union with advance notice and an opportunity to bargain over any proposal to implement hoteling or shared workstations. Employees will not be required to release a personal workstation as a condition of telework before completion of bargaining by the Parties.

Section 2 Eligibility

- A. An employee requesting to telework must meet the requirements of this Memorandum with respect to their position, work assignments and personal eligibility, and must have an alternative worksite that satisfies the basic requirements. Employees who satisfy these conditions may request telework and their requests may not be unreasonably denied. Furthermore, supervisors evaluating an employee's request for telework will consider the employee's history of successful performance while teleworking, if any.
- B. Position Suitability A position is suitable for telework if there are assigned duties that can be performed successfully at an alternative worksite. Generally, suitable duties include quantifiable, project-oriented, or other portable tasks that can be performed without access to the office (or technology or equipment located only in the office) and with limited need for access to classified information.
1. A position is not suitable for core telework if it requires the following duties on a daily (every workday) basis:
 - (a) Direct handling of classified materials determined to be inappropriate for removal from the Agency office environment.
 - (b) Onsite activity that cannot be handled at an alternative worksite such as face-to-face personal contacts; intake or distribution of mail; hands-on contact with machinery, equipment, vehicles, or facilities; law enforcement.
 2. A position normally unsuitable for Core Telework because of the above daily duties may be deemed eligible for Situational Telework when the employee has suitable work available such as reading, drafting, or analyzing documents, reports and correspondence, or other portable work available and capable of being completed successfully at the alternative worksite, and approval would not jeopardize completion of required onsite duties nor unduly burden others working in the office.
- C. Employee Eligibility An employee with suitable work is eligible for telework if personally able to perform successfully at an alternative worksite. Employees eligible for telework display dependability, responsibility, and conscientiousness; the ability to work independently and without close supervision; self-motivation and self-discipline; and the ability to prioritize work and manage time wisely. An employee with a fully successful performance rating will be deemed eligible absent disqualifying circumstances rendering them ineligible as set forth in Section 2D.
- D. Employee Ineligibility Employees are ineligible for telework if

1. Consistent with 5 U.S.C. § 6502(a)(2), the employee has been officially disciplined for being absent without permission for more than five days in a calendar year (and the discipline remains filed in the employee's OPF), or has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of the Employees of the Executive Branch for viewing, downloading or exchanging pornography, including child pornography, on a Federal Government computer or while performing Federal Government duties. For the purposes of this provision, "officially disciplined" means any discipline that is recorded in the employee's OPF.
 2. The employee conduct has resulted in an official disciplinary action taken against them (e.g., written reprimand, suspension, removal, reduction in grade/pay) for misconduct that implicates the integrity of the telework program. Disciplined employees may remain ineligible to telework for a maximum of one year from the effective date of the official disciplinary action. Approval of telework will not be used as a substitute for disciplinary action.
 3. The employee has received an annual performance rating of less than Fully Successful or been notified in writing of less than fully successful performance that will lead to placement on a performance improvement plan (i.e., a Notice of Opportunity to Demonstrate Acceptable Performance). In such cases, the employee will be deemed eligible for telework when issued an official rating of Fully Successful or above, or when the supervisor otherwise determines the employee to be eligible.
 4. An employee initially deemed eligible and approved for telework may be suspended from telework participation if they become subject to the above provisions, for such time as the disqualifying conditions continue. The Agency will provide employees suspended from telework with advance notice sufficient to make arrangements needed to facilitate a return to the office.
- E. Alternative Worksite Requirements An eligible employee with suitable work must have an adequate worksite to be approved for telework. A qualifying worksite includes utilities necessary to complete the work such as electricity, telephone service, and internet connectivity, provided at the employee's own expense. Furthermore, the work environment must be generally free from conditions that would disrupt the employee's ability to work. Employees must also ensure privacy and security appropriate for the nature of their work assignments.
- F. Telework agreements will be reviewed for continued suitability and eligibility on an annual basis, and when an employee changes positions or job duties. A change in the employee's assigned permanent supervisor will require a new agreement but will not constitute grounds for terminating or modifying the employee's telework participation or schedule.

Section 3 Management/Supervisory Responsibilities

- A. Supervisors are responsible for acting on employee telework requests within a reasonable timeframe, to include prompt communication of approval or denial, provision of required training, and completion of a telework agreement. Managers will inform new employees of their telework eligibility within 60 days of starting the job.
- B. Supervisors denying a request for telework will provide a reason for the denial in writing to the employee.
- C. Upon approving a telework agreement, supervisors will communicate expectations to the employee regarding methods of communication (e.g., customer service, time frames for returning phone calls, use of email communications), meeting attendance, duty hours, leave requests, and procedures for requesting situational and unscheduled telework. Expectations will be uniformly applied to teleworking and non-teleworking employees.
- D. The employee-supervisor relationship will not be affected by an employee's participation in telework. Supervisors will retain the same authority over teleworking employees as applicable to non-teleworking employees and will not treat teleworking employees differently because of participation in the program. Specifically, supervisors must treat teleworking employees the same as non-teleworking employees with respect to performance appraisals, work assignments and requirements, awards and recognition, promotions, retention, and other employment matters involving management decisions or discretion.
- E. The Agency has determined that managers are responsible for actively supporting telework and working cooperatively through minor problems or obstacles that may occur.
- F. Supervisors may require a new telework agreement from a teleworker on an annual basis, when the permanent supervisory relationship is newly established, when an employee is assigned to a new position, or when operational needs require a change in teleworker arrangements. A change in supervisor alone will not constitute reasons to alter an employee's telework arrangement. Should circumstances require adjustments in teleworking arrangements among employees (e.g., office coverage needs), or conflicts between employee requests arise (e.g., request for same telework day when not all requests can be granted due to office coverage), employee requests will be granted in order of seniority based on Agency entry-on-duty date (EOD), with the most senior employee's request granted first and so on. Employees are encouraged to work things out among themselves where appropriate. The Agency will provide at least 30 days' notice to implement management-directed changes in telework schedules or arrangements.

- G. Ensuring employees protect and secure agency records and sensitive information consistent with established DOI policies.
- H. Ensuring adequate worksite office coverage during business hours so that mission operations continue to be carried out efficiently and effectively.

Section 4

Employee Responsibilities

Teleworking employees are responsible for:

- A. Securing approval of their telework agreement and completing required telework training prior to teleworking, except as provided in Section 1 E.
- B. Providing the same level of support, availability, accessibility to customers, coworkers, and supervisor as if working at the official worksite. This includes, but is not limited to, meeting individual work requirements, participating in staff meetings, participating in video conferencing, working assigned duty hours, and responding to phone calls, email, instant messaging chats, and voicemail in a timely manner.
- C. Complying with their approved telework agreement and adhering to applicable Departmental policies while working at the alternative worksite. These policies include but are not limited to: conduct and ethics laws and regulations; Internet Use policy; Time and Attendance; and Records Management.
- D. Obtaining advance approval from their supervisor for each instance of telework when teleworking under a Situational agreement.
- E. Accurately coding their timesheet to reflect the hours teleworked.
- F. Teleworking, if they have a telework agreement in place and are required to do so by the supervisor, when the employee is subject to an investigation or other administrative action that requires the employee to be taken out of the workplace.
- G. Teleworking when prevented from safely traveling to or performing work at the official worksite due to inclement weather or other emergency condition (e.g., building fire at the official worksite, pandemic) if the telework site is not affected by the same weather or emergency condition. This includes the responsibility for preparing and planning ahead,

including taking necessary work equipment (e.g., laptop) to the alternative worksite, when severe weather or other emergency situations are anticipated.

- H. Properly securing and protecting Government-Furnished Equipment (GFE) and sensitive information in compliance with Departmental guidance.
- I. Ensuring the alternative worksite is safe, free from hazards, and provides the appropriate environment, utilities and services required for teleworking as described in Section 2E, at their own expense.
- J. Ensuring appropriate arrangements for the care of household members while teleworking, as needed.

Section 5

Policy: Telework is an effective strategy for mission accomplishment, ensuring COOP in a crisis, and recruiting and retaining valued talent. It is the policy of the DOI to promote telework that does not diminish employee performance or agency operations, or adversely affect the ability of the Department to achieve its mission. Employees do not have a presumptive right to telework. An employee's participation in the telework program is voluntary and must only be approved when it is deemed to be in the best interest of the agency.

There are two types of telework arrangements available at the Department:

- Core Telework
- Situational Telework

Employees under Core Telework arrangement must have an approved telework agreement in place in order to participate in telework. Once the telework agreement is finalized, employees will be considered telework-ready. An employee approved to telework must physically report to their official duty station at least two full workdays per bi-weekly pay period, except for rare circumstances or as a reasonable accommodation.

Section 6 **Supplies, Equipment, Furniture**

- A. **Equipping for Telework.** To the extent permitted by the terms of this MOU and Bureau/Office policies and procedures, Bureaus/Offices will provide the equipment and supplies the supervisor determines necessary for the employee to telework from the approved alternative worksite. The equipment and supplies should be deemed necessary for the performance of the employee's assigned duties, reasonably available, cost effective, and subject to availability of funding. The Bureau/Office agrees to service and maintain any GFE issued to the teleworker.

- B. Notwithstanding Section 5A, employees approved for Core telework will be issued a laptop for their use while teleworking if their regular duties in the office require assignment of a computer. Similarly, the Agency will provide printers for employees approved for Core telework for use at their alternative worksite if their normal duties in the office require assignment of a personal printer (e.g., for printing confidential or sensitive documents).
- C. Employees whose duties require handling of sensitive documents will not automatically be disqualified from participation in the telework program, including Core telework, if documents needed at the telework site can be secured in a locking file cabinet or document case. The Agency may provide a cabinet or case to employees to the extent that funding permits.
- D. Costs Associated with Telework at Home. Work-at-home telework may increase certain costs to the employee. The Department assumes no responsibility for any costs associated with the employee's home residence, including home maintenance, insurance, utilities, internet access, and telecommunication costs. Should government or Departmental policy change to authorize subsidy of employee telework costs, the Parties agree to reopen the MOU to address these issues.
- E. Tour of Duty While Teleworking. Employees who telework must perform official duties at their alternative worksite during their approved, scheduled tour of duty. Work schedules and hours of duty may be changed with the supervisor's approval and in accordance with established Bureau/Office procedures. Telework is compatible with standard and alternative work schedules (e.g., flexible and compressed work schedules). Bureaus/Offices may not establish implementing procedures that prohibit a teleworker from having an alternative work schedule.

Section 7

Telework During Emergency or Closure Situations. In the event the official worksite is closed due to an inclement weather event or other emergency condition (e.g., building fire, pandemic), telework-ready employees must telework each regularly scheduled workday during the emergency situation. As such, telework-ready employees must prepare to telework when a weather or emergency event is forecasted or anticipated (e.g., a major snowstorm is predicted) by bringing home any necessary equipment (e.g., laptop computer) and work files. To the extent that an employee is unable to telework because they were able to but failed to make necessary preparations for reasonably anticipated conditions, the employee must use appropriate paid leave, paid time off, or leave without pay. In the event the employee is prevented from safely teleworking from the approved alternative worksite due to conditions related to the emergency (e.g., weather-related damage that makes occupying the employee's home telework site unsafe, loss of electrical power or internet service, evacuation by local authorities), the supervisor may,

at their discretion, grant weather and safety leave consistent with Departmental policy and applicable collective bargaining agreements.

(1) **Unscheduled Telework Operating Status Announcements.** When the Office of Personnel Management, a local Federal Executive Board, or DOI local operating unit head announces that employees have the option for unscheduled telework or unscheduled leave, telework-ready employees may telework from their approved alternative worksite. When the option is announced, an employee must notify their supervisor of the intent to use unscheduled telework. Employees who are approved to perform unscheduled telework must have the necessary equipment and have a sufficient amount of work to complete in order to telework from the approved alternative worksite. If the employee does not have enough work, they must report to the official worksite or request appropriate unscheduled leave to account for hours not worked.

(2) **Dependent Care Arrangements During Weather or Emergency Events.** As provided for in Section 1K, employees cannot personally care for a dependent while teleworking and are responsible for securing appropriate arrangements for any dependents who are unable to care for themselves. If a teleworker cannot arrange for appropriate dependent care because of the weather or emergency event affecting the official worksite, any time spent providing personal care to dependents cannot be considered hours of work. The employee is expected to accurately account for work and non-work hours during their tour of duty and to take the appropriate leave (paid or unpaid) to account for any time spent away from normal work-related duties during their scheduled tour of duty. Weather and safety leave may not be granted for this purpose.

Section 8

This MOU will be effective on the date of the last signature below.

For the Agency:



Melanie G. Barnes
New Mexico State Director
BLM New Mexico State Office

Executed on 12/7/2022

For the Union:



Zoe Davidson
President of NTEU
Chapter 340

Executed on 12/7/2022

Jennifer A Ackerman
Director, Office of Human Capital
Deputy Chief Human Capital Officer

MEMORANDUM OF AGREEMENT (MOU)

This agreement is entered into between the Department of Interior, Interior Business Center (Agency) and the American Federation of Government Employees (AFGE), Local 1114 (Union), collectively referred to as “the parties.” Consistent with guidance from the Biden Administration and the Office of Management and Budget (M-23-15, *Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments*), the Department is taking steps to execute a government-wide effort to increase meaningful in-person work and engagement. As such the parties agree to the following:

1. An all-employee communication will be sent in April 2024 notifying Bargaining Unit Employees (BUEs) of the upcoming 50% in office requirement.
2. The IBC Office of the Director will send impacted BUEs a specific notification in June 2024 including the specific core day requirements. FAQs will be provided to all IBC employees to include supervisors & managers.
3. Impacted BUEs with a telework agreement that does not meet the requirement to be in the office 50% of the time will be canceled effective August 10, 2024. The 50% in office requirement is calculated by hours in the office, so full-time employees would have to be in the office 40 hours during a pay period.
4. Holidays and scheduled leave will not negatively impact employees. There is no requirement to adjust in-office days for employees who are on approved leave during one of their normally scheduled in-office days or if a holiday falls on a scheduled in-office day.
5. BUEs can work with supervisors to determine how they will meet the 40-hour requirement, considering the requirement for at least one core day per pay period.
6. BUEs who are impacted by the 50% in office requirement will need to modify their telework agreement and provide to their supervisor by August 2, 2024, for implementation starting August 11, 2024. Instructions on how to update telework agreements can be found here: [Modifying a DOI Telework Agreement.docx \(sharepoint.com\)](#)
7. Once the supervisor approves, the employee will upload a copy in DOI Talent.
8. The supervisor will send a signed copy of the telework agreement to the Human Capital Strategy Office by August 2, 2024, for implementation on August 11, 2024, at telework@ibc.doi.gov.
9. No changes will be made at this time to Article 18, *Telework*, of the Collective Bargaining Agreement.
10. Telework schedules that are part of an approved reasonable accommodation are outside the scope of this MOU.
11. An all-employee communication will be sent in July 2024 to serve as a reminder of the above mentioned requirements. The draft communication will be provided to the Union for input prior to release.
12. The parties agree this MOU will remain in effect unless/until the parties reach any other signed agreement on the procedures to effect details that may conflict with this MOU.

Quan M. Boatman
Acting Director, Interior Business Center

Shemeka Lawson
President, AFGE Local 1114

Department of the Interior, Agency Head Review

ARTICLE 17
HOURS OF WORK, SCHEDULING, AND DUTY LOCATION

SECTION 1. Hours of work, work schedules, and work locations will be managed in accordance with both the USGS Attendance and Leave Handbook, and the current DOI Telework Program (Personnel Bulletin 21-07 (doi.gov)).

SECTION 2. All NGTOC Employees are entitled to overtime pay in accordance with the following:

- Overtime for non-exempt Employees is covered by the Fair Labor Standards Act (FLSA).
 - Department of Labor - Handy Reference Guide to the Fair Labor Standards Act: <https://www.dol.gov/whd/regs/compliance/hrq.htm>
 - Fact Sheet: How to Compute FLSA Overtime Pay: <https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/how-to-compute-flsa-overtime-pay/>
- Overtime for exempt Employees is covered by 5 U.S.C. 5542.
 - Fact Sheet: Overtime Pay, Title 5: <https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/overtime-pay-title-5/>
- USGS requires that these hours be approved in advance by the appropriate Management official.
- When management authorizes overtime, qualified Employees who volunteer shall be assigned overtime before other qualified staff are assigned overtime. If no employees volunteer, overtime shall be assigned fairly and equitably among qualified Employees on a rotating basis.
- Overtime shall be assigned fairly and equitably among qualified Employees on a rotating basis.
- Overtime shall not be distributed or withheld as a reward or a penalty.

All Bargaining Unit positions will be determined to be FLSA “exempt” or “non-exempt” at the time the position is classified. When classification actions are performed and results

in a change to the FLSA determination, the changed FLSA determination for the affected Bargaining Unit Employees will be made available to the Employees and the Union within ten business days of the Employer being notified by the Human Resources Office of the classification decision.

SECTION 3. The Parties agree that telework is not an employee entitlement. Decisions on Telework will be consistent and transparent, in accordance with DOI Telework Program (currently Personal Bulletin No: 21-07).

- a. The Parties also agree that Employees sharing spaces will be eligible for consideration for situational telework or core telework, provided that the Employees in the shared spaces and their supervisors agree to coordinate days on-site each pay period amongst themselves.

Teleworkers are required to physically report to the official duty station at least two full workdays per bi-weekly period, except for rare circumstances or as a reasonable accommodation.

Telework is defined as “a work flexibility arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work”.

There are two types of telework: Core telework and situational telework.

Core telework is defined as “a telework arrangement in which eligible employees telework from an approved alternative worksite on a recurring, scheduled basis – i.e., fixed day(s) per week or pay period.’

Situational telework is defines as “A telework arrangement in which eligible employees telework without a set schedule (e.g., telework as a result of inclement weather, personal appointment, special work assignment). An employee with an approved situational telework arrangement must obtain advance approval from their supervisor in order to telework on a particular day(s)’.

An employee with a situational telework agreement should generally plan their telework/in-office schedule to work a minimum of 2 days in the office, even if they take leave during the pay period, because a situational telework arrangement allows for flexible scheduling of the two in-office days required each pay period. There is flexibility in the telework policy for a Supervisor to waive the two-day reporting requirement, but it should not be the norm. The Parties agree that Supervisors that have situational teleworking employees have employees provide their projected telework schedule each pay period so that the supervisor knows when the employees plan to be in the office, can plan workplace safety matters, and meet with the employee, etc. The employee then would seek supervisory

approval when there is a deviation from the planned schedule within the current pay period.

A Supervisor can also allow their staff the flexibility to manage their in-office days each pay period. In these instances, the Supervisor should ensure their employees understand they must work two days in the office each pay period.

Leave during situational telework:

If an employee takes leave on a scheduled in-office day, the employee must reschedule their office days during that pay period. If the employee takes leave for the entire pay period, the two-day in office requirement is not necessary.

Leave during core telework:

If an employee takes leave on a scheduled in-office day, they are not required to reschedule the in-office day.

It is the Employer's discretion to approve/disapprove telework. Denial of situational telework in an individual pay period, denial of a situational or core telework agreement, or termination of a situational or core telework agreement by the Supervisor shall be based on business needs, conduct or performance, and not personal reasons. If the first line supervisor denies a telework agreement, the Parties agree that the employee/Union have the right to file a grievance.

- b. In particular, related to reasonable accommodations (In Telework bulletin 21-07 Section 7) telework may be used to allow Employees to recuperate from a work or non-work related medical condition. This includes medical processes related to transgender transition, or to provide reasonable accommodation for Employees with disabilities. This includes Employees who have partially recovered from work-related or other injuries/illnesses and who can perform work on a full or part-time basis from an alternative workplace.

SECTION 4. Weather and Safety Leave

NGTOC agrees to have a reconsideration process if Weather and Safety Leave (per DOI Personnel Bulletin 18-04) is denied by 1st line supervisor. If a telework ready employee is denied Weather and Safety Leave from the 1st Line Supervisor and the employee feels he/she was not able to reasonably anticipate conditions and did not have the work or equipment needed, the employee must submit their request for reconsideration to the 2nd line Supervisor. The request must be in writing, via email, and document the events and factors preventing the employee from reasonably anticipating the condition. The request must be within 5 business days of the day of the event. The 2nd line Supervisor, or his/her designee, will review the documentation and confer with Senior Staff, as appropriate, who are in the same location as the employee,

MEMORANDUM OF AGREEMENT (MOU)

This agreement is entered into between the Department of Interior, Office of the Chief Information Officer, (Agency) and the American Federation of Government Employees (AFGE), Local 1114 (Union), collectively referred to as “the parties.” Consistent with guidance from the Biden Administration and the Office of Management and Budget (M-23-15, *Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments*), the Department is taking steps to execute a government-wide effort to increase meaningful in-person work and engagement. As such the parties agree to the following:

1. An all-employee communication will be sent in May 2024 notifying Bargaining Unit Employees (BUEs) of the upcoming 50% in office requirement.
2. OCIO immediate supervisors will send impacted BUEs a specific notification in May 2024 including the specific core day requirements.
3. Monday of week 1 in each pay period is the core in-office day.
4. Core hours are between 10am to 2pm.
5. Impacted BUEs with a telework agreement that does not meet the requirement to be in the office 50% of the time will be canceled effective July 27, 2024. The 50% in office requirement is calculated by hours in the office, so full-time employees would have to be in the office 40 hours during a pay period.
6. Holidays and scheduled leave will not negatively impact employees. There is no requirement to adjust in-office days for employees who are on approved leave during one of their normally scheduled in-office days or if a holiday falls on a scheduled in-office day.
7. BUEs can work with supervisors to determine how they will meet the 40-hour requirement, considering the requirement for at least one core day per pay period.
8. BUEs who are impacted by the 50% in office requirement, beginning in May 2024, will need to modify their telework agreement and provide to their supervisor by July 19, 2024, for implementation starting July 28, 2024. Instructions on how to update telework agreements will be provided by their supervisor via electronic mail (e-mail).
9. BUEs will upload a copy of the telework agreement to the applicable course in DOI Talent after the supervisor electronically signs the form approving the telework schedule.
10. BUEs will send a completed form to the Human Capital Branch at ocio_hcb@ios.doi.gov.
11. Telework schedules that are part of an approved reasonable accommodation are outside the scope of this MOU.
12. An all-employee communication will be sent in June 2024 to serve as a reminder of the above-mentioned requirements. The draft communication will be provided to the Union for input prior to release.
13. The parties agree this MOU will remain in effect unless/until the parties reach any other signed agreement on the procedures to effect details that may conflict with this MOU.

Darren Ash
Chief Information Officer, OCIO

Shemeka Lawson
President, AFGE Local 1114

Department of the Interior, Agency Head Review

Department of the Treasury
Supplemental Documents

Department of the Treasury
January 2024 Submission

TREASURY WORK ENVIRONMENT IMPLEMENTATION DATA CALL RESPONSE

The work environment plans Treasury submitted this summer prioritize mission delivery and workforce engagement. These plans were developed using an internal study done in summer 2023 that examined the impact of telework on Treasury's recruitment, retention, and organizational performance.

Since we implemented the plans, we have seen steady increases in the percentage of in-person hours worked. According to the most recent data, 51 percent of hours are performed in-person by Treasury employees across the Department looking at both nationwide data and in the National Capital Region (NCR). In our headquarters component, Departmental Offices, 71 percent of hours are performed in-person.

(1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

Treasury's plans have been successful in maintaining the appropriate balance of in-person work for Treasury's bureaus and their varied missions. However, we understand there is a particular emphasis from OMB on increasing the percentage of in-person hours performed by employees who have telework agreements in the NCR.

NCR employees represent only 11 percent of total Treasury employees and the total percentage of employees who telework within the NCR represent just 7 percent of Treasury's workforce, but the in-person presence of these employees is lower than Treasury's overall percentages. In order to increase the hours these employees are spending in the office, consistent with OMB's directive, Treasury will modify its posture to require employees who telework to spend at least 50 percent of their time in the office.

This policy change will be announced by the Deputy Secretary the first week in February. He will direct bureaus to establish a baseline that their non-remote personnel with telework agreements work in-person at least 50 percent of the time each month to go into effect no later than May 5th, the start of pay period nine. Allowing bureaus sufficient time to implement this new baseline is essential given that many are in active labor negotiations and that policy revisions must be negotiated under collective bargaining agreements.

Altering Treasury's work environment plan in this way would be greatly facilitated by an OMB directive to agencies that mandates establishing a floor of 50 percent in-office work for telework employees. We have already seen a significant increase in EEO complaints and requests for reasonable accommodations as we have implemented our work environment plans.

(2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

All bureaus are expected to negotiate their policy revisions if required by their collective-bargaining agreements. Further, Treasury recognizes that the in-person work baseline might not be appropriate for every office, employee, or group of employees. Accordingly, the Department will establish a practice of granting bureaus the ability to submit an exception, consistent with the practices established at the Department of Justice and the Department of State, to this new requirement. Treasury will grant exceptions on a case-by-case basis. Exceptions will be granted focused on criteria including, but not limited to, the retention of specialized workers, recruitment of specialized or hard-to-fill positions, office-space/budget limitations, and evidence of potential significant negative impacts on mission delivery or pre-Covid precedent.

(3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

Over the next week, the Office of the Assistant Secretary for Management, in close coordination with the Deputy Secretary and Chief of Staff, will finalize the criteria for granting exceptions to the telework policy and will communicate the process to Treasury Bureau leadership.

In parallel, Treasury will continue its process of monitoring compliance with this new guidance through regularly reviewing attendance reporting and other data. We will also continue using our organizational health and performance frameworks to monitor impacts on mission delivery.

Department of the Treasury
Telework Policy(s)



Human Capital Issuance System

Chapter: 301

Transmittal Number: TN-18-001

Date: April 6, 2018

Office: Office of the Deputy Assistant Secretary for Human Resources and Chief Human Capital Officer/ Office of Human Capital Strategic Management

Subject: Treasury Telework Program

1. **PURPOSE.** This establishes the Department of the Treasury's policy for telework and authorizes the use of telework by the Department of the Treasury's bureaus and offices. This policy permits employees to work at pre-approved locations, other than the official duty station, to accommodate the needs of the agency.

An effective telework program will: (1) meet mission and operational needs; (2) improve the Department's ability to recruit and retain employees- including those with disabilities, in a highly-competitive labor market; (3) achieve management efficiencies and cost savings by reducing real property and associated energy costs needed for office space (e.g., through the use of hoteling); (4) support employee work-life balance and increase employee morale and productivity; (5) contribute to the continuance of the Department's essential functions during any operational disruption; (6) promote the health and safety of employees while providing an alternative work arrangement during an emergency event or major disruption, such as severe weather, a public health emergency, or other threat; and (7) reduce traffic congestion, energy consumption, and air pollution.

2. **SCOPE.** The provisions of this policy apply to all Treasury employees (as defined in 5 U.S.C. § 2105). Subject to the limitations described in the law, employees eligible to telework (routine, situational, or full-time) may do so regardless of the geographic location where they work (i.e., domestic, overseas). Requests to telework as an accommodation for a disability are governed by the Rehabilitation Act¹ and are subject to different standards and requirements than requests to telework for other reasons. This policy covers the Offices of Inspector General within the Department, but shall not be construed to interfere

¹ Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et seq.

with the authorities of the Treasury Inspector General, the Inspector General for Tax Administration, or the Special Inspector General for TARP.

3. **EFFECTIVE DATE**. This policy is effective as of the date of issuance.
4. **CANCELLATION**. Treasury HCIS, TN-12-004 dated April 19, 2012, is superseded.
5. **REFERENCES**.

This policy conforms to the following laws, regulations, Executive Orders, Office of Personnel Management (OPM) guidance, Office of Management and Budget (OMB) guidance, and Treasury Directives and policies:

- A. 5 C.F.R. 250-Personnel Management In Agencies
- B. 5 C.F.R. 430-Performance Management
- C. 5 C.F.R. 432-Performance Based Reduction in Grade and Removal Actions
- D. 5 C.F.R. 752-Adverse Actions
- E. 5 C.F.R. Part 2635-Standards of Ethical Conduct for Employees of the Executive Branch.
- F. 31 C.F.R. Part 0-Department of the Treasury Employee Rules of Conduct
- G. [Telework Enhancement Act of 2010](#) (the Act), Pub. L.111–292 and Pub. L. 114-328, 5 U.S.C. §§ 6501-6506 requires Federal executive agencies to establish policies under which eligible employees may be authorized to telework, provides for training and monitoring, policy and support, the designation of a Telework Managing Officer, reporting, and other requirements related to federal telework.
- H. [Implementing Telework Enhancement Act of 2010: Security Guidelines](#), M-11-28 (July 2011) provides guidance on security requirements for implementing the Act.
- I. [Implementing Telework Enhancement Act of 2010 IT Purchasing Requirements](#), M-11-20 (April 28, 2011) directs agencies to update policies on purchasing computing technologies and services to enable and promote continued adoption of telework. At the same time, purchasing policies must address the information security threats raised by use of technologies associated with telework.
- J. Treasury HCIS-TN-18-003 - Enhancing Workplace Flexibilities and Work-Life Programs, (March 2018) provides guidance to establish Departmental policy and procedures that enhance workplace flexibilities and work-life programs and, consistent with mission accomplishment, promote a workplace and culture that attract, empower, and retain a productive, engaged, and balanced workforce.

- K. [OPM Implementation Memorandum on Enhancing Workplace Flexibilities](#), (August 22, 2014) provides guidance on the right of an employee to request work schedule flexibility without fear of retaliation, including overview of various workplace flexibilities and worklife programs available to agencies and employees for their use.
- L. [Human Resources Flexibilities for Severe Weather, Natural Disaster, and other Emergency Situations](#), (August 11, 2016) provides guidance to the wide range of Human Resources (HR) policies and flexibilities currently available to assist federal employees affected by severe weather, natural disasters, and other emergency situations and make advance preparations in case use of these flexibilities are necessary.
- M. [Federal Continuity Directive 1 \(FCD 1\)](#), Federal Executive Branch National Continuity Program and Requirements (January 2017) directs the Federal Executive Branch departments and agencies in developing contingency plans and programs for continuity. Telework contributes to the continuity of operations objective to perform and maintain agency functions during an emergency. Specific references are found in the FCD 1 document at appendices G, I, and N.
- N. [OPM's A Guide to Telework in the Federal Government, \(April 2011\)](#). Outlines practical information to assist federal agencies, managers and supervisors, Telework Managing Officers, and other staff responsible for implementing telework, and employees.
- O. [US Department of State Memorandum-Requirements for Executive Branch Employees Teleworking in Foreign Locations](#), (June 7, 2016) provides guidance for sponsored domestic employees teleworking overseas (DETO) and other relevant resources are found at the [Telework at Treasury](#) website.
- P. [Treasury HCIS-TN-15-010-Treasury Non-SES Performance Management Policy](#), (September 15, 2015) provides guidance for managing the performance of employees occupying non-Senior Executive Service positions.
- Q. [Treasury HCIS-TN-12-01-Departmental Oversight of Management Functions](#), (November 1, 2011) guidelines for consistent departmental oversight, collaboration and accountability for bureau level management functions.
- R. [Treasury Security Manual \(June 17, 2011\)](#) provides guidance outlining the security functions of the Departmental Offices (DO), all Treasury bureaus, the Office of Inspector General (OIG), the Treasury Inspector General for Tax Administration (TIGTA), the Special Inspector General for the Troubled Asset Recovery Program, the TARP, the Office of Technical Assistance, HR Connect, and Community Development Financial Institutions Fund.
- S. [Treasury's Real Property Efficiency Plan](#): provides guidance outlining the Real Property Efficiency Plan and identifies tangible actions to employ footprint reduction.

This policy supplements policies and requirements contained in the references cited above; it is not self-contained, and must be read in conjunction with the cited references, any subsequent revisions or successor documents, and any applicable collective bargaining agreements.

6. **BACKGROUND.** Following a decade of incremental legislative steps, the Act codified a comprehensive framework for the establishment of telework programs by federal agencies. Generally, the conditions for and frequency of telework depend upon the mission of the agency and the roles and responsibilities of a particular bureau and its employees.
7. **POLICY.** Treasury policy is to provide employees the opportunity to participate in telework when practical and in support of the Department's mission while promoting the health and safety of personnel in the event of an emergency or disruption of normal operations. This policy permits eligible employees to work at pre-approved locations, other than the official duty station, to accommodate Treasury needs. Telework is contingent upon meeting Treasury and its bureaus business needs, including applicable security requirements. This policy shall be read in conjunction with the separately published Treasury Telework Program Supplemental Guidance, which is intended to aid in the implementation of this policy and may be periodically updated.
8. **DEFINITIONS.**

See Appendix A
9. **RESPONSIBILITIES.**
 - A. The Deputy Assistant Secretary for Human Resources and Chief Human Capital Officer (DASHR/CHCO) oversees the Treasury Telework Program through TD-12-31, *Delegation of Personnel Authority to Deputy Assistant Secretary for Human Resources and Chief Human Capital Officer*, as delegated from the Assistant Secretary of the Treasury for Management (ASM).
 - B. The Deputy Assistant Secretary (DAS) for Information Systems and Chief Information Officer, or designee, will partner with DASHR/CHCO to provide policy, standards, guidance, and technical assistance to Treasury Department CIOs regarding information systems and services that sustain Treasury's telework program, to ensure system capacity and security in support of fulltime remote work during emergencies as well as routine or situational telework.
 - C. The Deputy Assistant Secretary (DAS) for Treasury Operations, or designee, will partner with DASHR/CHCO to provide policy, standards, guidance, and technical assistance through the Treasury Operations Executive Council to Treasury Bureau Real Property Officers and Emergency Coordinators, related to the consideration of telework in workspace planning; and enable continuance of mission essential functions prior to, during, and following emergencies and other operational disruptions (e.g., severe weather, power outages, pandemics, and regional disasters).

- D. Heads of Bureaus and the Offices of the Inspector General, the Special Inspector General for Troubled Asset Relief Program, and the Treasury Inspector General for Tax Administration, or their designees, as it relates to their respective bureaus and offices, shall:
- a) Ensure compliance with this issuance;
 - b) Establish a telework program and associated policy;
 - c) Appoint a bureau telework program coordinator(s) to serve as a contact and liaise with the DASHR/CHCO, where possible and appropriate, to support bureau/office missions as outlined in Section 10.H in this issuance;
- E. The Telework Managing Officer (TMO) reports to the DASHR/CHCO or designee to:
- a) Draft policy and oversee implementation related to Treasury-wide telework programs;
 - b) Recommend goals and metrics to evaluate the effectiveness of the program;
 - c) Establish data collection to evaluate program costs and cost savings, as well as quantifiable benefits associated with telework,² in accordance with DASHR/CHCO direction
 - d) perform other duties (e.g. identify training and resources, and coordinate department-wide initiatives and reports as required).
 - e) Serve as:
 - i. an advisor for agency leadership;
 - ii. a resource for managers and employees;
 - iii. a contact for OPM on Treasury-wide telework matters.
- F. The Bureau Telework Coordinator(s) shall confirm:
- a) the designation of telework eligibility for all bureau employees³ (or employee's position-optional) in HR Connect (or similar system);
 - b) that every teleworking employee has an approved telework agreement and has completed mandatory training prior to commencing telework;
 - c) the integration of telework into bureau emergency and continuity plans;
 - d) that telework hours, instances of routine and situational telework, and telework eligibility are transmitted through the bureau's time and attendance system to OPM, via the National Finance Center (NFC), and that the time and attendance codes for telework mirror the reporting requirements as outlined in 5 U.S.C. § 6506 (b)(2)(A)(iii);

² Federal Telework: Better Guidance Could Help Agencies Calculate Benefits and Costs, GAO 16-551, July 15, 2016

³ The Act requires that all employees (not just teleworkers) have a determination of eligibility for telework, and are advised of that designation. Treasury managers use the HR Connect system to record the eligibility determination where it is also visible to the employee. OPM requires the designation to be made at the individual employee level. However, bureaus may also designate their employees by position.

- e) that data collection methods are in place to evaluate program effectiveness, cost savings (e.g., real estate/lease savings), and other quantifiable benefits associated with telework;
- f) that appropriate program compliance monitoring and oversight tools and practices are in place (e.g., a telework agreement library and a means to track and record telework denials);
- g) that the bureau meets all telework reporting requirements for OPM, the Department or any other appropriate requestor;
- h) that the bureau sets annual telework goals and as part of the annual OPM Report to Congress for telework participation and other non-participation goals (e.g., real estate/lease savings and associated energy costs, travel/transit subsidy savings);
- i) that all telework program information, policies, resources and tools are readily available to every employee and manager (e.g., on bureau's intranet); and
- j) that the bureau fulfills all labor obligations at the level of recognition.

10. **REQUIREMENTS.**

Bureaus must establish policies, procedures and practices that encourage the ability to leverage talent Department-wide. To enhance workplace flexibilities and work-life programs consistent with mission accomplishment, to promote a workplace that attracts, empowers, and retains a productive, engaged, and balanced workforce, each Treasury bureau shall at a minimum:

- A. Establish a telework program and policy that supports its specific mission and is consistent with this policy. The Bureau telework program and policy shall address:
 - a) the requirements of the Treasury policy;
 - b) the responsibilities of the Bureau HRO or designee;
 - c) the responsibilities of the TMO and Bureau Telework Coordinator;
 - d) the responsibilities of supervisors of teleworkers, including the appropriate reasons for denying a requested telework arrangement;
 - e) the responsibilities of teleworking employees, including to maintain an acceptable level of performance, not to negatively impact the work of other members of the work group (e.g., co-workers, supervisors), and to ensure that the telework arrangement supports the accomplishment of the bureau mission;
 - f) the specific criteria governing the eligibility to participate in telework, including the requirements and limitations set forth in the Act;
 - g) the procedures employees must follow to be granted the privilege of becoming a teleworker, including all statutory and bureau mission requirements (e.g., must be telework eligible, must complete a telework agreement, must complete telework training);
 - h) the requirement that telework-ready employees perform emergency telework during operational disruptions or building closures (e.g., severe weather),

including before delayed arrival and after early dismissal.⁴ Situations where management may implement emergency telework include:

- (i) an employee is temporarily prevented from regularly commuting to their official worksite (duty station) due to an emergency such as a severe weather emergency (e.g., hurricane, flood, severe heat and humidity), mass transit interruptions, or any other unique situation when the agency is closed or access to the agency facility is compromised;
 - (ii) when business resumption and/or continuity of operations plans are in place.
- i) the teleworker's and the bureau's respective responsibilities for providing support, materials, and equipment in connection with telework (e.g., laptops, printers, phone, supplies, Internet service, etc.);⁵
 - j) telework location safety considerations related to workers' compensation, information technology and cybersecurity guidelines, as outlined in [OPM Telework.gov](https://www.opm.gov/telework);
 - k) data collection methods for telework reporting and program effectiveness, and the identification of those responsible for the record keeping and reporting requirements for both the daily operational aspects and annual reports to OPM (e.g., the annual *Status of Telework in the Federal Government Report to the Congress*);
 - l) the availability of fulltime telework option as a tool to support workforce restructuring and real estate cost reductions;⁶
 - m) the option to adopt a sponsored domestic employee teleworking oversees (DETO) telework arrangement (**See Appendix B**), taking into account IT and security practices and whether doing so is consistent with accomplishment of bureau mission and;
 - n) any other bureau specific requirements.
- B. Determine the eligibility of all bureau employees to participate in telework based on the specific duties of the position.
- C. Communicate the telework eligibility status to every employee through HR Connect or similar system.
- D. Communicate that employees are ineligible to telework if they have been officially disciplined either for being absent without permission for more than five days in any calendar year, or for viewing, downloading, or exchanging pornography, including

⁴ All telework-ready employees must either perform scheduled or unscheduled telework during emergencies or use appropriate leave, previously earned credit hours, or previously earned comp time in accordance with bureau policies and/or collective bargaining agreements. Granting excused absence (paid administrative leave) to telework-ready employees is not appropriate unless the telework location is also inoperable due to the same emergency disrupting the government's operations (e.g. power failure due to extreme weather).

⁵ Bureaus may wish to consult with their Counsel concerning the implications of appropriations law for this subject.

⁶ For bureaus interested in developing a fulltime telework policy, guidance is available through the bureau's Telework Coordinator.

child pornography, on a Federal Government computer or while performing official Federal Government duties.

- E. Communicate if the employee's performance does not comply with the terms of the written agreement between the manager and employee, the employee may not be permitted to telework.
- F. Integrate telework into emergency and continuity plans.
- G. Designate a bureau Telework Coordinator to: (1) represent the bureau on the Treasury Telework Team; (2) ensure telework program compliance and integrity; (3) act as a resource for bureau managers and employees; and (4) meet bureau and/or Department telework data tracking and reporting requirements to Congress, OPM, Treasury CHCO, or other appropriate requesting authority.
- H. Adhere to the following minimum requirements in connection with telework eligibility and participation⁷:
 - a) minimum employee eligibility criteria includes all employees, except those identified as ineligible under the Act, and all positions conducive to teleworking (i.e., positions that do not require daily handling of sensitive materials, performance of onsite activities that cannot be handled at an alternate worksite);
 - b) participation in telework is voluntary,⁸ but bureaus must ensure that every employee (even if they do not telework) has and maintains a designation of telework eligibility in HR Connect (or other similar system);
 - c) notify new hires of their telework eligibility within the required timeframe;
 - d) employee participation in telework may not alter the terms and conditions of employment, including an employee's base salary, benefits, individual rights or obligations;
 - e) matters regarding pay, such as a change in official duty station, overtime, leave, and travel entitlements, are administered in accordance with current law, rule, and regulations;
 - f) telework may not affect other conditions of employment (e.g., hours of work), specified in a written telework agreement;
 - g) telework may not excuse an employee from performing obligations such as official travel, attending face-to-face meetings and communicating with supervisors, colleagues and customers;

⁷ For additional guidance on participation and eligibility, refer to OPM's [A Guide to Telework in the Federal Government](#)

⁸ "Although entering into the telework arrangement is voluntary, once the employee is under such an arrangement, he or she may be required to telework outside of his or her normal telework schedule in the case of a temporary emergency situation if that understanding has been clearly communicated by the agency to the teleworking employee in the written telework agreement." This may also apply for those "circumstances when the position and/or individual has 1) been pre-identified as performing critical essential functions, 2) is an identified member of the Continuity Team or Emergency Relocation Group (ERG), and 3) has committed to continuing performance of their duties following any disruption that affects normal business operations, as possible." (OPM, Guide to Telework in the Federal Government, April 2011)

- h) consideration will be given to suspending, modifying or terminating the telework agreement of an employee who fails to comply with the terms of the telework agreement or whose performance diminishes;
- i) requests to telework as an accommodation for a disability are governed by the Rehabilitation Act⁹ and are subject to different standards and requirements than requests to telework for other reasons. Managers and supervisors must therefore ensure they are aware when a telework request is associated with a request for accommodation. A manager or supervisor that receives a request to telework as an accommodation for a disability will consult with the bureau's reasonable accommodation manager and/or counsel to fully understand managers' and supervisors' responsibilities under the law, including the requirement to engage in an interactive process with the requester.

J. Bureaus must ensure that appropriate practices are in place to monitor telework compliance. For more information refer to the Treasury Telework Program, Supplemental Guidance which is associated with this issuance.

K. Adhere to the following requirements in connection with telework agreements:

- a) Telework agreements are required for an employee to telework to any extent, including situationally and routinely;
- b) The terms and conditions under which an employee will perform work while teleworking must be clearly set forth by the bureau in a written telework agreement that is signed by the supervisor and employee;
- c) Managers are required to respond within 20 business days to employee requests to participate in telework, unless bureau policy requires a shorter response time;
- d) The requirements outlined in the telework agreement must align with the Act, this policy, and any applicable collective bargaining agreements, and may be supplemented to satisfy any additional bureau criteria.

All telework agreements must include the following information:

- a) Telework Location: Provide the details of the telework location options permitted by bureau policy (e.g., at home, satellite office or other approved location), including the address, and contact information.
- b) Telework Type: Routine or Situational. Bureaus who use different terminology for telework types must be able to equate them to one of the above;
- c) Telework Schedule:
 - i. For routine fixed schedule, identify specific hours and/or days per week the employee will work at the alternative work location;
 - ii. For routine flexible schedule, describe the arrangement including a timeline of when the employee must advise the manager in advance of the planned specific hours/days of telework;

⁹ Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 *et seq.*

- iii. The employee must report to the official Post of Duty (POD) for a full tour of duty at least twice a pay period, except in the case of a full-time telework arrangement;
- iv. Use of satellite offices does not replace the requirement of the employee to report to the official POD at least twice a pay period;
- v. Routine full-time telework (including temporary or hardship arrangements), requires a personnel action to change the employees pay and approved telework site as the official POD, to occur upon entering the agreement but no later than 120 days of the change in schedule or relocation.
- vi. The arrangement stated above may have consequences for locality pay, local taxes, benefits, travel, and reduction-in-force procedures for the employees of those bureaus who choose to adopt this telework option to include temporary or hardship arrangements.
- vii. Bureaus shall determine, what if any, core hours are required for employees with a full-time telework schedule;
- viii. For situational telework, employees must request approval for each instance of telework in advance.

d) Emergency Telework Requirements: Clearly explain the employee’s obligation to telework in the event of severe weather or other occurrence that disrupts normal business operations (e.g., Continuity Plan activation¹⁰ or pandemic situation) and include any procedures that must be followed. In most cases, telework-ready employees must perform emergency telework, or use previously earned comp time, credit hours or leave in accordance with bureau policies and/or collective bargaining agreements. Use of excused absence (paid administrative leave) for telework-ready employees is disfavored and will be granted only in exceptional circumstances and on a case by case basis, for example:

- i. A fire breaks out in the immediate office of an employee. The employee is immediately evacuated from his/her POD and does not have time to gather his/her laptop and work files to finish teleworking from home. Normally the telework ready employee completes their day at the telework site. In this case, if the manager determines there is no other work the employee can do without a laptop, the employee could be approved for excused absence.
- ii. The employee’s POD is closed due to a severe weather event. The teleworking employee begins to telework and his/her laptop fails. IT cannot resolve the problem remotely, and the manager determines there is no other work for the employee. The employee cannot be directed into the POD and could be approved for excused absence.

¹⁰ “During any period that an executive agency is operating under a continuity of operations plan, that plan shall supersede any telework policy.” 5 U.S.C. § 6504(d)(2).

Washington D.C. based employees will follow OPM guidance found in [Washington, D.C. Area Dismissal and Closure Procedures](#).¹¹

- e) Equipment and Supplies: Identify the office equipment, information technology equipment and supplies required for the employee to telework and identify the party responsible for each;¹²
- f) Safety Checklist: Include a safety checklist signed by the employee, ensuring that his or her home/workspace is safe and in compliance with bureau safety requirements/guide lines. Upon appropriate notice the bureau/office manager or designee has the right to inspect the alternative worksite and equipment to be used by the employee to ensure that the proposed location is safe, all security and records management requirements are met, and all equipment is installed and performing properly;
- g) Communication: Explain the employee's responsibility to be available and to maintain timely communication, as needed, with his supervisor, co-workers and/or customers while teleworking, and identify the communication methods required;
- h) Restrictions: Identify any restrictions while working at the telework location such as he/she cannot work at home with sensitive material or PII, and include a liability statement per bureau policy;
- i) Security, Privacy and Records Management: Include an acknowledgement that the employee will comply with all current information security, privacy and record keeping measures including loss/compromise reporting requirements and any associated bureau policy. Also, include a Privacy Act Notice at the bottom of the telework agreement form identifying the authority for collection and routine use of personal information, as well as the consequences of declining to provide the information.
- j) Recording Telework Hours: Include the requirement that the employee will accurately code all telework time through the bureau's timekeeping system. Bureau telework codes must mirror the reporting requirements outlined in Section 6506(b)(2)(A)(iii) of the Act. A Teleworker may also be a mobile (field) worker, but not concurrently, and will record telework hours and mobile work hours separately in the timekeeping system;
- k) Employee Certification: Include a certification that the employee meets and will maintain the requirements for eligibility to telework, including that he or she has completed any mandatory training prior to commencing telework; the employee will provide the manager with a training completion certificate;
- l) Telework Denials: Include the option for the supervisor to deny the employee's request for telework participation, and provide space for the supervisor to state the business justification in the event he or she does so. The bureau telework coordinator must track all telework denials.

¹¹ OPM's "telework.gov" website features the latest version of the *Washington, D.C., Area Dismissal and Closure Procedures*

¹² In the case of telework provided as a reasonable accommodation, the reasonable accommodation process will determine what equipment is provided incident to it.

L. Adhere to the following requirements in connection with the denial, termination or suspension of an employee's participation in telework:

- a) A telework agreement between an employee and supervisor may be terminated at the discretion of the supervisor or employee, with proper coordination;
- b) Management decisions to deny, terminate or suspend an employee's participation in telework must be based on the employee not meeting or maintaining bureau telework eligibility requirements and made in accordance with the bureau telework policy and any applicable collective bargaining agreement;
- c) Denials, terminations and suspensions must be provided to the employee in a timely manner and in a writing that includes the reason(s) for the action. A copy of the action must be provided to the bureau telework coordinator. Bureaus are also encouraged to work closely with their labor relations specialists, as applicable;
- d) While employees have the right to withdraw from participating in telework, the employee will provide as much advance notice as is practicable to facilitate the processing of personnel actions and the setting up of a work space, where necessary. Employees retain their "telework-ready" status until the first day of the pay period following the one during which they advise their supervisor of their withdrawal;
- e) Make the established grievance process available to employees who are denied, or have limitations placed on, the opportunity to participate in telework. For employees covered by a collective bargaining agreement that does not exclude telework from the scope of its grievance procedure, the negotiated grievance procedure will govern;
- f) Employees may also file an EEO complaint if they are denied telework and believe it is due to race, color, sex, national origin, religion, protected genetic information, age, disability, or reprisal for prior protected EEO activity.

11. **ACCOUNTABILITY.** The Department may periodically review a bureau's telework policies, records, and actions to ensure compliance with applicable telework regulations and policies.

12. **REPORTING.** Bureaus must report on the status of telework programs to DASHR/CHCO as part of routine program management, as required by OPM in preparation for the annual *Status of Telework in the Federal Government: Report to Congress*, or in response to inquiries from other external entities. Data elements requested may vary. At a minimum, bureaus shall be prepared to provide¹³ DASHR/CHCO:

- i. the total number of employees in the agency;
- ii. the number of employees who are designated as eligible to telework;

¹³ Starting in FY 2017, OPM will require federal agencies to align their time and attendance systems to automatically transmit to OPM (via NFC) telework hours and telework instances for the routine and situational categories, during routine payroll transmissions. This will greatly reduce the burden on agencies to extract telework participation data.

- iii. the number of employees who have an approved telework agreement on file;
- iv. the number and percentage of eligible employees who are actively teleworking;
- v. a count of teleworking employees broken out by the following categories:
 - i) 3 or more days per pay period;
 - ii) 1-2 days per pay period;
 - iii) once a month; or
 - iv) on an occasional, or situational basis
- vi. a list of full-time teleworkers, post of duty, emergency post of duty, and POD locality pay;
 - e.g. John Teleworker, WDC headquarters-duty station/ home/telework location, emergency post of duty building code 12345 within 50 miles of telework location, locality pay, certification for all telework requirements met, and the name of the authorizing official on a bi-annual basis (January and July);
- vii. an assessment of the costs/benefits of telework, taking into account reduced energy use, reduced/avoided real estate costs, commuter cost savings, recruitment and retention, performance, productivity, and employee attitudes and opinions regarding telework; and
- viii. a list of employees who are performing telework as a sponsored DETO, including the approved telework location, home bureau/office, and start and end date of the arrangement.

13. **OFFICE OF PRIMARY RESPONSIBILITY.** Office of the Deputy Assistant Secretary for Human Resources/Chief Human Capital Officer

Ronald D. Sanchez

Ronald D. Sanchez
 Acting, Deputy Assistant Secretary for Human
 Resources and Chief Human Capital Officer

Appendix A

DEFINITIONS

- A. Domestic Employee Teleworking Overseas (DETO): a U.S. government employee assigned to a domestic position, but teleworking from an overseas location. A DETO may be sponsored or independent. A sponsored DETO is on the U.S. Government (USG) orders of a spouse or partner. An independent DETO is not on the orders of a USG spouse or partner. Note: For the purpose of this policy, only sponsored DETO's will be accepted.
- B. Emergency Events: circumstances resulting in the closure or inaccessibility of Treasury or a bureau.
- C. Emergency Telework: the direction to telework ready employees that they must telework temporarily during an emergency.
- D. Full-Time Telework: a telework arrangement under which the employee teleworks full-time, without the requirement to report to any other Post of Duty (POD) at least twice a pay period.
- E. Hoteling: practice of providing shared office space to teleworking employees at their official duty station.
- F. Local Commuting Area: the geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities within a reasonable commuting distance.
- G. Mobile Work: a work arrangement characterized by routine and regular travel each pay period to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY).
- H. Official Worksite/Duty Station: the work location used to determine an employee's locality pay rate. For more information, go to OPM's [Fact Sheet: Official Worksite for Location-Based Pay](#).
- I. Remote Work: a work arrangement in which the employee resides and works at a location beyond the local commuting area of the employing organization's worksite or to describe a full-time telework arrangement. Remote work but does not include any part of work done while on official travel or mobile work.

- J. Routine Fixed Schedule: telework scheduled in advance for the same days of the week and hours of the day on an ongoing basis.
- K. Routine Flexible Schedule: telework approved in advance for a fixed number of days or hours per pay period, but permits the employee to change the specific days or hours of telework per pay period with advance approval.
- L. Routine Telework: an ongoing, regular schedule of one or more telework days per pay period with the requirement to report to the Post of Duty (POD) at least twice each biweekly pay period. Note: Full Time telework is also considered routine telework but does not require reporting twice a pay period.
- M. Satellite Office Site: bureau worksite other than the employee's official duty station and at which an employee is approved to telework (if permitted in bureau telework policy).
- N. Scheduled Telework: telework as specified and approved in the telework agreement (fixed schedule or flexible schedule:), or if requested and approved in advance by the manager on a case-by-case basis.
- O. Situational Telework: a telework arrangement under which each instance of telework is requested and approved on a case-by-case basis, including where warranted, same day requests, however, the employee may not telework until the request is approved.
- P. Telework: a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.
- Q. Telework Agreement: a written (hard copy or electronic) agreement, completed and signed by an employee and his/her manager that outlines the terms and conditions of the telework arrangement.
- R. Telework Eligibility: requirements specified in bureau policy that must be met by the employee as a condition to participating in telework.
- S. Telework-Ready (for emergencies): employees who have an approved Telework Agreement, necessary equipment, and work files at their telework location (or transportable to the telework location) to perform required duties during any emergency that changes operational status.
- T. Teleworker: an employee who, with an approved telework agreement and completion of mandatory training, works at a location(s) or work site(s) other than the location from which the employee would otherwise work, for all or part of the work week.
- U. Temporary Telework Arrangements: situations where an agency may designate the location of the alternative worksite as the official worksite of a routine teleworker. This temporary arrangement is acceptable even though the employee is not able to report at least twice each biweekly pay period on a regular and recurring basis to the

regular worksite. For more details *Temporary Telework Arrangements* at OPM's [Fact Sheet: Official Worksite for Location-Based Pay Purposes](#)

- V. Telework Location: location away from the official duty station that has been approved for the performance of officially assigned duties. Examples may include the employee's home, a satellite office site, or other approved location. Telework locations do not include other non-bureau government offices. (Exception: The approved telework location becomes the official duty station for those employees on permanent Full Time Telework arrangements.)
- W. Treasury Telework Team: team led by the Treasury Telework Managing Officer (TMO) and comprised of one or more bureau appointed telework leads. The team generally meets once per month to address policy issues, program improvements, compliance and oversight, reports and other relevant issues. This team also contributes bureau telework data for the annual Congressional report "Status of Telework in the Federal Government".
- X. Unscheduled Telework: work from the approved telework location on a day the employee is not otherwise approved to telework, when severe weather conditions or other emergency circumstances lead to an official announcement from OPM (or other appropriate authority).

Appendix B

Interim Government-wide Domestic Employees Teleworking Overseas (DETO) Guidance

General: Considerations for U.S. government Executive Branch Agency Employees that encumber domestic positions teleworking in foreign areas.

Applicability: This interim guidance applies to all U.S. government Executive Branch agencies and employees. This interim guidance does not apply to USG employees under the command of an area military commander, on the staff of an International Organization, or to Voice of America correspondents on assignment.

References:

1. Telework Enhancement Act of 2010
2. Foreign Service Act of 1980
3. Omnibus Diplomatic Security and Antiterrorism Act of 1986
4. Presidential Directive –
 - a. National Security Decision Directive 38
 - b. President’s Letter of Instruction to Chiefs of Missions
5. Information on telework law found on the shared OPM and General Services Web site. See the [telework legislation listing](#)
6. Department of State Standardized Regulations (DSSR)
7. 5 C.F.R 531.605
8. OPM Pay Administration’s Fact Sheet: Official Worksite for Location Based Pay Purposes
9. Department of State Foreign Affairs Manual (FAM)

Executive Branch Agencies considering arrangements that will result in an employee, assigned to a domestic position, teleworking in a location that is outside of the United States, must meet additional requirements that apply to the conduct of official USG activities and operations in overseas locations. Among other things, these authorities address the Chief of Mission’s (COM) authority over activities, operations, and employees of the U.S. government Executive Branch conducting official business in overseas locations and security responsibility for USG employees and accompanying dependents. These requirements are in addition to the requirements addressed in the Telework Enhancement Act and other applicable telework authority, supporting OPM policy and relevant agency policy. In order to meet required standards, agencies will be responsible for additional costs that, in some cases, may be significant.

Seeking COM Approval:

Permanent Activities: Permanent activities include official government activities that are required or envisioned for one year or more. If an agency intended to establish a telework arrangement for one year or more, it must follow procedures outlined in the National Security Decision Directive 38 (NSDD 38).

Temporary Activities: Temporary activities include official government activities that are required for less than one year. If an agency intends to establish a telework arrangement for less than one year, it must obtain COM approval through the country clearance process.

COM Considerations:

According to Presidential directive and legislation, the COM has specific responsibilities for all USG activities, operations, and personnel conducting official USG business in overseas locations. These responsibilities cannot be waived or delegated. The same directives and legislation require USG Executive Branch agencies conducting official business to fall under the authority of the COM and comply with all COM directives and policies. The authority of the COM is not limited to activities that affect the host country.

Security Responsibility: As with all USG personnel conducting official activities in overseas locations, the COM will consider factors related to safety and security of the USG employee. Presidential directive makes the COM responsible for the security of the employees and requires employees of USG agencies to follow the security and all other directives of the COM. COM directives may include specific policies on the protection of USG information, which may be more restrictive than the parent agency's domestic information technology policies.

Privileges and Immunities: As described in 2 FAM 221, the Department of State, in consultation with the COM, must determine if the employee qualifies for Privileges and Immunities and then weigh and analyze potential risks to employee, the work that the employee performs, and the interests of the USG.

Local Labor and Tax Laws: Local labor and tax laws may apply to the employee's work, and the agency and employee must ensure appropriate compliance (e.g., obtain necessary work visas) before the COM will approve the activity.

Requesting Agency Considerations:

Assignment Location: The official worksite for an employee covered by a telework agreement not scheduled to report at least twice each bi-weekly pay period on a regular and recurring basis to the regular worksite typically will be the location of the telework site.

Pay and Allowances: Overseas allowances and differentials for civilian employees are governed by the Department of State Standardized Regulations (DSSR). Employees, as defined in the DSSR, may be eligible for its overseas allowances and differentials. In accordance with DSSR 013, the head of an agency may issue such further implementing regulations as may be

necessary, within the scope of the DSSR. This means that agencies can adopt implementing regulations that are more restrictive than the DSSR.

Passport/Visa: Agencies will need to confirm that the teleworking employee has the proper documentation such as passports, visas, or any additional work permits required to perform work for the USG overseas.

Local labor and tax laws: See Above

Contingency Planning: Agencies must be prepared to address any problems with the telework arrangement, including situations when the employee is no longer able or willing to work from their home, when the employee or agency wants to terminate the telework arrangement and/or when the employee return(s) to the United States, or is ordered to depart the country by the COM.

Other costs: Agencies may be responsible for funding security and administrative support for positions located overseas. These costs are generally addressed through the Interagency Cooperative Administrative Support Services (ICASS) system; however, other direct costs may apply to meet required standards. Agencies may be responsible for funding travel expenses during the course of the telework arrangement if he or she must travel to other posts or return to the United States for official duties such as periodic consultations or training.

Unaccompanied or Partially Unaccompanied Posts: Telework from posts or countries that are unaccompanied, partially unaccompanied, or where an authorized or ordered departure is in effect is prohibited unless the Under Secretary of State for Management (M) waives the prohibition in accordance with procedures described in Waivers of Travel Prohibitions (3 FAM 3776). Waivers for unaccompanied posts will only be granted in unusual or compelling circumstances.

Sample DETO Telework Agreement

DETO TELEWORK AGREEMENT

Between the Department of State, the Department of the Treasury, Treasury Bureau _____, and Employee _____ for DETO Telework.

The supervisor and the employee should each keep a copy of the agreement for reference. In addition, a copy should be sent to the Treasury Telework Managing Officer; the Bureau Telework Coordinator of the employing bureau; and the Bureau Budget Office.

1. Voluntary Participation

Employee recognizes that the Domestic Employee Teleworking Overseas (DETO) arrangement is not an employee benefit or entitlement, but is rather an additional workplace flexibility option that the Bureau may approve to allow direct-hire employees assigned to domestic positions to accomplish duties/work from an overseas location. Employee voluntarily agrees to work at the agency-approved alternate work site indicated below and to comply with all applicable Department policies and procedures.

2. Salary and Benefits

Bureau agrees that a DETO arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade of the position. Approved DETOs are entitled to their base salary. The employee is not eligible for domestic locality pay, pursuant to 5 C.F.R 531.605, while on DETO arrangement. Employee and supervisor agree to notify bureau Telework Coordinator for purposes of processing a change in duty station to overseas location and taking necessary steps to stop domestic locality pay. Travel entitlements may vary based on factors such as the official worksite (consistent with 5 C.F.R 531.605), and whether the employee is on orders as an eligible family member of a USG spouse or partner. Travel entitlements are governed by the Foreign Affairs Manual, the Foreign Affairs Handbook, and other applicable statutes, regulations, and guidance. Eligibility for overseas/foreign allowances and differentials is governed by the Department of State Standardized Regulations and Foreign Affairs Manual. The employee is not authorized to receive overseas/foreign allowances or differentials as a DETO in his or her own right. In cases where there is a sponsoring spouse or partner who is assigned overseas, however, the sponsor may be eligible for allowances on the DETO's behalf based on family size. The employee will be required to repay the Department for any allowance or differential payments he/she receives to which he/she is not entitled and his/her obligation to repay cannot be waived if he/she knew or should have known that he/she was being erroneously paid and failed to take corrective action.

3. Duty Station and Alternate Work Site

Agency and employee agree that the employee's official assigned position of record is located at:

Employee's approved alternate worksite is:
(Embassy/post/residential address) _____

4. Official Duties

Unless otherwise instructed, employee agrees to perform official duties only at the regular office or agency approved alternate work site. Employee agrees not to conduct personal business during normal working hours at the alternate work site. Post management reserves the option to inspect alternate work sites during normal working hours with prior notice of at least 24 hours for purposes of compliance with the Office of Safety and Health Administration (OSHA) rules and regulations.

Position duties include: (these can either be placed within the agreement or as a separate attachment)

5. Work Schedule and Hours of Duty

Consistent with the bureau's policies on a flexible or alternative work schedules, agency and employee agree upon the following telework schedule:

Employee will receive Washington holidays and is not entitled to local holidays of the overseas location. The employee is not entitled to premium pay or compensatory time off for working their regular hours on a local holiday. If the alternate worksite is the embassy and it is closed due to a local holiday, the employee must work from another worksite approved by the supervisor (e.g., the employee's home) or use annual leave or previously earned compensatory time.

Day(s) working at the alternate work site:

Week 1 (first week of each pay period)

Monday: From: __ am to __ pm

Tuesday: From: __ am to __ pm

Wednesday: From: __ am to __ pm

Thursday: From: __ am to __ pm

Friday: From: __ am to __ pm

Week 2 (second week of each pay period)

Monday: From: __ am to __ pm

Tuesday: From: __ am to __ pm

Wednesday: From: __ am to __ pm

Thursday: From: __ am to __ pm

Friday: From: __ am to __ pm

For full-time employees, each day includes a _____ minute lunch (30 minutes to one hour). For full-time employees, the schedule should clearly indicate 40 hours per week, not inclusive of lunch.

6. Time and Attendance

Supervisor agrees to ensure the DETO (employee's) timekeeper has a copy of the employee's work schedule. Employee agrees to submit notice of hours worked at the alternate site on a biweekly basis to his/her supervisor, and the supervisor agrees to certify the hours worked,

consistent with the bureau's policies. Employee agrees to follow established bureau policy and office procedures for requesting and obtaining approval of leave.

7. Overtime

The supervisor may pre-authorize overtime if additional hours of work are necessary. The existing rules governing overtime in Title 5 U.S.C. and the Fair Labor Standards Act apply to telework arrangements.

All overtime must be approved in writing in advance. Officially ordered or pre-approved overtime work performed by an employee who spends all hours of work in a foreign area may be compensable under Title 5.

8. Administrative Support/ Equipment

_____ will be enrolled in the (*Bureau Specific IT Access*) that has been configured for access to _____ unclassified e-mail and directories.

Other support: In cases where there is a sponsoring spouse/partner, for other ICASS services and workload counts unrelated to this telework agreement, post will provide _____ the same level of administrative support as provided to spouses of direct-hire American officers. This includes services such as: CLO services, APO privileges, and accreditation. Any additional services required in support of their official duties would require subscription for the relevant cost centers to be funded by the home bureau.

9. Security/Medical

Employees who are approved for a DETO arrangement will not work on or have access to classified information at the alternate work site unless the approved alternate worksite is at the embassy/consulate and the required security standards have been met and are in place. DETOs will comply with current standards for remote operations as set forth in 12 FAM 625.2-3, Administrative Security – Telecommuting. Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see 12 FAM 540.)

_____ will make available any residential alternate work site for survey by post Regional Security Officer to ensure that information security requirements are observed and official documents are properly handled.

If _____ qualifies for eligibility for the Medical Program based on family member status pursuant to 16 FAM 122.2, he/she will obtain a medical clearance for the overseas location of _____ from the Office of Medical Services. Copies of the clearance will be provided to Embassy _____ and (bureau) _____.

10. Liability

The employee understands that the U.S. government will not be responsible for damages to an employee's personal or real property while the employee is working at the approved alternate work site, except to the extent the U.S. government is responsible under applicable law.

11. Work Area

The employee agrees to complete Form DS-1963, Safety Checklist for Home Based Telecommuters, certifying conformance with safety standards at the alternate site. The employee should provide a copy of this form to the employing bureau's Telework Coordinator no later than 30 days after commencement of work at the overseas location.

12. Alternate Work Site Costs

The employee understands that the U.S government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternate work site, for example, home maintenance, insurance, or utilities. Work-related long-distance (domestic and international) phone calls will be reimbursed by the bureau in accordance with applicable law, regulations, and policies (See 3 FAM 2367.3). Any ICASS costs incurred in relation to the DETO are the responsibility of the employing bureau, pursuant to 3 FAM 2368.12.

13. Injury Compensation

Employee understands that the U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP) provides eligibility for coverage to federal civilian employees for on-the-job injury, illness, and to eligible survivors in the event of a work-related death. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternate work site and to complete any required workers' compensation claim forms. The supervisor agrees to take appropriate action immediately.

14. Work Assignments/Performance

Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the performance plan and appraisal, as applicable. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternate work site arrangement.

15. Records Management

Employee agrees to protect U.S. government or agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Sensitive but unclassified (SBU) information will be handled in accordance with 12 FAM 540.

16. Standards of Conduct

Employee agrees he or she is bound by agency standards of conduct while working at the alternate work site. Nothing in this agreement precludes the bureau from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement or regulations contained in 3 FAM 2360.

17. Chief of Mission Authority

As a U.S. government Executive Branch employee, while teleworking overseas the employee is subject to Chief of Mission (COM) authority, although the employee will not be included in Post's staffing pattern or considered part of Post's regular staffing compliment. The COM must

be notified and agree to the DETO's employment arrangements prior to the DETO's arrival at post through the NSDD 38 or country clearance procedures.

18. Duration and Cancellation

In cases where there is a sponsoring spouse or partner, this telework arrangement terminates automatically upon completion of the employee's spouse or partner's tour of duty in _____ on _____. In all other cases, the DETO arrangement is limited to two years. Additional time, on a biennial basis, may be requested by presenting an amended DETO agreement and seeking permission from the Chief of Mission through the NSDD 38 approval process. This DETO reapproval process also applies in cases where the USG spouse or partner has had his/her posting extended through an amendment of orders. The employee may cancel the telework agreement at any time with prior notification of at least two pay periods by providing a written justification to his/her supervisor for consideration. The employee's supervisor may cancel or adjust the telework arrangement based on the needs of the office at any time with prior written notification of at least two pay periods. Nothing in this agreement precludes the employing office from terminating the telework arrangement and requiring the employee to report to the domestic location of the assigned position of record.

* *This telework arrangement will be reviewed by the employee's supervisor on a semi- annual basis to ensure that it meets the needs of the office and the employee.**

Employee's Signature & Date

Supervisor's Signature & Date

Employing Bureau Head, Signature & Date

Host Executive Office, Executive Director Signature & Date

Local (Receiving Post's) Management Counselor Signature & Date:

Procedures for Submitting a NSDD 38 and Country Clearance Requests for a DETO

Per Presidential Directive and legislation, with some limited exceptions Executive Branch employees conducting official business in foreign areas are subject to Chief of Mission (COM) authority and their presence at post must be approved via the National Security Decision Directive 38 (NSDD 38) or country clearance process.

Domestic employees teleworking their positions overseas fall under this category.

Arrangements for one year or more require COM approval through NSDD 38 procedures. Arrangements for less than one year require COM approval through the country clearance process. Due to the approval process required for domestic employees teleworking overseas, prospective teleworkers should start the process at least three to six months prior to the desired start date of the arrangement. The following procedures must be followed when implementing a domestic employee teleworking overseas (DETO) arrangement.

Arrangements for more than one year - NSDD 38 process

The NSDD 38 process for DETO arrangement requests COM approval for an employee to perform the functions of a domestic position in the relevant foreign areas. Approval of the request confirms that the COM assumes responsibility for direction, coordination, and supervision of the employee performing the official USG function in his/her country of responsibility and agrees to the telework arrangement and any support services required. COM approval is no longer necessary on the individual telework agreement for Department of State arrangements, but all other required parties must approve/sign the telework agreement prior to NSDD 38 submission. For other agencies requesting DETO arrangements, all other required parties must approve/sign the telework agreement and the arrangement should be vetted with the respective regional bureau executive office which will consult with post before the NSDD 38 request is submitted.

When a relative of a COM or Deputy Chief of Mission (DCM) is requesting a DETO arrangement, a nepotism review may be required and should be brought to the attention of the relevant HR office (HR/CDA, HR/CSHRM, HR/OE) when appropriate. In the specific case of an NSDD 38 request for a relative of a COM already in country, approval by the COM would be inconsistent with statutory-based anti-nepotism provisions. Only the COM, or Charge acting in the absence of the COM, has authority to approve or deny an NSDD-38 request. However, the Department may review the substance of the staffing request pursuant to the Department's coordination role under NSDD 38 and the Secretary's role for oversight of post abroad under 22 USC 4802(c) (including establishing appropriate staffing levels), as delegated to the Under Secretary for Management. In these instances, the home bureau must seek approval of the staffing request via an action memorandum to the Under Secretary for Management.

The steps required to establish a DETO arrangement are outlined below:

- If an overseas telework arrangement is supported by the agency (or by the relevant sending bureau in Department of State arrangements), the prospective teleworker or supervisor should first consult with the respective regional bureau executive office which will then consult with the management officer at the post of the telework location. The regional bureau executive offices are the Office of the Executive Director for East Asian and Pacific Affairs (EAP/EX), the Office of the Executive Director for African Affairs (AF/EX), the Office of the Executive Director for Western Hemisphere Affairs (WHA/EX), the Office of the Executive Director for European and Eurasian Affairs and International Organization Affairs (EUR-IO/JEX) and the Office of the Executive Director for Near Eastern Affairs and South Central Affairs (NEA-SCA/EX). A list of contacts can be found at: <http://www.state.gov/documents/organization/112065.pdf>. All issues should be addressed and resolved prior to the NSDD 38 submission. Issues of consideration could include work space at the Embassy, residential security requirements, and/or equipment.
- NSDD 38 requests must be submitted via the online application at: <https://nsdd38.state.gov/>. Requests should be submitted by the agency official responsible for funding the arrangement, on behalf of the employee in the requesting agency.
- Refer to the attached template for guidance on creating the NSDD 38 request specific to a DETO arrangement. Within the justification and position detail sections of the NSDD 38 request, indicate that the request is for a DETO arrangement.
- Once the request is submitted, it is reviewed by analysts in M/PRI and forwarded to the post. Posts are asked to respond to requests within 15 business days, either with an approval or disapproval by cable. COM approval must indicate that the COM confirms that he/she is fully informed and concurs with the terms/support requirements outlined in the DETO agreement and that the DETO agreement is complete and signed by all other required parties.

Arrangements for less than one year – Country Clearance process

Prior to submitting the Country Clearance request, a telework agreement must be approved by all required parties and the arrangement should be vetted with the respective bureau executive office which will consult with post (See [NSDD 38 Request DETO Template](#)). The Country Clearance request is the final step in the required approval process for DETO arrangements for less than one year.

- Unclassified country clearance requests must be sent through the State Department's automated eCC (eCountry Clearance) system at:
<https://ecc.state.gov/>

Note: In response to emergency incidences to disaster relief efforts such as hurricanes or similar circumstances where overseas assignment may be necessary, the most appropriate employee assignment is a temporary sponsored DETO. Pursue the standard DETO approval process and seek an eCountry Clearance (eCC) for arrangements.

DEPARTMENT OF THE TREASURY



Treasury Telework Program



Supplemental Guidance

2018

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The Telework Enhancement Act of 2010 (the Act), paved the way for many agencies to expand their telework programs. Treasury has a long, successful history with telework, and Treasury employees value the opportunity to telework among their top favorite benefits. This document supplements Treasury HCIS: TN-18-001, Treasury Telework Program, providing additional guidance and tools for all Treasury bureaus and offices.

Freedom To Flex (F2F)

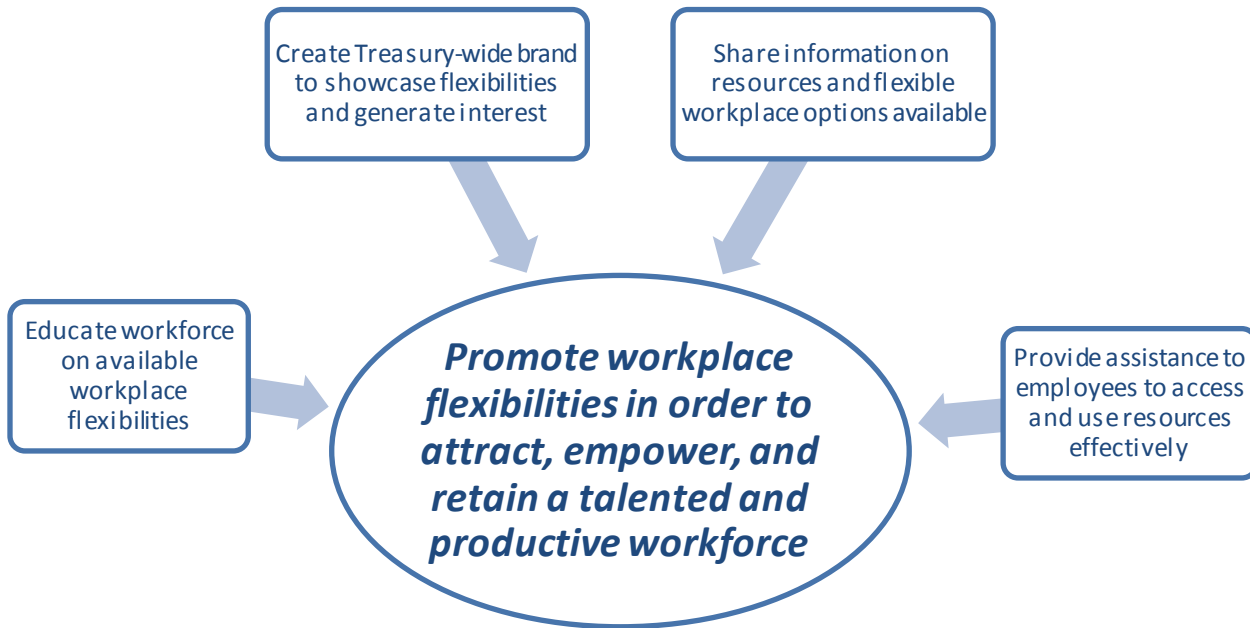
Workplace Flexibilities and Benefits to Achieve Work-Life Balance

The Department of the Treasury understands that today's workforce faces competing demands on their time as they try and balance work and personal priorities. Long commutes, dependent care challenges, staying fit, and managing stress are just some of the issues employees face. To address these concerns, Treasury and its bureaus offer excellent benefits and workplace flexibilities such as telework, to assist employees with achieving a work life balance.

Through the Treasury-wide **Freedom To Flex (F2F)** initiative, bureaus will use the following F2F branding tools (*Images 1-3*) to renew employee awareness of the workplace flexibilities available. Examples for bureau use include but are not limited to the following:

- E-mail Signature Block
- Bureau Intranet Posting
- Bureau Newsletter
- Promotional Flyer
- Digital Display
- Posters
- Workplace Flexibilities and Work-Life Programs Fact Sheet

Freedom To Flex (F2F) Vision



Freedom To Flex (F2F) Branding Images

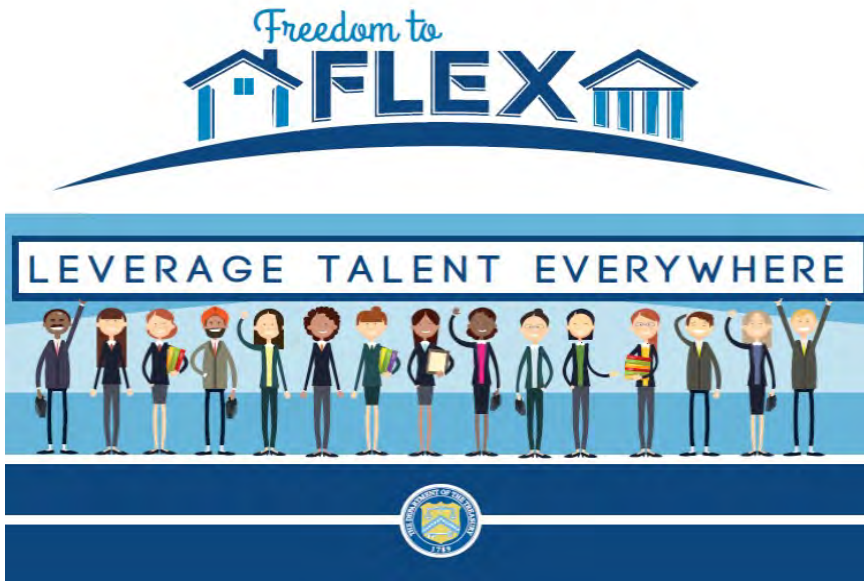
Image 1: F2F Logo- Leverage Talent Everywhere



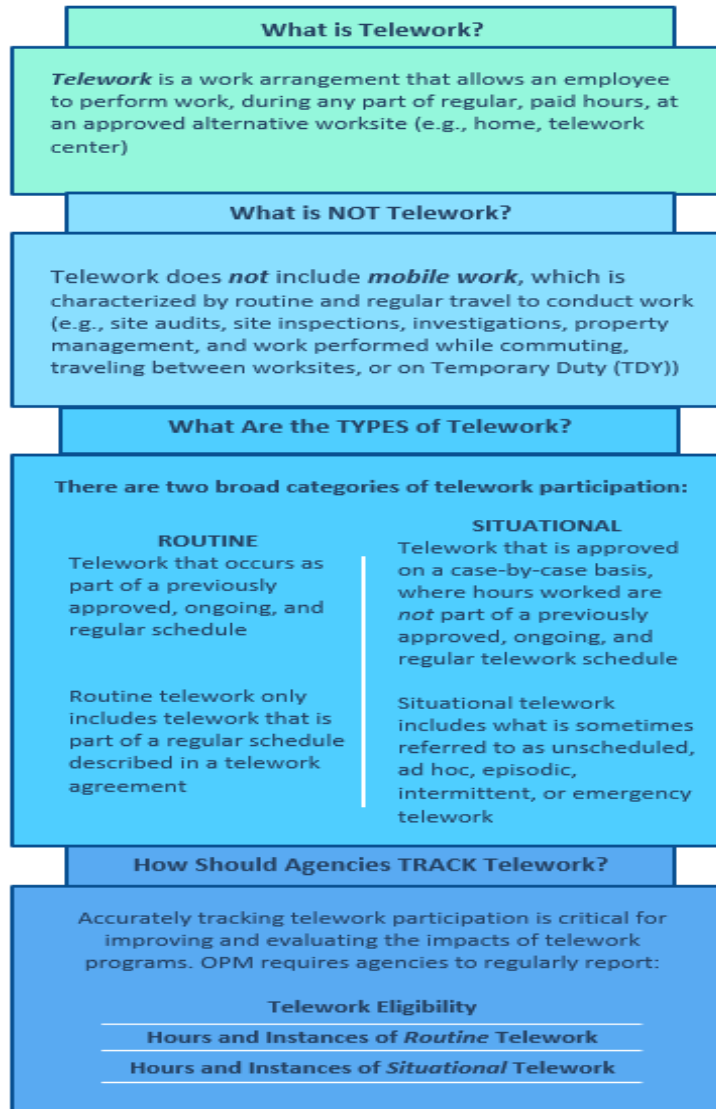
Image 2: F2F Logo- Workplace Flexibilities Logo



Image 3: F2F Digital Display or Flyer- Leverage Talent Everywhere



Telework 101



Treasury Telework Program Compliance and Oversight

Telework remains one of the top rated employee benefits at Treasury and across the federal government. It is also a high profile program as indicated by recent GAO audits assessing individual federal agency telework programs and internal program audits within Treasury. The integrity of the Treasury Telework Program is contingent on the ability of each bureau to implement and maintain proper program management. This document supplements HCIS: TN 18-

001, Treasury Telework Program, and establishes specific telework compliance requirements for all Treasury bureaus.

The bureau Telework Coordinator is responsible for oversight of the bureau telework program. When taking action on any employee who is non-compliant with Treasury or bureau telework policies, Telework Coordinators should work closely with their bureau labor relations office, and in accordance with bureau policy and any applicable collective bargaining agreement.

Telework Coordinators should partner with their respective IT office to seek available technology solutions (e.g., SharePoint, PeopleSoft (PeopleTrak)) to establish successful tracking and reporting systems. The following table presents options to consider for ensuring Telework Program compliance:

Telework Program Compliance

Compliance Action	Options to Consider	Frequency of Review	Benefit of Action	Action if Not Compliant
An approved Telework Agreement is in place	<ul style="list-style-type: none"> Establish an e-Telework Agreement Library by uploading copies of agreements to permission protected telework database (e.g. SharePoint List). Either manager or proxy can upload, or transmit to TW Coordinator to manage the database 	<ul style="list-style-type: none"> Ongoing. TW Coordinator receives an alert each time an Agreement is loaded and performs accuracy checks 	<ul style="list-style-type: none"> Automates tracking and reporting Reduces risk of non-compliance with the Act 	Employee must be removed from telework until requirement is met
All denials of telework requests are tracked	<ul style="list-style-type: none"> Same as above but creating a separate e-Telework Denial Library. 	<ul style="list-style-type: none"> Ongoing 	Meet OPM reporting requirements to provide # of denials	N/A

Compliance Action	Options to Consider	Frequency of Review	Benefit of Action	Action if Not Compliant
Mandatory telework training has been completed PRIOR to commencing telework	TW Coordinator generates training completion reports for required telework courses and crosschecks with telework roster.	Monthly, at a minimum	Reduces risk of non-compliance with the Act	Deny initial employee request to telework; suspend continued telework by employee already participating
No official disciplinary action for AWOL > 5 days in any calendar year	Run time and attendance reports for AWOL	Monthly, at a minimum	Reduces risk of non-compliance with the Act	Suspend continued telework for the employee
No official disciplinary action for viewing, downloading or exchanging pornography	Obtain misconduct reports for any cases associated with the infraction from appropriate source	Monthly, at a minimum	Reduces risk of non-compliance with the Act	Suspend continued telework for the employee
Teleworker is meeting minimum performance standards to telework (as established by bureau policy)	Obtain report from HR system and crosscheck with telework roster	Monthly	Ensures teleworkers continue to meet bureau eligibility requirements	Suspend continued telework for the employee until performance meets eligibility standards
Other bureau specific eligibility requirements are met	Each bureau determines how that will be tracked	Monthly, at a minimum	Ensures teleworkers continue to meet bureau eligibility requirements	TBD by bureau

Note: For those bureaus with collective bargaining agreements, changes in working conditions associated with implementing the above requirements may require negotiations. Bureaus should work with their appropriate labor relations points of contact.

Bureaus are responsible for establishing compliance tools to evaluate teleworkers against any other telework eligibility requirements outlined in bureau policy, and take appropriate action when an employee falls below stated eligibility standards. Employees who do not meet and/or maintain compliance with these requirements must be suspended or removed from telework as appropriate. Employees of Federal contractors are not Treasury employees and are therefore not covered by this issuance. Work location policies for contractor employees are determined by the contractor, consistent with any applicable contract requirements.

Note: Data associated with teleworkers who are not federal employees (e.g., contractors) should not be included in any external telework report.

Consistent application of telework oversight and compliance by managers and bureau telework program coordinators is essential. The following is a sample template for a Telework Compliance Plan. Bureaus are encouraged to leverage this document or create a similar plan that covers all aspects of the requirements in the Telework Enhancement Act of 2010, the Treasury Telework Policy and the bureau specific telework policy.

Should any bureau be the subject of a third party audit, these practices will assist the bureau to demonstrate its accountability for a properly managed telework program.

Telework Category Compliance

COMPLIANCE	TELEWORK CATEGORY		
General	Fulltime TW	Routine TW	Situational TW
Work From Approved Alternate Duty Station/Home	Yes	Yes	Yes
Pay Implications Based on Duty Station ¹	Yes	No	No

¹Routine full-time telework, including temporary or hardship arrangements, requires a personnel action to change the employee's pay and approved telework site as the official Post of Duty (POD), to occur upon entering agreement but no later than 120 days after the change in schedule or relocation.

Telework used to meet employer obligations (Workers Compensation, Reasonable Accommodation, Hardship, etc....)	Yes <i>Follow Bureau Policy Standards</i>	Yes <i>Follow Bureau Policy Standards</i>	Yes <i>Follow Bureau Policy Standards</i>
Eligibility Requirements	Fulltime TW	Routine TW	Situational TW
Telework Agreement Required	Yes	Yes	Yes
Telework Training Required	Yes	Yes	Yes
Must Meet Minimum Performance Rating to Participate ²	Yes	Yes	Yes
Telework cannot diminish employee performance or bureau operations	Yes	Yes	Yes
Report to Post of Duty at least 2 times per pay period	N/A ³	Yes	Yes
Duties require onsite activities on a daily basis that cannot be handled remotely	No	No	No
Duties require (on a daily basis) direct handling of secure materials determined inappropriate for telework	No	No	No
Mileage Cap on Distance from Official Duty Station	Bureau Specific	Bureau Specific	Bureau Specific

² Exception for telework for a reasonable accommodation associated with a disabled employee. In this case, the disabled teleworker should be placed on a PIP and permitted to continue teleworking.

³ Fulltime teleworker's POD becomes their approved telework location, therefore, the employee is at their POD while working and has no requirement to report elsewhere. Bureaus shall determine what, if any, core hours are required.

On a PIP or Withholding Within Grade Increase	No	No	No
Other Bureau Specific Eligibility Standards	Bureau Specific	Bureau Specific	Bureau Specific
Misconduct	Fulltime TW	Routine TW	Situational TW
Telework if officially disciplined for viewing pornography or for AWOL > 5 days in any calendar year*	No	No	No
Telework During Conduct Investigation	Bureau Specific	Bureau Specific	Bureau Specific
Other Misconduct	Bureau Specific	Bureau Specific	Bureau Specific
Emergency Telework	Fulltime TW	Routine TW	Situational TW
If Telework Ready-required to do Emergency Telework? (e.g. for COOP)	Yes	Yes	Yes
If Telework Ready-may Telework During Emergencies (e.g. transportation interruptions, weather related incidents etc....)	Yes	Yes	Yes
Telework During Temporary Duty Travel Status (TDY)	No	No	No

*The Telework Enhancement Act of 2010 specifies two categories of employees who may not be deemed eligible under any circumstances; 1) “an employee who has been officially disciplined for being absent without permission for more than 5 days in any calendar year” and; 2) “an employee who has

been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees in the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (Public Law 111-292, 6502(a)(2)(A)(B).”

Evaluating and Approving Situational Telework Requests

1. Establish clear boundaries and rules for your team. Determine what your organization’s policy will be regarding requests to telework on days that are not included in a routine fixed or flexible telework schedule. For example, will advance notice be required absent emergent circumstances, and if so, how much and under what circumstances? How should employees communicate such requests (e.g., telephone, email, etc.)? Generally, agencies delegate the responsibility to approve/disapprove telework requests to the immediate supervisor.
2. Develop a policy that accounts both for circumstances where situational telework can and should be planned and approved in advance (e.g. a doctor appointment), and for those circumstances where same-day requests may reasonably be granted (e.g., a contagious illness that does not incapacitate the employee).
3. Exercise appropriate managerial control over your organization and staff. Telework is not an employee right or entitlement and employees may not dictate changes in a telework schedule without management consent.
4. Communication is key — Managers should engage their employees in a dialogue to ensure a complete and accurate mutual understanding of the need and appropriateness of the request for telework.
5. Avoid one-size-fits all solutions. Rigid and absolute rules don’t serve anyone’s best interest. Consider individual employee needs in developing policies and approving requests.
6. Apply the rules equitably and consistently, keeping in mind the difference between equal and equitable.
7. Brief your staff collectively and individually when necessary.
8. Document and keep a log of situational telework requests to help track potential abuse patterns and maintain consistency.
9. Employees should understand that failure to comply with the terms of the telework agreement, failure to comply with workplace policies or rules, or failure to maintain appropriate performance standards while teleworking, may result in suspension or termination of the telework agreement.

10. Document issues and problems and share with the employee involved. Remember your documented concerns put the employee on clear notice that you are paying attention.
11. Consult your Telework Coordinator, HR staff, labor relations staff and others, as appropriate.
12. Act promptly, properly and decisively to solve problems. If you ignore the problem, it will usually get worse. Failing to act may place the bureau at risk and/or establish a past practice, and will ultimately fail to benefit the organization.
13. Make sure your employees are trained to correctly record telework in the bureau's time and attendance system. Accurate and distinct recording of situational and routine telework is critical for meeting timekeeping requirements, as well as for evaluating the telework program and preparing required reports.

Program Guidance for Full Time Telework Pilot

Implementation of a Full Time Telework Program requires careful consideration. Full Time telework may not be appropriate for all bureaus and may work only for certain segments of the employee population, based on employee duties, mission priorities, and the need for "in office" presence. Full Time teleworkers are not required to report twice a pay period to a post of duty (POD) and a personnel action must be created to officially change their POD to their approved telework location.

The purpose of this guidance is to provide a framework for conducting a Full Time telework pilot. Applicable collective bargaining agreements must also be considered. Bureau management should work closely with their Telework Coordinator who can assist in developing and leading the pilot.

Benefits of Full Time Telework:

1. Sustains mission objectives during interruptions in normal business operations
2. Attracts applicants seeking progressive workplace flexibilities or "Freedom to Flex"
3. Enhances recruitment and retention of existing employees
4. Supports employee work/life balance
5. Promotes savings associated with reduction or consolidation of the real estate footprint
6. Positions management to operate efficiently and effectively as technology solutions improve while operating budgets shrink.
7. The employee's duties can be performed without the employee reporting to any bureau POD twice a pay period, and such absence from the POD does not negatively impact the bureau mission, the job duties of co-workers, or the satisfaction of customers. These employees typically occupy positions that are "POD neutral" and work well in a virtual environment.

8. The employee's Full Time telework location is within the commuting area (e.g., 50 miles) of any bureau POD. This serves to minimize any potential relocation costs if the employee must be reassigned back to a POD.

Critical Elements of an Effective Full Time Telework Program:

1. Determine if the program aligns with bureau mission
2. Ensure senior management buy in
3. Define specific eligibility requirements for participation (including those outlined in the Act)
4. Ensure that approvals are done at the appropriate level (e.g. recommend first level executive at a minimum)
5. Create dedicated program lead(s)
6. Develop an intranet website to provide managers and participants with appropriate guidance and tools
7. Establish measurements of pilot success
8. Host focus groups and capture feedback from participants and their managers
9. Evaluate existing practices that may require adjustments to support this category (e.g. building access, office supply procedures, etc.).

Challenges to Overcome

Employees operating full time in a virtual environment must be able to successfully perform their duties in a virtual environment, and be self-sufficient, with no need for face to face interaction with their manager or team members. They cannot require hands-on IT support or the physical equipment/services that are commonly found in a traditional office (e.g. large copiers, mail delivery). In short, their successful performance is not contingent on their presence at a physical bureau office.

Supplemental resources for managing employees in a virtual environment are below:

[Virtual Telework Fundamentals Training Course](#)

[Telework Basics for Managers](#)

[Results-Oriented Management](#)

[Performance Management](#)

[Telework and Performance Management Webcast Training](#)

Full Time Telework Program Pilot Implementation Sample Documents

[Full Time Telework Agreement for NBU Employees \(Sample\)](#)

[Form Instructions](#)

Telework Agreement for Full Time NBU Telework Pilot

The following constitutes an agreement between: (*denotes information <u>that is required</u>)		
Name of Employee* (full legal name)	Empl ID (click to look up)	Position/Series/Grade
Name of Supervisor/Manager*	Business Unit* (select from drop-down list or enter it if not in list)	
Additional comments regarding telework arrangement (if needed)		

A. (Bureau Name) Office Information

Address of former POD before full time telework approval*	County*	City*	State*	ZIP code*
Address of POD within 50 miles of full time telework location*	County*	City*	State*	ZIP code*
Building code of POD listed above* (click to look up)	Employee's work telephone number* (include area code)			

B. Telework Location* (must be within 50 miles of (Bureau Name) POD)

Personal residence OR Other location

Personal Residence

Address* (street and unit number - if applicable)	County*	City*	State*	ZIP code*
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Distance between telework location and (bureau name) listed in Section A _____ (miles)* (Mileage Calculator)	Home telephone number* (include area code)
Gov furnished cellphone number (if applicable - include area code)	Personal cellphone number (optional - include area code)
Other Location	Other telephone number (optional - include area code)

Address* (street and unit number - if applicable)	County*	City*	State*	ZIP code*
Distance between telework location and POD listed in Section A _____ (miles)* (Mileage Calculator)	Telephone number* (include area code)			
	Personal cellphone number (optional - include area code)			

C. Time and Attendance/Leave/Credit/Compensatory Hours

I understand that the laws, rules, regulations and Agency policies which govern time and attendance, leave, compensatory time and overtime remain in effect regardless of whether I am working at the (bureau name) POD or from an alternative worksite such as my home. I agree to properly reflect in (timekeeping syst name) hours worked at the approved Telework location(s). I agree to follow the office procedure for requesting annual, sick or other leave. I must inform my supervisor/manager when unable to perform work due to illness or personal reasons during the tour-of-duty and request appropriate leave. FLSA non-exempt employees are not permitted to work any time beyond his or her authorized schedule.

D. Official Work Duties/Assignments

I agree to perform only official duties during my authorized work hours while at the alternative work site, and to establish/maintain communications arrangements that ensure availability to interface with my supervisor/manager and/or official duty station. I am expected to complete all assigned work according to procedures mutually agreed to by me and my supervisor/manager in accordance Form XXXXXXX (2-2017) Catalog Number XXXXXX publish.no.xxx.gov Department of the Treasury - (bureau name)

with the guidelines and standards detailed in my performance plan and all applicable policies.

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E. Liability

I understand that the (bureau name) is not responsible for covering operating cost associated with the use of my home as an alternate worksite. I understand that the (bureau name) will not be liable for damages to my real or personal property while I am working from the home base POD, except to the extent the agency is held liable by the Military Personnel and Civilian Employee Claims Act.

F. Equipment/Work Area Security

I will ensure that Government-provided equipment/property is used only for authorized purposes. I agree to provide a work area that is safe, secure, free from disturbance and suitable for performance of official duties.

G. Telework Site Visits

Management has the right to meet with employees to give assignments and to review work as necessary at either the official duty station, approved Telework Location, or a mutually agreed upon site. Unless otherwise agreed, a minimum of 24 hours advance notice must be given before management may inspect the employee's home. See (bureau policy ref.) for more details.

H. Security/Privacy

I agree to comply with all established agency policies and directives on security, privacy, and record keeping measures.

I. Suspension/ Modification/Cancellation of Telework Agreement

I understand that my supervisor/manager may temporarily suspend, modify or terminate the Telework arrangement. In addition, should my job duties change where I no longer meet the criteria for a Full Time Telework arrangement, I understand that the Full-Time Telework arrangement will be terminated and I will be reassigned to an appropriate (bureau name) POD.

J. Telework During Emergencies

As a "Telework Ready" employee, I agree to perform emergency telework, usually in support of (bureau name) operations during a weather emergency, emergency response, or continuity of operations, and in accordance with the Telework Enhancement Act of 2010 and (bureau name) Telework Policies. I understand that I will be required to telework, or request unscheduled leave (annual or leave without pay), previously earned compensatory time, or previously earned credit hours, etc.

K. Designated Workspace

I understand that if I select Full Time telework, I am not entitled to an assigned workspace at any (bureau name) POD.

L. Mobile Worker Designation

In addition to this telework request, I am also a Mobile worker. My job responsibilities encompass mobile (field) work where as part of my official duties, I travel on a regular and routine basis to meet customers to conduct my work. Yes No

M. Additional Requirements-Full Time Telework Only

As a full time teleworker I understand and agree to the following:

- a. I understand that entering into a Full Time Telework arrangement means that my telework location will become my official POD. This change may affect my locality pay, benefits, taxes (federal, state, and/or local), travel allowances, and Reduction-In-Force (RIF) procedures. I am responsible to evaluate the implications prior to requesting Full Time Telework and adhere to any tax obligations resulting thereof.
- b. Should I plan to move from my approved telework location, I will inform my manager and complete a new telework agreement.
- c. I will use all available current or future technology tools for collaboration (e.g. Office Communicator, webcams, etc.) as required.
- d. Should my job duties change where I no longer meet the criteria for a Full Time Telework arrangement, I understand that the Full-Time Telework arrangement will be terminated and I will be reassigned to an appropriate (bureau name) POD.
- e. By signing this agreement, I am certifying that I have read, understand, and agree to abide by all applicable (bureau name) Telework Policies as outlined on this agreement, in (bureau policy ref), and the Full Time Telework Policy Guidance.

Employee Certification*

By signing this Telework Agreement, I affirm that I: *(all must be checked to submit this agreement for approval)*

- Have read, understand and agree to abide by all applicable (bureau name) Telework Policies as outlined in (insert bureau policy ref). I further agree and understand that Telework is a voluntary program, not an employee entitlement and subject to review and approval by my manager. Have completed required telework training and attached the (bureau name) Telework Training certificate with this request
- Will ensure that my alternative worksite provides a safe work environment, with appropriate connectivity, technology, and security necessary for the performance of my official duties. *(See safety checklist)*

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F T T e l e w o r k P o l i c y B o k

Understand that as a telework ready employee, I agree to perform Emergency Telework as outlined in Section J. of this agreement and in (insert bureau policy ref), or take appropriate leave, comp time or credit hours.

Employee signature*	Date signed
---------------------	-------------

Supervisor/Manager Certification
This employee has completed the Telework Training and meets Telework Eligibility requirements. Approve Disapprove this

request*. (See Manager Instructions)

If this telework request is disapproved, provide business reason for disapproval below [\(learn more\)](#)

Supervisor/Manager	Date signed
--------------------	-------------

Manager Instructions: The Presidential Memo-Enhancing Workplace Flexibilities and Work-life Programs (June, 23, 2014) that you respond to this request within, and no later than 20 business days. However, managers should respond to telework requests as soon as practicable. If your employee wishes to discuss this request, managers must make themselves available for that discussion.

If approved: 1) Save a copy of this form in pdf for your records and forward one to your employee **AND** upload a copy to the [\(insert bureau practice\)](#) within 10 business days.

If you deny, suspend or terminate this Agreement, you must provide a written justification above, provide a copy to your employee, and upload a copy of this document to the (insert bureau practice here), within 10 business days, as required by OPM, and the (bureau name) Telework Program Office.

Privacy Act Notice

Authority - 5 U.S.C. 301. Purpose and Routine Uses - The primary use of this information is to specify the terms of the Telework Program and constitutes an agreement between the voluntarily participating employee and his/her manager who will retain the agreement. The information in this agreement may be used in administrative or judicial proceedings affecting employees' personnel rights. This agreement may also be provided to the Department of Justice for the purpose of litigating any civil, administrative, or judicial proceeding or criminal prosecution where the United States, (insert bureau name) or its employees are parties. The complete listing of possible recipients of this agreement may be found under the heading "Routine Uses" in the Federal Register notice of the system of records in which it will be kept. (insert bureau Fed Records citation XXXX). Effects of Non Disclosure - Furnishing this information is voluntary, but failure to do so will result in disapproval of the employee's Telework Program participation. Falsification may be grounds for disciplinary and/or adverse action.

[Instructions for Full Time Telework Agreement for NBU Employees \(Sample\)](#)

**Full Time Telework Agreement
for Non-Bargaining Unit Employees
Form Instructions**

(Test participants-please go to end of this document for instructions on how to give feedback for improvements to this guidance)

(PLEASE PRINT THIS DOCUMENT TO ASSIST YOU AS YOU FILL OUT THE FORM)

Introduction: A telework agreement is required for every teleworker. Managers and employees work together to arrive at an arrangement that benefits the employee, while at the same time placing a priority of supporting the mission of the (ENTER BUREAU NAME). These instructions will walk you through filling out the Full Time Telework Agreement for the pilot. Note help aids in blue and drop down menus to expedite filling in the form. Most of the fields on the Telework Agreement are required.

Full Time Telework: Involves performing official duties on a full time basis from the approved telework location. There is no requirement to report to an (ENTER BUREAU NAME) office twice a pay period. Employees who participate in the Full Time Telework pilot must submit this form to their manager. Additional training is not required providing that the mandatory (*ENTER BUREAU NAME*) (*enter title of required training*) has been completed. Optional Full Time Telework training is encouraged and available on the Full Time Telework site.

The top of the form requires basic information. The free text box is available to describe any additional information or clarifications.

Section A: (ENTER BUREAU NAME) Office Information:

1. In this section, enter the address of your current Post of Duty (POD) on the former (ENTER BUREAU NAME) POD line. Include full address.

Note: In Sections A and B enter N/A in fields “County” and “City” when the response is Washington, D.C.

2. Identify an (ENTER BUREAU NAME) POD that is within 50 miles of your full time telework location. (If you have multiple options you may choose your preference.) This office will become your (ENTER BUREAU NAME) support office for IT or other support services if needed.
3. Enter the building code of the POD entered for #2 above. You may use the Building Code link to look up and insert the associated Building Code for that POD. Click on “Run Building List” button. You can also capture the address of the (ENTER BUREAU NAME) POD to enter later on the form. Lastly, provide your (ENTER BUREAU NAME) business phone number.

Section B: Telework Location

In this section select Personal Residence **or** Other Location if your site will be different from your personal residence. You may not select both. Fill in all address and contact information. Use of P.O. Box for the telework location address is not permitted. Your telework location must be suitable workspace as defined in (enter your policy reference here) and must be within 50 miles (one way) of any (ENTER BUREAU NAME) POD you identified in the (ENTER BUREAU NAME) Office Information section on the form. To confirm this distance, use the Mileage Calculator link to assist you in this determination, and enter the 2(two) zip codes in Location 1 & 2 fields.

Sections C-M:

Take your time and read these sections carefully. Specifically item **M.** is exclusively for Full Time teleworkers with important information that must be read and understood. If you have any concerns, please discuss with your manager prior to submitting this Agreement for approval.

Additional details for Full Time Telework may be found on the Full Time Telework site or for more general information, on the Telework Portal. If you have any questions, discuss them with your manager or your (enter bureau telework POC) member. You can also submit questions to the Telework Mailbox.

Employee Certification:

Employees must read and certify each of the four statements above the signature line. All must be checked to proceed to the digital signature area. Ensure that you have read and understand the Full Time Telework policies located on the Full Time Telework Test site, the more general Telework policies on the Telework Portal.

To sign your Agreement-enter your (give instructions for electronic signature) in the signature area and the date. You will be prompted to save a copy of this Agreement. Always retain a copy of the final document for your files.

Supervisor/Manager Certification:

Managers must carefully review the Telework request and respond by approving or denying within 20 business days or sooner if possible. There is no additional mandatory training for Full Time teleworkers however; managers are required to confirm that the employee (at a minimum) has completed the required (enter title of required telework training here). The employee should provide a copy of the training certificate as part of the telework request.

Managers of employees participating in the Full Time telework (NBU only) pilot will find additional guidance here under Manager Resources.

To digitally sign this document, enter your (give instructions for digital signature here) into the signature area and select the date. You will be prompted to save a copy of this document for your records.

Manager Instructions: Within 10 business days of approval, copies of all Telework Agreements or Telework Denials must be added to the appropriate electronic library on the Telework Portal . See “For Managers” section on the right menu.

Denying the Telework Request

Most telework requests are approved however, if there is a valid reason for a denial, the denial must include a business justification in the text box provided on the form and a copy provided to the employee. In addition, a copy must be loaded into the Telework Agreement Denial Library. Follow the instructions at that site. Guidelines for denying Telework requests may be found on the Telework Portal under “For Managers” and at the “Learn More” link above the text box provided for the justification. For Full Time Telework denials, please refer to the eligibility criteria in the Full Time Telework Policy to support your denial.

If you have difficulties filling out this form, please click here to ask your question. For additional support on the Full Time Telework Pilot, click here.

Thank you for supporting telework.

Telework Program Office

Test Participants: Please send your suggested edits to this document to; (enter email address for employees to send questions to)

Make sure you reference the title of this document in your email. Thank you!

[Full Time Telework Guidance \(Sample\)](#)

Guidance for Full Time Telework Test

This guidance provides guidance and instructions regarding a Full-Time (FT) Telework test for non-bargaining unit (NBU) employees. FT Telework is a work arrangement in which the telework site is approved as the employee's official POD and governs the employee's locality pay, benefits, taxes, travel, and other personnel matters. As a full-time teleworker, the employee will work full-time outside of an official (ENTER BUREAU NAME) POD at his/her approved telework location (i.e., personal residence or another approved telework location). Employees approved for FT Telework do not have the requirement to report to an official (ENTER BUREAU NAME) POD twice per pay period as required in the other telework categories; however, employees may be required to report to an official (ENTER BUREAU NAME) post of duty or other work location on a temporary basis, as business needs dictate.

This guidance applies to (set scope here or...) all NBU employees of the (ENTER BUREAU NAME) who have been approved to participate in the Full Time Telework test via a properly executed Telework Agreement for Full Time Telework (NBU). Bargaining Unit employees are not eligible to participate in this test unless and until an agreement with (enter union name if applicable) is reached.

The purpose of this test is to evaluate the viability of having qualifying employees effectively conduct their job duties from an approved telework site on a full-time basis (i.e., never or rarely reporting to an official (ENTER BUREAU NAME) Post of Duty). After the test, (enter lead office here) will gather and review feedback and partner with (ENTER BUREAU NAME) leadership to determine whether (ENTER BUREAU NAME) will permanently establish the FT Telework category as part of the (ENTER BUREAU NAME) Telework Program.

If it is determined that FT Telework is not appropriate for the (ENTER BUREAU NAME) workforce, all FT Telework test participants will be reassigned to an official (ENTER BUREAU NAME) Post of Duty (POD), generally to their former POD before the test, and revert back to their previous telework arrangement (with an updated telework agreement).

Employees participating in FT Telework must meet the [eligibility criteria](#) outlined in the Telework Program (enter policy name here) as well as the following additional criteria:

1. The employee's job responsibilities are such that there is no business need requiring the employee to report to an (ENTER BUREAU NAME) POD twice a pay period. These employees typically occupy positions that are "POD neutral", work in a virtual environment, and are not co-located with other staff members.
2. FT Telework will have no negative impact on the employee's ability to carry out his/her duties, nor cause a hardship on the mission, co-workers, or customers.
3. The employee's FT Telework location is within the commuting area (e.g., 50 miles) of any official (ENTER BUREAU NAME) POD. This requirement serves to minimize travel reimbursements for local travel if/when the employee may be directed to work at the (ENTER BUREAU NAME) POD. This also serves to minimize any potential relocation costs if the employee must be reassigned back to an (ENTER BUREAU NAME) POD.
4. Employees in any of the following situations, should in most circumstances not be approved for full time telework:
 - a. employees who are required to attend recurring face-to-face meetings in the same (ENTER BUREAU NAME) office
 - b. employees who routinely turn in monies collected or work papers
 - c. employees responsible for on-going non-electronic filing or records management
 - d. employees who routinely retrieve and/or process mail
 - e. employees who give or receive face-to-face on-the-job training
 - f. employees who are co-located and are expected to collaborate face to face with other on-site workgroup members
 - g. employees who provide office coverage on a rotational basis
 - h. employees who routinely interact with the public from an (ENTER BUREAU NAME)

Employees participating in Full Time Telework must also follow these additional guidelines:

1. Employee will identify the approved FT Telework location in HR Connect under My Information/Personal/Address. The accuracy of this information is critical as it impacts locality pay, benefits, taxes (local, state etc.), travel, and Reduction-In-Force (RIF) procedures, and other personnel matters. Employees bear the responsibility to understand any potential impact pertaining to the above factors before entering into the FT Telework test. Note: Use of a PO Box may not be used for home residence information in HR Connect as the FT TW location.

2. The employee will timely file any tax related withholding forms associated with his/her telework site becoming the official POD if applicable.
3. The employee will use all available current and future technology for collaboration (e.g., Office Communicator, webcam, etc.) available to him/her to foster communication with supervisors, workgroup, and customers. Employee will be equipped with the same equipment as specified in the existing guidance for the (enter telework category or name) telework category.
4. Should the employee decide to withdraw from participation in the FT Telework test the employee must request a reassignment to an (ENTER BUREAU NAME) POD at least 30 days prior to the requested reassignment date unless an extenuating circumstances prevent him/her from doing so. This will allow the timely processing of Personnel Action Request (PAR) and coordination with Facilities Management and Security Services (FMSS) for office space needs. The reassignment effective date will be dependent upon office space availability. Relocation/travel reimbursement is not allowable for any reassignments to an (ENTER BUREAU NAME) POD at the employee's request.
5. Since the FT Telework site is the employee's official POD, the employee must advise management of any intended move from the approved FT Telework location (current official POD) and request approval of the new official POD with a new FT Telework Agreement. If the proposed new FT Telework site is not within the commuting area of an official (ENTER BUREAU NAME) POD, the employee may not be eligible for continuation of FT Telework and may be reassigned to an official (ENTER BUREAU NAME) POD. If the move from current POD to new POD results in a change in city, county and/or state, the manager must repeat the building code process.
6. Employees approved for FT Telework must withdraw from any public transit subsidy programs.
7. In the event the employee is temporarily unable to work from his FT Telework site, the employee will advise his/her manager and may request to work temporarily from another telework site within the 50 mile radius (e.g. other suitable location or POD identified on the Telework Agreement). The manager will determine (depending on the circumstances and/or length of unavailability) whether the employee should be reassigned, or temporarily allowed to work at an official (ENTER BUREAU NAME) POD. Managers are responsible to make arrangements for their employees who need to report to an alternate POD through the local Administrative Officers.

8. If a manager determines that the FT Telework arrangement must end due to business (e.g. new duties) and/or eligibility reasons (e.g. new job or misconduct), the FT teleworker may be directed to an (ENTER BUREAU NAME) POD in accordance with (ENTER BUREAU NAME) directed reassignment procedures including necessary personnel actions. A building code ticket is required to determine if the building code needs to be inactivated in the payroll/ (ENTER BUREAU NAME) systems.

9. Employees who work from the FT Telework site must follow the following mail procedures in coordination with the employee's administrative support personnel:
 - a. Incoming official mail originating **external** to (ENTER BUREAU NAME) cannot be mailed directly to an employee's telework site. All official mail from external (non-(ENTER BUREAU NAME)) sources must be routed through an official (ENTER BUREAU NAME) POD prior to being forwarded to the employee's telework location. **Exception:** Office supplies originating external to (ENTER BUREAU NAME) (e.g. Office Depot) and ordered by the office credit card holder may be mailed directly to an employee's telework site.
 - b. Outgoing mail must be handed to a USPS carrier and deposited in a secure USPS receptacle or hand-delivered to a clerk at a USPS walk-in counter.
 - c. Home addresses should never be used as a mailing or return address for official mail to or from non-(ENTER BUREAU NAME) sources. When mailing to non-(ENTER BUREAU NAME) sources employees must use an (ENTER BUREAU NAME) official POD address as the return address (e.g. wherever the employee will receive administrative support).

10. When FT Teleworkers are required to travel beyond the 50 mile limit for official business, they must follow the travel regulations for authorization and approval.
 - a. Travel to any (ENTER BUREAU NAME) POD within 50 miles, or as identified on the Telework Agreement (if requested by management to attend meetings, equipment repair, etc.) would be compensated under local travel rules.
 - b. FT Teleworkers who want to travel to an (ENTER BUREAU NAME) POD for personal reasons (e.g., attend an office retirement celebration) are not entitled to travel reimbursements and must travel on his/her own time outside TOD or take appropriate leave.

Procedures to Request/Approve Full-Time Telework:

1. Review and understand requirements outlined in this document. Managers will benefit from the information provided in the Manager's Checklist. Employees will benefit from information provided in the Participant Guidance.

2. Complete the new FT Telework Agreement referencing the Full Time Telework Agreement Instructions , both on the Full-Time Telework website.
3. Ensure *Mandatory (ENTER BUREAU NAME) Telework Training for Employees (Required)* in (enter name of training system) is completed (if not previously done) prior to beginning the FT Telework arrangement. Please note there is optional training available specific to FT Telework on the Full-Time Telework website.
4. Managers must approve/sign the FT Telework Agreement form prior to the employee beginning FT Telework.
5. Managers must complete the following steps to document the FT Telework arrangement:
 - 1) Contact your (enter TW POC) to upload the FT Telework Agreement into the Telework Agreement Library within 10 days of signing (Note: the new FT Telework Agreement will supersede any existing telework agreements in the library),
 - 2) Use the (enter tutorial name here) to effect the change in the official post of Duty:
 - 3) The entire process may take 30 or more days to complete. Employees may begin FT TW on the PAR effective date or when the (enter name of employee address book) shows “Full Time Telework (NBU)” for the Work Address.

The (ENTER BUREAU NAME) Telework Office will periodically request feedback from the FT Telework participants and their managers during the test. In addition, participants are encouraged to use the optional Participant Log located on the Full-Time Telework website. This tool is available to help participants track any costs or significant issues arising based on their participation in the test.

Please forward any questions you have regarding the FT Telework test to the (enter email of contact option), your (enter bureau name) Telework POC or visit the Full-Time Telework website for information including FAQs.

[Full Time Telework Participant Guidance \(Sample\)](#)

Participant Guidance (Draft)

- Welcome to the Full Time Telework Test. This document will assist you in being well informed, and provide the necessary links to the most important information.
- Test Participants-Go to end of this document to give feedback on this guidance

How do I apply for Full Time Telework test?

Read the Guidance for Full Time Telework (NBU) to ensure eligibility and to understand your requirements. If you meet eligibility requirements, follow the process below. This process may take a month or so to complete. You must wait until your manager notifies you that these actions are complete before you begin your Full-Time telework.

Employee Responsibilities

1. Carefully review all documentation on the FT Telework website. Bookmark this site.
 - The process to change you to a FT teleworker is very labor intensive and involves many updates to various HR and IT systems. Please read the material, ask questions and give careful consideration **before** submitting your Telework Agreement.
 - Many of the documents you will encounter are in Word format. This is to permit easy editing as we go along.
 - Please do not make edits to the documents-instead-capture your notes and submit all comments to the Telework Mailbox (or enter your communication method). Reference the document title in your email.
 - We will be aggregating comments and will establish a process of adoption which may include asking you to participate in focus groups.
2. You have the option of taking the Full Time Telework Training located on the website. In addition, if you have not completed the mandatory *Telework Training for Employees* (or enter title of bureau required training) in ELMS, you must take that course.
3. Consider that entering into a Full-Time Telework arrangement may affect your locality pay, benefits, taxes, travel and Reduction in Force (RIF) procedures. Depending on where your telework location is, your pay may stay the same, or go up or down. It is your responsibility to do the research prior to applying for Full-Time telework. See Decision Guide for Pay Implications for Full-Time Telework.
4. You will need to complete a new Full-Time Telework Agreement for NBU. This form is different from the standard telework agreement. Note-there is a link to instructions on the form to assist you.

When you are approved for full time telework, you will no longer retain your current office space (exception during test only). Therefore, the expectation is that the employee will vacate their workspace and in most cases, move their own files/equipment to the telework location. The (enter bureaus move action name) Ticket action also triggers the tracking of the move of IT assets and telecom updates from the POD, to the new telework location. Important: Be sure to enter required information as stated below.

Move Ticket Process: (bureaus enter their own process for executing a “move”)

Employee does the following in OSGetServices (KISAM):

1. Using KISAM, select “Order from the Product and Service”
2. Select My Workplace
3. Select My Desk/Office
4. Select Move – Furniture, Equipment or People
5. Under “Requested For” your SEID defaults in. Confirm your information or click the light blue icon to auto-populate if not already there.
6. Select Add to Cart to proceed.
7. Complete the following fields:
8. Please describe the service needed (free text): **Enter: Participating in Full Time Telework Test (NBU).**
9. Location (free text): **Enter your current location including suite #, floor #, workstation.** Give as much information as you have.
10. Does this request require expedite handling?: **Select No**
11. The following questions reference the employee’s current POD information:
12. Requested Service (drop down) – Select **Move people and their equipment**
13. Describe why move is needed (free text) – **Enter: Employee approved to participate in Full Time Telework Test (NBU). Employee’s telework location is now their POD.**
14. What is the requested move date? (calendar pop up) – **Insert date 20 business days after PAR effective date.** (see your manager for the PAR effective date)
15. Has this person already moved? (drop down) – **Select No**
16. Number of people moving? (drop down) – **Select 1**
17. Select from location (building) – **Insert your current POD building code**
18. Indicate floor location (free text) – **Input your current POD floor location**
19. Indicate workstation/office location (free text) – **Input your current POD workstation/office location.** Give as much information as you can.
20. The following questions reference the employee’s telework location:
21. Select to location building – **Input your new building code that begins with “TW”** provided by your manager.

22. Indicate floor location (free text) – **Input NA**
23. Indicate workstation/office location (free text) – **Input NA**
24. Are shared workstations involved? (drop down) – **Select No**
25. Is a taxpayer assistance center involved? (drop down) – **Select No**
26. What does the customer want to move? – Full time teleworkers are only entitled to the equipment as specified for Frequent Teleworkers in Telework Program, IRM 6.800.2.
Therefore in most cases select “No” for each list item as you are responsible for moving your own files/equipment.
27. Go back to top of page. **Select Save Details and then Submit.** After you submit, you will receive a ticket number via email. You will be notified when actions have been taken and the ticket has been closed.
28. You may begin FT Telework on the effective date of your PAR action and/or when the Discovery Directory shows “Full Time Telework (NBU)” as the employee’s Work Address/ “TW” Location Code. You will also get an email as below confirming your change in POD and reminding you to review your Earnings and Leave Statement.

Subject: Location change notice

A Personnel Action has been processed that changed your geographical location code. This is the code that determines state, city and local taxes. The action taken may have affected the tax withholdings being deducted from your pay check. Please take a moment to review your Earnings and Leave Statement to assure that the proper taxes are being deducted for your personal situation. If you determine that you need changes made to your withholdings please contact the (enter bureau help office here) XXXXX by phone or on the Intranet at <http://XXXXXXXX> to open a ticket and request a form to change your city/state tax. We are required to withhold state taxes based on your duty station. Each state provides guidance and withholding forms on its website. You may also refer to the Federation of Tax Administrators website for links to the each state's withholding forms using their 'search' feature.

6. Building Access (50 mile limit): If you identified a different POD on your Telework Agreement than the POD where you were before FT Telework-you will need to follow the process below. Failure to follow the process below may keep you from gaining access should you have a need to go in. **If your 50 mile POD is the same as your prior POD-no action required.**

To establish your new building access for the POD that you identified on your Telework Agreement (within 50 miles), you will need to....(bureau enters process here)

- XXXXX
 - Send this form to your manager who will return it to you.
7. While you are waiting to be cleared, you will need to pack up your office. Talk to you manager regarding what files should be retained, and where those files will be stored.
 8. You may opt out of this test at any time by notifying your manager and the Telework Program office through the (enter bureau contact process) During the test, an arrangement with (enter facilites POC here) will preserve your current office/work space in the event that you opt out or the test does not lead to adoption. If Full Time telework is adopted, your office/work space will be released as needed by (enter bureau facilites POC here).
 9. Discuss with you manager about your office supply needs and procedures. You may take your initial supplies from your current POD, however going forward you will need to follow your office procedures for placing orders for office supplies. Your office credit card holder will place your order and it may be mailed directly to your telework location. See Office Supply Guidance.
 10. Both you and your manager will be asked to answer survey questions periodically about how you are doing as a Full-Time teleworker. Your answers will reflect your most recent activities and experiences, and some questions only need to be answered the first time you take the survey. While overall trends will be shared with the participants and managers, individual survey responses will not be released. These surveys are located on the left menu of the Full Time Telework website.
 11. A Participant Log (optional) is available on the website to assist you in capturing notes regarding your full time telework experience and any related costs/savings. This will assist you when it comes time to give input to the Participant survey. Print off a copy and have it handy.

Manager Responsibilities

1. The manager will upload the signed employee's Full Time Telework Agreement to the Telework Agreement Library on the Telework Portal. It is important to select the Full Time Telework type from the drop down menu.
2. Once the employee's Agreement is signed and uploaded to the Telework Agreement Library, the manager must initiate a (enter IT system name here) ticket for a new building code based on either a Change of Duty Location or Change of Building Location. After the building code is received the manager executes a PAR Action in HR Connect and the affected employee puts in a "Move ticket" in (enter bureau system here). This is all part of a 3 step process to 1) obtain a new building code 2) change the employee's POD from their office to their approved telework site. (e.g. residence) which is an OPM requirement and 3) align all IT systems and assets to the employee's new location. These processes may take more than a month or so to complete. The employee must wait until the manager has a PAR "effective date" or when the (enter bureau

employee address book name here) shows the POD as Full Time Telework (NBU). Please refer to the Full Time Telework website for tutorials and specific guidance on all of these actions.

3. To assist the employee in gaining access to the POD identified on their Telework Agreement, managers will need to (bureau adds process here).
4. Managers of participants will be asked to answer survey questions periodically about how their employee is doing as a Full-Time teleworker. The answers will reflect the prior month activities and some questions only need to be answered the first time you take the survey. While overall trends will be shared with the participants and managers, individual survey responses will not be released. These surveys are located on the left menu of the Full Time Telework website.

Questions or Concerns

If at any time you need assistance, you can visit the Full-Time Telework FAQs or submit a request to; the Telework Mailbox. Please identify yourself as a FT TW test participant in your email.

Test Participants: Please send your suggested edits to this document to; (enter email address of mailbox for employees to contact) Make sure you reference the title of this document in your email. Thank you!

Telework and Dependent Care

While telework is not a substitute for dependent care, it can be a valuable flexibility to employees with caregiving responsibilities, by eliminating time required to commute and expanding employees' choices as to dependent care. For teleworkers with in-home dependent care arrangements, it is also important to remember that telework is official work time and a tool for accomplishing work. Bureaus must ensure that while employees are teleworking, all workplace policies remain in place, including telework start/end times, rules regarding time and attendance, and employee expectations concerning performance and conduct. If the level of care needed for a dependent prevents or significantly disrupts work accomplishment, teleworkers should notify their supervisors as soon as possible about the situation preventing the teleworker from continuing work. Teleworkers should then request approval for appropriate leave or previously earned credit hours or previously earned comp time in accordance with bureau policies and/or collective bargaining agreements while performing dependent care responsibilities. Excused absence (paid administrative leave) will not be granted.

REFERENCES

- A. [Telework at Treasury](#) website provides overarching Departmental telework information and links to bureau telework programs and contacts.

- B. OPM's [Telework and Dependent Care](#), focuses on the use of telework as a workplace flexibility to support employees with caregiving responsibilities.
- C. OPM's [Washington, D.C., Area Dismissal and Closure Procedures](#), (updated annually).
- D. OPM's [Telework.gov](#) website
- E. [OPM's A Guide to Telework in the Federal Government, \(April 2011\)](#). Outlines practical information to assist federal agencies, managers and supervisors, Telework Managing Officers, and other staff responsible for implementing telework, and employees.
- F. [Overseas Telework](#) information provided for sponsored domestic employees teleworking overseas (DETO) is found on the [Telework at Treasury](#) website.
- G. [Contact Information for Treasury Bureau Telework Coordinators](#)

Department of the Treasury
Collective Bargaining Agreement(s) –
Telework Provisions

Excerpts from Bureau Collective Bargaining Units

Bureau of Fiscal Service

Article 36

Telework Program

Section 1 – Definition and Purpose

- A. Telework is a flexible work arrangement that allows an employee to perform work at an approved alternate worksite, away from his/her official duty station. The mission, roles and responsibilities within each division, office, or staff and its employees will determine how often and to what extent telework is used.
- B. The Parties recognize that telework arrangements may:
 - 1. Protect environmental quality and conserve energy by reducing traffic congestion and vehicle emissions;
 - 2. Improve employees' work lives by allowing a better balance of work and family responsibilities and reduce work-related stress;
 - 3. Improve the Employer's ability to recruit and retain a high-quality workforce in a competitive job market; and
 - 4. Provide for continuity of operations during emergencies.
- C. The Parties recognize that the Program may benefit both the Bureau and participants, and will seek to maximize employee participation in the Telework Program. While telework is not an entitlement, the Employer will consider an employee's request to participate in the Program consistent with law, regulations, and the provisions of this Article. Eligible employees may participate in the telework program to the maximum extent possible without diminished employee performance.
- D. Telework is voluntary, unless the employee accepts a position which includes the responsibility for telework, which he/she then agrees is a regular expectation of his/her position, and is no longer voluntary.

Section 2 – Schedules

Schedule options for telework:

- A. Ad Hoc/Episodic – telework performed on an occasional or one-time basis, depending on the needs of the worker and/or demands of the work.
- B. Limited – level of participation whereby the employee works one (1) or two (2) days each biweekly pay period at the approved alternate worksite, and the remainder of the pay period at the official duty station.
- C. Full – level of participation whereby the employee works three (3) or more days each biweekly pay period at the approved alternate worksite, and the remainder of the pay period at the official duty station. Normally, employees will be required to come into the office at least two (2) days each biweekly pay period.

Section 3 – Eligibility and Participation

- A. Opportunity for participation in the Telework Program shall be equitably and broadly available throughout Fiscal Service when practical and consistent with its mission and when doing so will not diminish employee performance.
- B. Eligibility is based on the duties and responsibilities of each position, as determined by management.
 - 1. Positions not eligible for telework are those which require, on a daily basis (i.e., every workday):
 - a. the direct handling of secure materials, or
 - b. other on-site activity that cannot be handled at an alternate worksite, such as duties requiring face-to-face personal contact, use of hands-on machinery, equipment or vehicles, or other duties requiring a physical presence, as determined by management.
 - 2. If the position is deemed telework eligible, the incumbent may request to participate in telework. Participation will depend on the nature of the work to be performed, office coverage, and on the employee's disciplinary and performance history.
- C. Participation in telework cannot be granted if the employee:
 - 1. Has been officially disciplined for being absent without permission for more than five (5) days in any calendar year;
 - 2. Has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; or
 - 3. Is in a position ineligible for telework.
- D. Participation in telework may not be granted if the employee has:
 - 1. Disciplinary or adverse actions based on leave or attendance abuse or that would establish a lack of trustworthiness on the part of the employee (management may make exceptions to this prohibition on a case-by-case basis, considering things such as length of time elapsed, duties of the position, extenuating circumstances, etc.).
 - 2. A less than Meets Expectations performance appraisal for the latest rating of record, the employee is on a Performance Improvement Plan, or the employee has received a written counseling that his/her performance has dropped below Meets Expectations.

Section 4 – Requesting Telework

- A. To be considered for telework, the employee, in a telework eligible position, must complete:

1. Mandatory telework training;
 2. A telework agreement (Form 36-1); and
 3. Other applicable forms required as part of the overall telework program.
- B. The telework agreement identifies the terms and conditions of participation in the telework program. The employee and supervisor should meet to discuss the content of the request, including the expectations of work, communication, etc.

Section 5 – Approval/Denial

- A. The Employer's decision to grant or deny an employee's request for a regular or ad hoc telework arrangement will be based on the nature and content of the employee's job, whether the arrangement interferes with the Employer's ability to meet mission, staffing and workload requirements, and whether the employee's request is otherwise consistent with this Article.
- B. The Employer may deny or limit an otherwise eligible employee's participation in a telework arrangement if he/she:
1. Is undergoing training in a new job, or is serving a probationary period; or
 2. Has work that requires him/her to be at his/her Official Duty Station in order to accomplish his/her duties (e.g., receiving visitors, sorting or delivering mail, making copies of or binding documents, or providing on-site computer support).
- C. The Employer will respond to the request for telework within fourteen (14) days, providing an approval or denial. If a denial, the Employer will provide the employee with the reason(s) for the denial in writing.
- D. If multiple employees in the same work area request similar telework arrangements and, due to workload demands, not all requests can be accommodated by the Employer, such requests will be evaluated by the Employer based on position and total Federal Government Service.
- E. Requests to increase/decrease an approved telework schedule must be approved by the supervisor, and will be considered based on work load, office coverage, etc.
- F. If an employee seeks to discontinue his/her telework arrangement, he/she may notify his/her supervisor at any time.
- G. If the Employer approves an employee's request for a Limited or Full telework arrangement, the employee's telework schedule will remain fixed, unless and until changed in accordance with this Article.

Section 6 – Performance

- A. An employee and his/her supervisor may meet to discuss any issues relating to the employee's performance while on telework. This discussion may include identifying any problems or obstacles, which may be interfering with the employee's ability to perform required work.

- B. If an employee is not performing successfully for example, where the employee consistently fails to meet established deadlines or fails to progress satisfactorily on assignments and the quality of the employee's performance decreases while on telework, management reserves the right to cancel the telework agreement, requiring the employee to work at his/her official duty station. When performance improves, management may consider a new telework agreement, at the request of the employee.

Section 7 – Coming Into the Office

- A. The Employer reserves the right to direct an employee scheduled for telework to report to his/her Official Duty Station in circumstances deemed necessary by the Employer to meet mission, staffing and/or workload requirements such as: meetings, receiving work assignments, training, travel, unscheduled absences of other employees, emergency situations, or other situations deemed necessary by the Employer to meet mission, staffing and/or workload requirements. The Employer will give the employee as much notice as possible of the need to report to the Official Duty Station.
- B. When the Employer directs the employee to report to his/her Official Duty Station (or to a temporary duty location, if applicable) on the employee's scheduled telework day in a given week, the Employer may grant or deny an employee's request to work a different telework day based on mission, staffing and/or workload requirements.
- C. An employee may request to change his/her scheduled telework day to another day in the work week because of mission, staffing and/or workload requirements.

Section 8 – Changing Positions

When an employee with an approved telework arrangement is promoted, reassigned or detailed, he/she must complete a new telework agreement, requesting telework for his/her new position, if the new position is telework eligible.

Section 9 – Equipment and Security

- A. Teleworkers will be provided government issued equipment for working at the alternate worksite. Teleworkers must ensure government-provided property is used only for approved purposes. The Employer will service the government equipment provided to an employee, but the employee is responsible for bringing the equipment to the official duty station.
- B. An employee must comply with all relevant information technology security measures, including password protection and data encryption, so that Privacy Act and other security standards are not compromised.
- C. An employee will ensure that his/her alternate work site is safe and has adequate workspace, lighting, ventilation, temperature controls, telephone service, power, smoke alarms, and security. The Employer will require the employee to complete a safety checklist.
- D. An employee must protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, and destruction.
- E. The Employer will provide, upon the request of the employee working a regular telework schedule, a phone card for making business-related long-distance telephone calls.

- F. The Employer will provide a teleworking employee on a recurring schedule with necessary and routine office supplies. Necessary and routine office supplies include pens, paper, paper clips, file folders, etc., but does not include items such as fax machines, hole punchers, printers, printer cartridges, etc.

Section 10 – Work Schedules and Leave

- A. Teleworkers are required to:
 - 1. Work their approved work schedule consistent with the provisions of Article 35, Hours of Work.
 - 2. Follow the established procedures for requesting and obtaining approval of leave.
 - 3. Obtain advanced approval prior to working overtime or comp-time, consistent with the provisions of Article 29, Overtime.
 - 4. Record all telework in the electronic time and attendance system.
- B. Telework-ready employees who are scheduled to work on a day of a closure announcement must telework the entire workday or request leave, or a combination of both.

Section 11 – Unscheduled Telework

A type of situational or ad-hoc telework that allows employees to work from home or a nearby alternate location, on a non-telework day, when OPM announces a modified operating status due to inclement weather or special events that severely impact commuting.

- A. When an office closure appears likely, a telework-ready employee is expected, when practicable, to take sufficient work home to cover the expected period of closure. A telework-ready employee who is not scheduled to telework on the day of a closure announcement and who has portable work available will normally be required to perform unscheduled telework during the period of the closure. If the work available to a teleworking employee is insufficient to fill the entire workday, the employee will consult with his/her supervisor who will either assign additional work or grant administrative leave for the remaining portion of the day.
- B. If the supervisor does not have additional work to assign, he/she will grant administrative leave for the portion of the workday the employee did not work. Supervisors may also consider other exigent circumstances (e.g., power outages, connectivity issues, etc.) for granting administrative leave to teleworkers.

Section 12 – Suspension of Telework

- A. The Employer may suspend or terminate an employee's telework arrangement if the Employer finds that:
 - 1. The employee's continued participation in the telework arrangement is inconsistent with the provisions of this Article; or

2. The employee's performance has declined (i.e., where the employee consistently fails to meet established deadlines or fails to progress satisfactorily on assignments).
- B. Prior to suspending or terminating an employee's telework arrangement, the Employer will normally give an employee fourteen (14) days advance notice and an opportunity to meet with the Employer to discuss the reason(s) for suspending or terminating the employee's telework arrangement.
 - C. The suspension or termination of an employee's telework arrangement pursuant to this Section is not a disciplinary action.
 - D. An employee who has had his/her telework arrangement terminated may reapply for such an arrangement three (3) months from the date of termination.

Section 13 – Coverage/Liability

- A. The Employer will not be responsible for operating costs, home maintenance, insurance, or any other costs (e.g., utilities, internet service) associated with the use of an alternate work site. The Employer will reimburse a teleworking employee for appropriate and authorized expenses incurred while conducting official duties at the approved alternate work site, as provided for by law and regulations.
- B. A teleworking employee is covered by the applicable provisions of the Federal Employee's Compensation Act if injured while performing official duties at his/her approved alternate work site. An employee will notify his/her supervisor immediately of any such accident or injury and will complete any required forms. The Employer will investigate such an incident promptly.
- C. The Employer will not be liable for damages to a telework employee's personal or real property while the employee is working at an alternate work site, except to the extent the Employer is held liable under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Section 14 – Reporting

Within sixty (60) days of the end of each Fiscal Year, the Employer will report to the NTEU the number of bargaining unit employees participating in the telework program broken down by name, division/office/regional office; type of telework (e.g., full, limited, or ad hoc/episodic), days per pay-period, and effective dates. In order to accurately collect this data, employees are required to report the number of hours teleworked each pay period via the electronic time and attendance system.

Internal Revenue Service

TELEWORK BRIDGE PILOT MEMORANDUM OF UNDERSTANDING

The National Treasury Employees Union (“NTEU” or “Union”) and the IRS Office of Chief Counsel (“Counsel” or “Agency”) (the Parties) hereby enter into this Memorandum of Understanding (“MOU”) concerning a Telework Bridge Pilot program to expand telework opportunities for bargaining unit employees. Based on lessons learned during the pandemic, on July 23, 2021, the Parties entered into a MOU whereby they agreed to work collaboratively to establish a telework bridge pilot that expands telework opportunities for bargaining unit employees beyond the current limits in Article 48 of the 2018 Counsel-NTEU Agreement (the “CBA”).

This MOU supplements Article 48 of the 2018 Counsel – NTEU Agreement. There are new rules/arrangements/procedures in this MOU, but where an issue is not modified by this MOU, Article 48 continues to control. The Telework Bridge Pilot will begin on the date when Counsel employees are first required to physically report to the physical workplace. The Telework Bridge Pilot will last until a successor master agreement to the 2018 Counsel – NTEU Agreement becomes effective, except as identified below with respect to Level 3 telework.

The Parties agree to expand telework opportunities and modify Article 48 of the CBA as follows:

A. TELEWORK ELIGIBILITY – NEW EMPLOYEES AND TRANSFERS TO A NEW DIVISION

1. The one (1) year probationary/trial period restriction in Article 48, Section 2(B) is eliminated. There is no waiting period for employees in their probationary/trial period before they may telework.
2. All employees hired after the start date of the Telework Bridge Pilot MOU may telework for up to two (2) days per week for the first six (6) months of their employment. After the first six (6) months, these new hires are eligible for telework to the maximum frequency permitted under this MOU. However, an employee’s telework may be restricted if the employee receives a negative written review under Article 28.
3. Any employees on the Counsel rolls on or prior to the start date of the Telework Bridge Pilot will not be subject to the 2 days per week limit and are eligible for telework to the maximum frequency permitted under this MOU.
4. The provisions in Article 48, Section 2(C) concerning the four (4) month waiting period for telework when an employee voluntarily transfers to a new Division or Associate Chief Counsel office are eliminated under this MOU.

5. The provisions in Article 48, Section 2(D) are eliminated for probationary/trial period employees who do not have a performance appraisal of record. Those employees will be assumed to be “Fully Successful” or the equivalent for the purpose of telework, unless and until they receive a performance appraisal of record that rates them as below “Fully Successful” or the equivalent.
6. The following two sentences from Article 48, Section 2(A) are eliminated:

~~But, due to the nature of the position, it is important that support staff be in the office. Therefore, support staff only have limited opportunities to telework, due to the nature of their position.~~

Article 48, Section 2(A) will now say:

The employee must occupy a position in which the work performed is “portable.” The Office has no obligation to restructure an employee’s work to fit this requirement except as it pertains to Section 10 (A), (B), and (C) below. There is no blanket prohibition on telework for support staff.

B. DISCIPLINE AND TELEWORK RESTRICTIONS

1. Counsel waives any telework bar under Article 48, Section 2(E)(2) for any discipline imposed on or prior to the date that the Telework Bridge Pilot starts.
2. For any discipline imposed on or after the start of the Telework Bridge Pilot, Section 2(E) will be changed to say:

An employee who is disciplined for telework-related reasons (for example, AWOL, misuse of leave, etc.) may not telework for the following number of months after being disciplined:

- (a) 12 months for any suspension;*
- (b) 6 months for any written reprimand; and*
- (c) 3 months for any written admonishment.*

This means that employees disciplined for issues like tax compliance or failure to follow directions (absent any telework-related impact) will not have any telework bar due to the discipline.

3. Article 48, Section 2(C)(3) imposing telework restrictions for any employee on a leave restriction letter is eliminated.

C. GEOGRAPHICAL LIMITS ON TELEWORK LOCATION

1. All telework within Counsel must be performed within 200 miles of an employee's POD. The exception to this rule is that managers may waive the 200-mile limit for an employee for up to 10 days per calendar year to permit employees to telework from more remote distances. This waiver may be used to telework on consecutive days or nonconsecutive days.
2. Example: An employee assigned to the National Office has a typical telework location in the Maryland suburbs. The employee's family is going to Florida for one week and the employee wants to telework on Monday and Tuesday of that week and take annual leave for the rest of the week. The manager should approve this telework request so long as the employee does not exceed the other telework limits in this MOU.

D. TELEWORK AND SUPPORT STAFF

1. Telework is available for support staff (GS-318, GS-986, and GS-999 series) under Level 1 telework.
2. Generally, support staff in the National Office and Field (GS-318, GS-986, and GS-999 series) may telework for up to 2 days a Monday – Friday work week with managerial approval subject to workload requirements and/or office coverage (e.g., upcoming Tax Court calendar or a need for coverage in a small POD with only 1-2 support staff).
3. Supervisors will be reasonable in exercising this discretion and will try, where possible, to allow at least one day of telework per Monday – Friday work week, provided there is sufficient portable work.

E. TELEWORK AND CREDIT HOURS

1. Consistent with Article 5 and Article 48, Section 7(B)(5), credit hours may be worked by all bargaining unit employees at a telework site, with supervisory approval, so as to vary the length of a work week or workday on an ad hoc basis.
2. An employee's request to work credit hours at a telework site will be approved if management determines that appropriate work is assigned, necessary, and available. As an example, an Operator can work 2 credit hours on a Saturday catching up on CASE-MIS entries and then take 2 credit hours to do school pick-up on the following Monday. This example is designed to illustrate how credit hours could work for a support staff employee and is not the only circumstance for support staff telework credit hours.

F. DESIGNATED “NO TELEWORK” DAYS

Article 48, Section 6 (E) is modified as follows:

Supervisors may designate days when no telework may be worked during core hours. Supervisors will designate no more than one “no telework” day per pay period.

G. TELEWORK AGREEMENTS

1. All employees who want to telework at the start of the Telework Bridge Pilot must sign the attached “Telework Bridge Pilot Agreement” within 45 days after the telework pilot begins. Thereafter, any eligible employee who wishes to telework can sign a “Telework Bridge Pilot Agreement” (subject to L(1)(b) below). Any such employee’s telework would begin after management approval.
2. Once signed, these telework agreements will be effective for the life of the Telework Bridge Pilot and will not need to be renewed or re-signed.
3. However, this will not preclude an employee from voluntarily terminating their telework agreement prior to the end of the Telework Bridge pilot.

H. CHILD/DEPENDENT CARE

Article 48, Section 7(C) is modified as follows:

While telework is not intended to serve as a substitute for child/dependent care or other caregiving responsibilities, this does not preclude employees with such caregiving responsibilities from teleworking solely because the dependent is home.

I. REASONABLE ACCOMMODATION

Article 10, Section 10 (B) is modified to add the following language:

Any temporary exception allowing an employee to telework full-time versus physically report to the POD which was approved by Counsel prior to the start of the Telework Bridge Pilot will continue for 45 days after the Telework Bridge Pilot starts, or for the length of the temporary exception that was previously approved, whichever is later, so that the employee will have an opportunity to request a more permanent reasonable accommodation.

J. LEVEL 2 TELEWORK (3 DAYS/WEEK)

1. The provisions of Article 48, Section 4(B) concerning Level 2 telework are broadened so that additional bargaining unit employees are eligible to telework 3

days a week. All Counsel bargaining unit employees who meet the eligibility requirements will qualify for Level 2 telework except for the following employees:

- a. GS-318, GS-986 and GS-999 Legal Assistants and Secretaries; and
 - b. Employees in their first 6 months with Counsel (except as provided in Section A(3) above).
2. The provisions of Article 48, Section 4(B)(1)(b), (c), and (d) about positions being eligible for Level 2 telework are eliminated as well as the 4-year experience rule and the 125-mile rule.
 3. Level 2 teleworkers will not be required to give up office space unless Counsel determines that it is needed. If Counsel makes the determination that office space occupied by a Level 2 teleworker is needed, then space issues will be addressed pursuant to Article 48, Section 4(B)(3)(a).

K. LEVEL 3 TELEWORK (4 DAYS/WEEK)

1. Through this MOU, the Parties are creating Level 3 telework, which allows up to 4 days/week telework.
2. A limited group of employees may qualify for Level 3 (4 days/week) if they have been with Counsel for at least 3 years. Those employees are:
 - a. Attorneys, Tax Law Specialists, and paralegals; and
 - b. Other bargaining unit non-support staff including Tech Advisors, Budget Analysts, and Librarians.
 - c. The 3 years mentioned in K(2) to be eligible for Level 3 telework are measured as cumulative time meaning the time includes prior service with Counsel even if there has been a break in service. This cumulative rule does not apply if the employee's most recent break in service was more than 10 years ago.
3. The 4 days/week for a Level 3 teleworker must all be regularly scheduled telework days during a Monday – Friday work week. This does not preclude an employee from switching a telework day, with managerial approval.
 - a. Management and the Level 3 teleworker work together to schedule the 4 days.
 - b. If management finds that the employee is needed in the office for business reasons, management could cancel the 4th telework day or all telework days by

giving the employee notice in writing of the cancellation and business reason(s) therefore. If this happens, the employee will have no right to reschedule the planned telework days.

- c. However, if management later determines that the business need to be in the office no longer exists (e.g., Tax Court case settled), the employee may telework for the remaining regularly scheduled telework days that were cancelled.
- d. Examples of “business reasons” referred to in (b) above: Attorney needed in the office for Tax Court calendar, collaboration via in-person meeting on large case strategic litigation or guidance project, or in-person training, or other work assignments that require the presence of the employee in the office (e.g., assimilation/mentoring of new employees).

L. SPACE ISSUES FOR LEVEL 3 (4 DAY/WEEK) TELEWORK

1) Notice and Information

- a) Any bargaining unit employee that wants to begin 4 day telework upon reentry must notify management in writing of their intent to request 4 day telework by January 14, 2022 so the parties may address space needs upon reentry post-pandemic.
- b) If an employee did not request Level 3 telework under (a) above, the next opportunity to do so is 6 months after the Telework Bridge Pilot begins (subject to M(2) below).
- c) Counsel will notify NTEU National and the local NTEU stewards via email on or before January 14, 2022 of any specific posts of duty where space is needed such that 4-day teleworkers will have to work in shared space.
- d) Nothing herein shall prevent bargaining unit employees who are approved for 4 day/week telework to voluntarily share an office with another bargaining unit employee where the POD does not currently require office sharing for 4 day/week teleworkers.

2) Procedures for Office Sharing for Employees on Level 3 Telework Determined by NTEU and Bargaining Unit Employees – First 6 Months of Pilot

- a) The BU employees in each POD/Associate office where Counsel has identified there is a need for 4-day teleworkers to share space will hold meetings locally with NTEU. NTEU and the bargaining unit employees will determine how office sharing will work for first 6 months. The Level 3 teleworkers must somehow “share” or “hotel” their space with at least one, and up to two other Level 3 teleworkers, depending on the needs of the post of duty. The local Counsel

Stewards/National Steward will resolve any conflicts during the space sharing discussions.

- b) If local bargaining unit discussions over shared space for the PODs identified by Counsel as having space sharing needs are not concluded by the required re-entry date for that post of duty, the space sharing procedures in paragraph 3 will apply.
- 3) Procedures for Office Sharing for Employees on Level 3 Telework if NTEU and Bargaining Unit Employees are Unable to Agree – First 6 Months of Pilot
- a. All employees who elect 4 day/week telework must share their offices, if necessary due to space needs of their POD.
 - b. The Level 3 teleworker has 1 pay period (transition pay period) to clean up his or her office so that one or two other employees can “sit” in that office temporarily for the 6 months.
 - c. The Level 3 teleworker must clear desktop of all personal possessions / files and one file drawer or bookshelf in office.
 - d. For the first 6 months, the Level 3 teleworker is not required to entirely move of his/her old private office but is required to allow other employees to sit there.
 - e. The Level 3 teleworker may be able to sit in their old office on the day they come into office (whether it is “no telework” day or not). As an alternative, the Level 3 teleworker could sit in a cubicle, conference room, or library.
 - f. A Level 3 teleworker is not eligible under Article 46, Section 9 to move offices if there is vacancy during this time period.
 - g. Bargaining unit employees will not share space with non-bargaining unit employees.
 - h. Other details about space sharing will be worked out at local level / Associate Office level (junior person with window etc.) as described above in Section 2(a).
 - i. At the end of the first 6-month period, if 4 day/week telework ends, then the prior Level 3 teleworkers will return to their prior office.
 - j. If Level 3 telework continues beyond the first 6 months, the parties will begin bargaining the details of space sharing at the end of the 2nd 6 month

Telework Bridge Pilot period. Until bargaining is completed, Level 3 teleworkers will continue to follow the space sharing rules agreed to in paragraph 2 or 3 above.

- k. **Surplus Offices and Work Stations.** In the event that there are surplus or vacant offices and/or work stations after implementation of any local office/desk sharing arrangement, Counsel will make such offices and work stations available to eligible bargaining unit employees in Counsel consistent with Article 46, Section 9.
- l. **Return of Offices to Level 3 Teleworkers.** In the event 4-day telework is terminated for any employee who is participating in an office/desk sharing arrangement, that employee will be returned to the office/desk they occupied prior to the sharing arrangement on the first full pay period following the termination of 4-day telework. Any employees sharing or occupying that office/desk will be reassigned to a new office/desk sharing arrangement following any locally negotiated procedures for office/desk sharing.
- m. **Reasonable Accommodation.** Counsel will ensure that when employees have approved reasonable accommodations and a local office/desk sharing arrangement will interfere with such accommodations, the impacted employees will be exempted from participation in the local office/desk sharing arrangement. Example: If an employee has a special chair due to a reasonable accommodation, the chair will be moved aside in the private office so that another employee can share the office. This is an example of when a reasonable accommodation does not except the employee from office/desk sharing.
- n. **Equipment.** Counsel will ensure that each employee participating in a local office/desk sharing arrangement has sufficient lockable storage space to store his/her files. For any Criminal Tax (CT) employees who are impacted by office/desk sharing arrangements, Counsel will ensure that those employees have secure, lockable storage for grand jury material that is approved by CT Area Counsel.
- o. **Sanitation.** Counsel will ensure that hand sanitizer and disinfectant wipes are available at all shared work stations.

M. DURATION / TERM

1. This Telework Bridge Pilot lasts until a successor master agreement to the 2018 Counsel – NTEU Agreement becomes effective, except as identified below with respect to Level 3 telework.

2. Level 3 Telework: As an exception to the duration/term provision above, the following will apply to the Level 3 telework provisions:
 - a. Designated NTEU and Counsel representatives will “check in” monthly during the initial 6 months of the Telework Bridge Pilot regarding status.
 - b. At the 6-month point, if the Office determines that the 4 day/week telework arrangement is having a negative operational impact, the Office will send written notice to NTEU of its intention to terminate the 4 day/week telework arrangement and the reasons for the proposed termination.
 - c. In the event such notice is provided, the parties will meet to discuss whether changes to the Level 3 telework provisions can be made in lieu of termination. If there is no agreement within 30 days from the notice date of termination, Level 3 telework will end.
 - d. If Level 3 telework ends, there will at least one full pay period notice given to employees before the change becomes effective.
 - e. If the parties agree to continue Level 3 telework under modified terms, the parties will reassess at the 6-month point (using the same process set forth above) after the modified terms begin.
3. If the Office does not provide the notice described above in Section M(2), the 4 day/week telework arrangement described in this agreement will continue and the same process will apply at the next 6-month point (and at subsequent 6-month points) until a successor master agreement becomes effective.
4. Counsel will collect and compile data during the pilot to assess Level 3 telework, including the frequency and reasons for cancellation of telework days, denials of 4 day/week telework requests and the reasons therefore, and data on which employees participated in 4 day/week telework. The data will be compiled within 15 days after each 6-month period and promptly shared with NTEU.

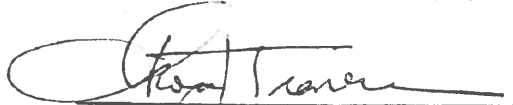
N. GENERAL PROVISIONS

1. Telework limits under this MOU will not apply during any period of time that a telework-eligible employee is required to quarantine due to: a positive COVID-19 test, or where quarantine is recommended by CDC guidelines in place at that time, or where a local public health official orders quarantine.
2. Counsel will promptly send a copy of this MOU via email to all bargaining unit employees once executed, and post and maintain the signed MOU on the Counsel Labor & Employee Relations intranet page and the NTEU Union intranet page.

3. In the event that significant or unanticipated problems or concerns develop in the course of implementation of this MOU, Counsel and NTEU agree to notify each other and promptly meet to discuss and attempt to resolve any problems.
4. This agreement shall become effective upon Agency head review or on the thirty-first (31st) day after execution, whichever occurs first. However, the parties agree the Telework Bridge Pilot will not start until the first day that Counsel bargaining unit employees are required to report to the physical workplace.

Agreed:

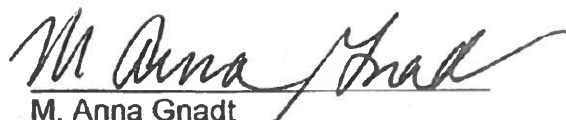
For IRS Office of Chief Counsel:



Thomas J. Travers
Associate Chief Counsel
(Finance and Management)

Date: 12/13/21

For NTEU:



M. Anna Gnadt
NTEU National Negotiator

Date: 12/10/2021

CHIEF COUNSEL TELEWORK BRIDGE PILOT AGREEMENT

Name:

Date of Request:

Job Title/Grade:

Organization:

Type of Telework Request

(Refer to 2018 Counsel-NTEU Agreement, and 2021 Counsel-NTEU Telework Bridge Pilot Memorandum of Understanding for more information on qualifications):

- Level 1 (2 Days per week) – Up to 32 hours per pay period (Project-Based and/or Regularly Scheduled).
- Open to all employees (specifically including GS-318, GS-986 and GS-999).
- Level 2 (3 Days per week) – Up to 48 hours per pay period (Project-Based and/or Regularly Scheduled).
- Open to all employees, except for employees occupying positions in the GS-318, GS-986 and GS-999 series (i.e., Legal Assistants and Secretaries), and employees hired after the start of the Telework Bridge Pilot Memorandum of Understanding in their first 6 months with Counsel.
 - No requirement for employee to “share” their office, unless needed. If needed, space will be addressed pursuant to Article 48, Section 4.B.3(a).
- Level 3 (4 Day per week) – (Regularly Scheduled Only – 4 set days per Monday – Friday week).
- Occupy an Attorney, Tax Law Specialist, Paralegal, and non-support staff positions (e.g., Tech Advisors, Budget Analysts, and Librarians).
 - Must have been with Counsel for 3 years (cumulative).
 - Must agree to share or hotel their space with at least one, and up to two, other Level 3 teleworkers, depending on the needs of the post of duty (See Section L of the 2021 Counsel-NTEU Telework Bridge Pilot Memorandum of Understanding).

Post of Duty (POD):

Alternate Site:

Contact Phone Number at Alternate Site *(Not Soft Phone/Desk Phone)*:

Agreement Period *(See Section G of the 2021 Counsel-NTEU Telework Bridge Pilot Memorandum of Understanding)*:

From (date of signature): _____

Telework Schedule (Note: Level 3 teleworkers are not eligible for project-based telework):

What telework schedule are you requesting?

- ___ Project-based (meaning request for telework each time with information on project to be done)
- ___ Regularly scheduled telework (meaning set schedule of day(s) per Monday – Friday work week)
- ___ Or combination of project-based and regularly scheduled

If you are requesting any regularly scheduled telework, please mark the specific days requested:

(WEEK 1)	Monday	<input type="checkbox"/>	Tuesday	<input type="checkbox"/>	Wednesday	<input type="checkbox"/>	Thursday	<input type="checkbox"/>	Friday	<input type="checkbox"/>
(WEEK 2)	Monday	<input type="checkbox"/>	Tuesday	<input type="checkbox"/>	Wednesday	<input type="checkbox"/>	Thursday	<input type="checkbox"/>	Friday	<input type="checkbox"/>

Procedural Requirements Checklist:

1. By signing this Telework Agreement, I am voluntarily requesting telework. I understand that my official duty station will remain _____. All pay, leave and travel entitlements will be based on my official duty station.
2. I have read and understand the attached policies and procedures regarding telework in the IRS Office of Chief Counsel. I understand that by signing this Telework Agreement I will be required to work (as explained more on the attached pages) when my regular post-of-duty is closed.

Employee's Signature

Date

CHIEF COUNSEL POLICIES AND PROCEDURES FOR TELEWORK

Time, Leave and Office Closings:

1. I understand while doing telework I must be available to supervisors, customers, clients, and co-workers. Accordingly, I will be available for all business during my regularly scheduled tour of duty while teleworking, except for approved leave or credit hours.
2. I agree to notify my supervisor and request appropriate leave if I am unable to perform work during my tour of duty. I understand that I will be responsible for requesting leave or credit hours in accordance with established office procedures for all periods I do not work during my tour of duty while on approved telework.
3. I understand that I may (in appropriate circumstances) be called back to my official duty station in accordance with the rules and procedures explained in Article 48, Section 6(D).
4. I understand that, when an emergency condition forces the closure of my POD and employees working in that facility are granted administrative leave, the general rule is that I will not receive administrative leave, except for employees occupying a position in the GS-318, GS-986, and GS-999 series (i.e., Legal Assistants and Secretaries), and must instead work at my telework location. More details about these rules are explained in Article 48, Section 10 of the 2018 Counsel – NTEU Agreement.

Safety and Security Issues:

5. I understand that it is my responsibility to observe the required security precautions normally associated with my work. I will apply safeguards to protect any information regarding tax returns and return information as defined in I.R.C. § 6103 and comply with the Privacy Act, 5 USC § 552(a). Due to security standards, I may not use my home computer for Office work.
6. I agree to provide an adequate work area for the performance of my official duties. I understand any accident or injury at the telework site while I am performing work duties must be brought immediately to the attention of my supervisor. I understand that Federal Employee's Compensation Act regulations and procedures will be applied if I am injured while performing work duties.

7. I understand I am responsible for ensuring the safety of the work environment at my telework location and the Government will not be liable for damages to my personal or real property occurring during the course of my performing official duties, or while using Government equipment in my residence, except to the extent that the Government is held liable under the Federal Tort Claims Act or the Military Personnel and Civilian Employee's Claims Act. I also understand a claim for negligent or wrongful acts or omissions that occur while I work at my residence may be covered under the Federal Tort Claims Act.

Costs and Equipment:

8. I understand that the Government will not be responsible for providing high-speed internet access or any operating costs, home maintenance, phone installation, or other incidental costs (e.g., utilities) associated with the use of my residence/alternative work site. This does not preclude reimbursements for authorized expenses incurred while conducting official business for the Office (e.g., long distance phone calls). I understand that I will be responsible for notifying my supervisor of any Government resources or services I may need to use, as well as the amount of expenses for such resources or services, and that any such services or resources (other than long distance phone calls to the office from the alternate work site) must be approved before my securing them. Requests for reimbursement of these services and resources will be substantiated by appropriate receipts.

9. I understand I will be responsible for the protection of any Government equipment provided to me, and that I am solely responsible for the cost, if any, of transporting such Government equipment from my official duty station to my telework location as well as the costs, if any, of returning the equipment to my official duty station.

(For bargaining unit employees only):

I have read and agree to abide by all provisions of Article 48 of the CC – NTEU 2018 Counsel – NTEU Agreement, and 2021 Counsel-NTEU Telework Bridge Memorandum of Understanding.

(If deemed necessary by manager approving form):

Due to employee's specific job, there are requirements on how long files can be kept at a telework location.

Any other unique rules based on employee's particular job

I have discussed the employee's Telework Agreement with him or her and I am approving this Agreement:

Manager Signature

Date

the date of the notice provided to the Union in subsection 2A1 above. The time period for bargaining may be extended, as necessary, upon mutual agreement. The parties may address in bargaining any matters that are not expressly covered by this Agreement, except that matters addressed in Article 39 shall be considered appropriate subjects for bargaining.

3. If the Parties fail to reach agreement following bargaining, the Parties will resolve any impasse through the impasse resolution procedures contained in Article 47, Section 2.

B. Miscellaneous

1. Employees may not substitute annual leave, sick leave, paid administrative leave, compensatory time, credit hours or any other paid leave for furlough hours.
2. If an employee has “use or lose” leave scheduled during the furlough, the employee and their manager shall make every reasonable effort to reschedule the expiring leave during the leave year. In the event that it cannot be rescheduled, the shutdown will qualify as an exigency of the public business and the forfeited leave may be restored in accordance with IRM 6.630.1.3.3.
3. When an administrative furlough impacts the contractual deadlines of this Agreement, all parties will be provided one (1) additional day in which to meet those contractual deadlines for each day of the furlough.

Article 49 | Transfer of Function

Section 1

Purpose and Definition

- A. This Article establishes procedures for movement of work under Transfer of Function (TOF) regulations. Any TOF will be in accordance with applicable law, rule, and regulation.
- B. A TOF means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected. A TOF is also movement of the competitive area in which the function is performed to another commuting area. In a TOF, the operation of the function must cease in one competitive area and must be carried on in an identical form in another competitive area where it was not being performed at the time of transfer.

Section 2

Notification

- A. When it is determined that a TOF is necessary, management agrees to inform the Union as far in advance as practicable, giving the reason for the action, the appropriate numbers, types and geographic location of positions affected, and the approximate date of the action. At that point the Union will be permitted to invoke negotiations over this change.
- B. The Service will notify impacted employees of the proposed TOF plan in writing. The employee will be able to consider the action and decide whether he or she will transfer with the function or not. Where the TOF is to another commuting area, the employee will not have less than ten (10) days to state his or her intentions.
- C. Affected employees may be covered under the provisions of Article 51 CTAP, and/or may be separated under provisions consistent with 5 C.F.R. §§ 752 and 351.

Article 50 | Telework

Section 1

General

- A. 1. Telework is a program that permits employees to work at home or at other approved locations remote to the assigned post-of-duty (POD). Telework arrangements may include working at home or in satellite office sites or other approved Telework work sites with or without computers and other electronic equipment. The assigned POD of an employee approved for Telework must be an IRS POD and may not be the employee’s residence.
2. For all Telework arrangements approved by the Employer, the Telework location must be within a 200-mile radius of the employee’s assigned POD. Managers have discretion to approve exceptions for up to two pay periods per calendar year. If granted, the reporting requirements in Section 1.A.3-4 and 4.B are waived (all other provisions of this Article apply), and the employee will be required to use their own leave if unable to telework (e.g., power outage). Approvals must be in writing.
3. If requested by the Employer, the employee must be able to report to their office for their normal tour of duty on the following workday at no cost to the Employer. Furthermore, the requirement to report to their POD could be for any number of workdays or consecutive

workdays and will not entitle the employee to reimbursement for travel and per diem.

4. Employees on a Telework arrangement are required to report to their assigned POD at least two (2) days each pay period for their full TOD, and may be removed from Telework if they fail to do so. However, managers have discretion to waive the reporting requirement for Teleworkers in accordance with 5 C.F.R. Sec. 531.605(d)(2). Such a waiver will be in writing. Mobile workers who regularly perform work within the locality pay area meet the reporting requirement. If an employee is on an approved absence for all of the day on which they would otherwise have to report to the POD, the requirement to report is satisfied. An employee who has reported to their POD for less than their full TOD to the extent they are on approved leave has met the requirement.
5. A supervisor's official relationship with, authority over, and accountability for an employee participating in the Service's Telework Program is no different than their relationship with, authority over, and accountability for employees who are not participating in the Telework Program. Consistent with the provisions of this Article, the supervisor retains the authority to review, determine, and approve participation in this program.

B. Types of Telework

Employees may be eligible for Frequent Telework, Recurring Telework or Ad Hoc Telework consistent with the criteria set forth in subsections 2F, 2G, 2H, 2I and 2J of this Article.

1. Frequent Telework involves regular and recurring duties that may be performed at the approved Telework site for more than eighty (80) hours each month (not including overtime, credit hours or compensatory time worked).
2. Recurring Telework involves recurring work assignments performed at the approved Telework site for eighty (80) hours or less per month (not including overtime, credit hours or compensatory time worked).
3. Ad Hoc Telework involves instances of non-recurring projects or work assignments that may occasionally be performed at the approved Telework site. Each instance of Ad Hoc Telework must be approved in advance by the supervisor.

- C. Participants will be permitted to work at home or other Telework work sites full days or a portion of a day when approved for a Telework arrangement pursuant to the provisions of this Article.

1. Work schedules for employees participating in Telework must be consistent with the provisions of Article 23 of this Agreement. Employees who Telework for a portion of a day must use non-duty hours (e.g., unpaid lunch or meal period), or otherwise take leave or credit hours for commuting between their POD and approved Telework site.
 2. Unless as otherwise provided by this Article, there is no limitation on how the days worked on Telework may be configured as long as the scheduling is not disruptive to the work that remains in the office nor causes an unreasonable burden on those who choose not to work a Telework arrangement. For example, a Recurring Telework Agreement may include recurring or concurrent days each week, a single day, or a group of single days (e.g., Mondays in October, Tuesdays in November), depending on the nature of the employee's work. Management and employees may decide not to designate specific recurring days but to engage in an ongoing discussion as needed as to which days should be designated based upon the nature of the employee's work.
- D. Work away from the office may vary depending upon the individual arrangements between the employee and the manager.
 - E.
 1. Employee participation in the Telework Program is voluntary. Once an employee enters into a Telework Agreement, the employee may, at any time, terminate, reduce, or request to increase the number of hours and/or days on which the employee performs work at the Telework location. If such modifications change the type of Telework for which the employee has been approved (e.g., from Frequent to Recurring Telework), the employee will be required to execute a new Telework Agreement.
 2. Employees who choose to work Frequent Telework should be prepared to continue in that program for a period of at least twelve (12) months given the impact it could create by returning to the office and requiring office space. Any time an employee on Frequent Telework believes they need to permanently or temporarily return to work in the IRS office, the employee will normally provide the Employer with thirty (30) days notice of the needed change, except in emergency situations such as the loss of space in the home, security reasons or lack of equipment. The Employer will make reasonable efforts to accommodate the employee's needs. Employees returning

to the IRS office in these circumstances must recognize that the equipment and workstations that are made available by the Employer may not immediately be the same as the ones they had prior to participating in the Telework Program. Subject to the provisions of Article 11, Section 23 of the Agreement, the Employer is expected to provide the employee a complete work area equal or similar to that of others in their occupation in their assigned POD within a reasonable time frame.

- F. Telework is not a replacement for dependent/family care. Employees with a Telework Agreement are permitted to Telework even if there are dependents/family at the Telework site. However, any interruptions or time spent giving care to such individuals during the employee's tour of duty will not be considered hours of work. The employee is expected to account for such non-work hours as soon as practicable with appropriate leave (paid or unpaid) or other paid time off.

Section 2

Eligibility

To be considered for a Telework arrangement or to continue to work on a Telework arrangement, an employee must meet the following criteria:

- A. An employee must have been in the Service's employ for at least twelve (12) months; however, the supervisor may decide to shorten the one (1) year service requirement on a case-by-case basis.
- B. An employee must have a "fully successful" (or equivalent) performance appraisal. If the employee has worked for more than twelve (12) months and does not have an appraisal, they will be assumed to be "fully successful." If the employee is on a Performance Improvement Plan (PIP), they are not considered to be fully successful and not eligible for participation in the Telework Program.
- C. 1. The employee must not have received any disciplinary/adverse action in the last twelve (12) months that would negatively impact the integrity of the Telework Program, e.g., falsification of time and attendance records or any violation of Section 1203(b) of the RRA of 1998.
2. The employee must not have received a disciplinary action for being absent without permission for more than five (5) days (at least 41 hours) in any one (1) calendar year and the record of the discipline remains in the OPF. For the purpose of this provision, "officially disciplined" means any discipline that is placed in the employee's OPF.

3. The employee must not have ever been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
4. If the employee's duties have been changed due to a conduct investigation in which management has sufficient evidence of serious wrongdoing that would negatively impact the integrity of the Telework Program, the employee will not be approved for Telework pending resolution of the conduct investigation.
- D. The employee must be at the journey or full working level of their position (e.g., Revenue Officer GS-11) or have been in the position for more than two (2) years, whichever is less. However, the supervisor may decide to shorten the two (2) year time frame in this subsection on a case-by-case basis.
- E. 1. The employee must have a telephone (or capability to make and receive calls) and high-speed internet if the work being performed at the Telework site requires IRS network connectivity; work space suitable to perform work; utilities adequate for installing equipment; and a general work environment that is generally free from interruptions and provides reasonable security and protection for government property. The cost of these will not be paid by the Service. Nothing in this provision prohibits employees who are issued a mobile hotspot or other comparable technology consistent with their IT profile from using it at a Telework location.
2. In addition to the requirements in Section 2E1, above, telephone trained employees (as defined in Exhibit 23-1, Section 2A1) who are assigned incoming/outgoing calls using an automated telephone system must have high-speed internet through a wired connection to their IRS computer if management determines it is necessary. Where the employer has determined a wired connection is necessary, it will provide cables of up to 100' feet, upon request.

F. Frequent Telework Criteria

An employee who meets the eligibility criteria set forth in subsections 2A through 2E, above, is assigned to one of the occupations listed in Exhibit 50-2, and has regular and recurring duties that may be performed at the approved Telework site for more than eighty (80) hours each month will normally be approved for

Frequent Telework upon request. Employees may be approved for any number of days and hours between the minimum (more than 80 hours per month) and maximum, consistent with the two-day reporting requirement in Section 1A4, above (e.g., dependent on their job duties, some employees may be required to report to the office more than two days per pay period). However, the parties recognize that some employees in the occupations listed below may be assigned duties that are not appropriate for Frequent Telework. Therefore, the Employer reserves the right to assert on a case-by-case basis that an employee is not eligible for Frequent Telework. Such an assertion must be based upon a determination that the employee's work at the time of the request; (1) does not encompass regular and recurring duties that can be effectively accomplished outside of the traditional office/team setting; or (2) cannot be accomplished by an employee working independently of other co-workers, support staff, and/or their supervisor, without any adverse impact on individual and/or overall team or office productivity or customer service.

The parties at the National level may mutually agree to place other positions on Frequent Telework.

G. Frequent Telework – Other Occupations

Nothing in this section precludes an employee who meets the eligibility criteria in subsections 2A through 2F above, and is assigned to an occupation not listed in Exhibit 50-2, from requesting Frequent Telework. Such requests will be approved or denied based on the criteria listed in subsection 2F, above.

H. Recurring Telework Criteria

1. All IRS employees, including those in occupations listed in Exhibit 50-2, and employees occupying campus positions, who meet the eligibility criteria set forth in subsections 2A through 2E above, and who occupy a position that involves recurring work and assignments for eighty (80) hours or less per month that: (1) can be effectively accomplished outside of the traditional office/team setting; and (2) can be accomplished independently of other co-workers, support staff, and/or the employee's supervisor, without any adverse impact on individual/team or overall office productivity or customer service may request and be approved to work Recurring Telework. Using the criteria listed above, the supervisor will, on a case-by-case basis at the time of the request, either approve or disapprove the request. Employees may be approved for any number of days and hours up to a maximum of 80 hours per month.
2. The hours specified above shall be prorated for part-time employees.

I. Ad Hoc Telework Criteria

All IRS employees who meet the eligibility criteria set forth in subsections 2A through 2E, above, and have work assignments that can be effectively accomplished outside of the traditional office/team setting on an occasional basis such as report writing, document review, a project, preparing course materials for an instructor assignment or drafting correspondence, may work Ad Hoc Telework subject to the approval of their supervisor.

J. Dispute Resolution

Any disputes over the denial of a Telework arrangement will be resolved as follows:

1. The Employer will place in writing its decision to deny a Telework request and provide the written decision to the employee. Within ten (10) workdays of the employee's receipt of the written decision to disapprove the request for Telework, the Union and/or employee may file a request for reconsideration of the denial to the first level Executive or designee in the employee's chain-of-command.
2. The written request for reconsideration must include the reasons that the employee and/or Union believe the denial was not appropriate.
3. If requested by either party, a telephonic meeting will be held to discuss the denial of the Telework arrangement. During the meeting, the Union may present documents to support approval of the Telework arrangement.
4. The meeting shall include a Union steward, the employee, the Executive or designee. A Labor Relations Specialist may also attend at the option of the Executive or designee.
5. The Executive or designee will consider the information submitted by the employee and/or Union and provide a written response to the employee and Union within fifteen (15) workdays of the receipt of the request for reconsideration or the telephonic meeting if one is held.
6. If the Union disagrees with the decision of the Executive or designee, the Union may invoke arbitration in accordance with the streamlined arbitration process of Article 43, subsection 4D of this Agreement. However, conventional arbitration procedures will be followed if either party provides notice of the intent to introduce bargaining history consistent with Article 43, subsection 4A21 of this Agreement.

K. Modification, Suspension, or Termination of Telework Arrangements

A supervisor may temporarily suspend, modify or terminate a Telework arrangement. Decisions to

temporarily suspend, modify, or terminate a Telework arrangement must be made by the supervisor on a case-by-case basis and based on business needs or employee performance or conduct. Examples of reasons for a temporary suspension, modification or termination of a Telework arrangement would include:

1. anytime an employee falls below minimum eligibility requirements as defined in this Article;
2. an employee fails to comply with their Telework agreement;
3. failure by the employee to communicate with managers, co-workers and customers consistent with subsection 5A2 of this Article;
4. issuance of a PIP, leave restriction letter, or intent to deny a within-grade increase;
5. an employee who otherwise has portable duties is temporarily required to provide on-site office coverage;
6. the employee's performance declines (e.g., reduction in a mid-year progress review or end-of-year appraisal, two (2) negative recordation's separated by at least sixty (60) days for employees at the journey level or higher; or two (2) negative recordation's separated by at least thirty (30) days for employees below the journey level) and the decline may be reasonably attributed to working on Telework.
7. In the event an employee changes positions, the manager and the employee should review and update the Telework Agreement, as necessary.
8. If the employee's duties have been changed due to a conduct investigation in which management has sufficient evidence of serious wrongdoing that would negatively impact the integrity of the Telework Program, the employee may be suspended from Telework pending resolution of the conduct investigation; and/or
9. Final disciplinary or adverse action based on conduct that negatively impacts the integrity of the Telework Program, e.g., falsification of time and attendance records or any violation of RRA of 1998, Section 1203(b). Under such circumstances, the employee may be suspended from Telework for up to twelve (12) months beginning on the effective date of the discipline.

Section 3

Implementation

- A. Prior to engaging in Telework, employees must individually enter into a Telework Agreement. The Telework Agreement may be found in Exhibit 50-1. Exhibit 50-1 is available electronically as Form 11386. The Telework Agreement will include the current Telework type, location, and day(s) or schedule. Any permanent change that modifies the employee's type of Telework (e.g., Frequent to Recurring, Recurring to Frequent) must be captured in a new Telework Agreement. Changes to Telework days that do not affect the type of Telework for which employees are approved may be made by pen and ink changes on their existing Telework agreement.
- B. Employees who are currently approved for a Frequent or Recurring Telework arrangement may retain that arrangement pursuant to the provisions of this Article.
- C. Training
 1. Employees shall complete IRS Telework training prior to entering into a Telework Agreement.
 2. Subject to workload considerations, employees will be granted up to one (1) hour of administrative time to complete the Telework training.
 3. NTEU Chapters may review the Telework training material by accessing the Agency's online training platform

Section 4

Management Responsibilities

- A. Managers will meet with Telework employees at least once a year for the purpose of discussing, reviewing, and updating the Telework agreement, including capturing any update to a telework location in a new Telework Agreement, if necessary.
- B. The Employer has the right to direct Telework employees to report to the office on their scheduled telework day due to special circumstances, e.g., office assignments, meetings and/or training classes, Filing Season Agreements, and details to other duties. These should be planned to give the employee notice in time to travel to the official duty site during their regular commute time. Time spent traveling will not be considered hours of work if it is commuting. When the employee is scheduled for a full day tour of duty (TOD) at the Telework site and receives notification to report to the official duty station too late to travel during normal commute time, administrative time will be granted.
- C. The Employer has the right to meet with employees to give assignments and to review

work as necessary at either the official duty station, approved Telework location, or a mutually agreed upon site.

- D. To ensure that Information Systems and sensitive information procedures are in place at alternate work sites, the Employer may inspect the employee's work site with forty-eight (48) hours notice to the employee. The employee may arrange for an NTEU representative to accompany the Employer at the inspection. If the employee refuses a work site inspection, the Employer may immediately cancel the employee's Telework arrangement and the employee must surrender all Employer equipment and return to the appropriate office setting. The Employer will notify the employee as to the date and approximate time of arrival, the number of management officials coming to their home, the estimated duration of the inspection and other appropriate information. The employee is entitled to forty-eight (48) hours notice of any such visits to the employee's work site except in cases of emergency or similar extraordinary cause. In all cases, as much notice as possible will be given.

Section 5

Employee Responsibilities

- A. 1. Employees must notify the supervisor and/or designee of changes in work locations and conditions that interrupt work (e.g., power or internet outage), and must maintain communications with managers, co-workers and customers during the time the employee is on Telework.
2. Employees may be required to report to the worksite for regularly scheduled meetings.
- B. Employees must protect all Government records and data against unauthorized disclosure, access, mutilation, obliteration, and destruction. Files and other information that are subject to the Privacy Act regulations must be secured in a way that renders these records and data inaccessible to anyone other than the employee. At a minimum, this will require that all records and data be kept under lock and key when not in the possession of the employee.
- C. Employees must comply with all required security measures and disclosure provisions, including computer cable locks, password protection and data encryption so that at no time are the security, disclosure, or Privacy Act requirements of the Service compromised.
- D. Employees must ensure that government provided equipment/property is used only for authorized purposes.

- E. Employees may not use a personal email account to conduct any official business of the Government.
- F. Employees will inform the supervisor when they are unable to perform work due to illness or personal problems during the Telework TOD and requesting appropriate leave. Employees on Telework who experience conditions that prevent work at their Telework site and that do not impact their assigned POD (e.g., power outage, connectivity issues) will contact their manager as soon as practical. Employees may be directed to report to their assigned POD to complete their workday. Employees who are directed to report to their assigned POD to complete their workday will be granted administrative time (duty time) to report to the office. Managers may grant administrative leave, subject to any statute or regulation, in lieu of directing the employee to report to the POD on a case-by-case basis.

Section 6

Time and Attendance, Hours of Duty, and Alternate Work Schedules (AWS)

- A. Existing rules in Title 5 of the U.S. Code and the Fair Labor Standards Act (FLSA) apply to Telework arrangements.
- B. Participants may request any schedule allowed for their positions consistent with Article 23 of this Agreement. Employees may earn credit hours on Telework, if permitted by their work schedule, and consistent with the provisions of Article 23, subsection 5A1 of this Agreement.
- C. Overtime, compensatory time and credit hours must be approved in advance consistent with Articles 23 and 24 of this Agreement.
- D. Regulations and provisions of this Agreement regarding leave remain unchanged under the Telework Program.
- E. Employees will report time spent on Telework on Form 3081 or in the online time-keeping system.

Section 7

Telework Requirements During Weather and Safety-Related Conditions

- A. Whenever it becomes necessary to close an office because of a weather or other safety-related condition, reasonable efforts will be made to inform all employees by private or public media, including email, the IRS Emergency Hotlines, and other methods as appropriate and available. Such notice will be made as soon as practicable. A "weather or other safety-related condition" is one which is general rather than personal in scope and impact. It may be caused by developments such as terror alerts or attacks, heavy snow or severe

icing conditions, floods, earthquakes, hurricanes or other natural disasters, air pollution, massive power failure, major fires or serious interruptions to public transportation caused by incidents such as strikes of local transit employees or mass demonstrations that create safety-related conditions consistent with 5 C.F.R. Part 630, Subpart P.

- B. For the purpose of this Section, Telework-ready employees are employees with an approved Telework Agreement who have the necessary equipment (e.g., laptop) and necessary work files (paper or electronic) at their Telework location (or transportable to the Telework location pursuant to Section 7.E, below) to perform required duties at the Telework location at the time of an office closure or at other times as discussed below.
- C. When an employee with an approved Telework Agreement may reasonably anticipate that a weather or other safety-related condition may force the closure of their IRS facility (e.g., forecasted snow storm), the employee must take reasonable steps (within an employee's control) to become Telework-ready – i.e., take necessary work equipment and necessary work files to their Telework location – for the anticipated day(s) the facility may be closed. In such circumstances, managers may authorize employees who are not in their POD to travel on administrative time (duty time) to their POD to obtain necessary work equipment or files to become Telework-ready.
- D. When an employee is Telework-ready and a weather or other safety-related condition forces the closure of their IRS facility, the employee is expected to perform work at their approved Telework location for their entire TOD. Where the employee's telework site is also impacted by the same weather or safety-related condition (e.g. hurricane, wildfire, flood, evacuation) as the POD and the condition prevents the employee from safely working (e.g., power outage, evacuation order), the employee may be granted an equivalent amount of weather and safety leave. If the employee is not Telework ready for all or part of the tour of duty when a weather or safety-related condition forces the closure of the IRS facility, the employee may be granted an equivalent amount of weather and safety leave.
- E. When a teleworking employee experiences a weather or other safety-related condition that prevents them from safely working at their Telework site, the employee must contact their supervisor as soon as practicable. The employee may be directed to travel to the employee's regular worksite – provided they may safely travel under the circumstances – to complete their workday. If directed to travel during regular duty hours, the employee will receive administrative time (duty time) to do so. If the employee is not directed to report to their regular worksite, the employee will be granted weather and safety leave. To be granted weather and safety leave under this provision, the employee may submit Form 10837 or other appropriate documentation (e.g., email) in support of their claim.
- F. In the event the office has an early departure, employees who have a Telework agreement and who are working in the office are required to take their equipment and work files to their Telework location to finish their TOD. Employees required to travel to their approved telework location during regular duty hours will be granted weather and safety leave for the time required to travel home. However, if the employee's telework site is also impacted by the emergency condition (e.g. hurricane, wildfire, flood, evacuation) and the condition prevents the employee from safely working (e.g., power outage, evacuation order), the employee may be granted an equivalent amount of weather and safety leave.
- G. In the event the office has a delayed opening, telework ready employees who were scheduled to report to the office may request to use unscheduled telework for their entire tour of duty or arrive at the delayed opening time to complete their tour of duty in the office.
- H. Unscheduled Telework hours worked due to a weather or safety-related office closure or unscheduled Telework announcement will not count against the employee's maximum number of hours permitted under the Telework Agreement. The unscheduled telework day will count toward the two (2) day per pay period requirement to report to the POD referenced in Section 1A4 of this Article.
- I. Employees who are required to work unscheduled Telework will not have their previously scheduled Telework days changed or cancelled.
- J. Employees on a Telework agreement may cancel preapproved leave or paid time off and be granted the same amount of weather and safety leave as other employees if: (1) the intended purpose of the leave or paid time off is frustrated by the same weather and safety-related condition forcing the office closure; and (2) the employees are not Telework-ready. The manager may request information or documentation to show that granting weather and safety leave is appropriate.
- K. In cases where weather and safety leave is granted for consecutive days, the employee must be reachable by the Employer via telephone or email, provided such services are available. If

so, the employee must respond to attempts to communicate within twenty-four (24) hours.

Section 8

Furniture and Equipment

- A. 1. All requests for furniture and equipment will be provided within thirty (30) days of the request contingent upon budget, with the understanding that if it is not provided within the thirty (30) days, it will be provided as soon as possible thereafter.
2. The Employer has determined that employees will not be provided duplicative equipment for purposes of Teleworking. Equipment provided for purposes of mobile work does not constitute duplicative equipment provided for the purpose of this subsection.
3. Equipment provided for use in a POD may not be removed for use in a Telework site except for certain peripheral computer equipment (e.g., cable locks, docking station, mouse, keyboard, or monitor) unless otherwise authorized by this Section.

B. Employees on Frequent Telework

If requested, employees participating in Frequent Telework will be provided the following equipment:

1. a lockable file cabinet purchased by the Employer;
2. for communications, employees will be provided with the capability to make outgoing and receive incoming calls via employer-provided technology;
3. a Government-issued personal computer equipped with technology for remote network access; and
4. the capability to print, scan, fax and/or copy if the Employer determines it is needed for the employee to perform their job duties.

If the equipment/capability provided to the employee becomes inoperative, the Employer will repair or replace it as soon as practicable.

C. Employees on Recurring Telework

If requested and related to their job duties, employees participating in Recurring Telework will be provided with the capability to send and receive voice calls and messages to assist in their communication needs with management and customers, and a lockable file cabinet purchased by the Employer. Based upon the work approved for the Recurring Telework arrangement, and to the extent laptops are available through the loaner laptop program, employees will be provided a loaner laptop if they do not already have a laptop as part of their normal job duties.

D. Employees on Ad Hoc Telework

Employees approved for an Ad Hoc Telework arrangement will not be provided additional equipment and must be able to complete the assigned work at the Telework site using the equipment provided for their normal job duties. However, to the extent laptops are available through the loaner laptop program, employees will be provided a loaner laptop if they do not already have a laptop as part of their normal job duties and a laptop is needed to complete the work.

E. Employees with Field-Based Duties

An employee who works Recurring Telework, and who regularly performs a combination of Telework and field-based assignments for eighty (80) or more hours each month, will also be provided equipment consistent with subsection 8B above.

Section 9

Information

By October 31st of each year, the Employer will provide data for the prior fiscal year showing the employees approved for telework, including their name, BOD, POD, Series, Grade, type of telework (frequent, recurring, or Ad Hoc), and the total number of telework hours worked by each employee

Article 51 | Career Transition Assistance Plan (CTAP)

Section 1

Displaced and surplus employees are afforded career transition assistance and selection priority in obtaining a permanent position either within or outside their commuting area. The definition of displaced and surplus employees and local commuting area may be found in the glossary of terms in Exhibit 51-1.

Section 2

- A. The Service's CTAP provides employees identified as "displaced and/or surplus" with the necessary human resource tools to assist them in obtaining a permanent position either within or outside the Federal Government. The provisions of this Article are to be interpreted consistent with 5 C.F.R. § 330, subpart F.
- B. An employee will be determined eligible for career transition services and selection priority immediately upon receipt of a reduction in force (RIF) notice of separation or notice of proposed separation for declining a directed reassignment or transfer of function outside of the local commuting area, Certificate of Expected Separation, notice of position abolishment, a notice stating that the employee is eligible for discontinued service

Alcohol and Tobacco Tax and
Trade Bureau
(TTB)

ARTICLE 46: TELEWORK

Section 1 Purpose

Management has determined that it is the policy of the Bureau to provide employees the opportunity to participate in telework to the extent practical in furthering the Bureau's mission and to the extent appropriate for the employee's position. The parties will make every attempt to maximize the amount of work that can be done through telework. Participation in the Telework Program is voluntary on the part of employee (unless made a condition of employment prior to appointment).

The parties recognize that telework can improve the quality of work life and job performance and increase productivity, e.g., reduce office overcrowding and provide a distraction-free environment for reading, thinking, and working; improve morale and reduce stress by giving employees more options to balance work and family demands; extend employment opportunities to people with disabilities, including employees who have partially recovered from work-related injuries who can do the job from off-site location; and decrease commuting times, traffic and parking congestion, energy consumption, and air pollution. Further, by promoting telework the Bureau anticipates savings in space costs and increased productivity without an adverse impact on the level of customer service.

Management officials shall implement the Bureau's Telework Program in a fair and equitable manner. The Parties further recognize that telework can be a means of providing reasonable accommodation to an employee in accordance with Article 11.

Unless otherwise expressly noted, this Article applies to those employees whose official duty station is a Bureau facility and not to fixed teleworkers.

Section 2 Definitions

A. **Alternative Worksite:** an approved location, e.g. home, telework center or other location, where a regular teleworker continues to perform his or her essential job duties when away from the employee's official duty station.

B. **Hoteling:** the practice of providing shared office space to teleworking employees at their official duty station. Hoteling can reduce the amount of physical space by reducing the 1-1 employee/office ratio thus lowering real estate costs. Any hoteling program shall include a reservation system as appropriate in order to ensure that office resources are available.

C. **Official Worksite:** for fixed teleworkers the official worksite is the location where they normally work, typically in their home. For purposes of a RIF, the fixed teleworkers official worksite will be their assigned Federal office. For a regular

teleworker, the official worksite is the regular worksite for the employee's position, i.e., the place where the employee would normally work absent a telework agreement.

D. **Telework:** a work flexibility arrangement under which an employee performs the duties and responsibilities of his or her position and other authorized work activities at an alternative worksite.

E. **Regular Teleworker:** an employee who has an approved telework agreement and works at one or more approved alternative worksites, i.e. other than the employee's official duty station, for all or part of a work week or on an episodic basis.

F. **Fixed Teleworker:** an employee who must telework at the pre-approved official worksite as a condition of employment. Fixed teleworkers work from the field. Fixed teleworkers cannot be directed to report back to an office more than 50 miles from the fixed teleworkers official worksite unless the Bureau pays for a permanent change of station, household move, or the employee remains in temporary duty assignment status while in the office, as required by law.

Section 3 Employee Eligibility Criteria

Management has determined that an employee must meet the following criteria to be eligible for both initial and continuing participation in telework and that the following procedures will be used.

A. Before an employee may engage in telework, the employee's position must be designated eligible for telework by Human Resources Division.

B. The employee must meet the eligibility criteria, be approved for telework and have a signed telework agreement with his or her supervisor or their designee.

C. The employee's most recent overall performance appraisal rating must be at the Fully Successful (or equivalent) or higher level and the employee may not be on a performance improvement plan.

D. Generally, the employee may not have been subject to disciplinary or performance action within the last 12 months. Requests for exception to this provision may be submitted for "good cause" by the employee. It must be endorsed by the first level supervisor or their designee and approved by the second level supervisor or their designee.

E. The employee must be able to successfully perform tasks independently without close supervision or extensive input from other employees and must be capable of being at least as productive teleworking as when not teleworking.

F. The employee must have adequate broadband service or the equivalent at their proposed alternate worksite as determined by the Office of the Chief Information Officer.

Section 4 Application Process

A. The official designated to receive, evaluate, review, and approve an employee's application to participate in the Telework Program as a regular teleworker is the first level supervisor or their designee.

B. The regular teleworker's participation is voluntary and shall be reviewed and endorsed by the first level supervisor or their designee. An eligible employee who wishes to participate in the Telework Program must submit a completed Telework Program application to the first level supervisor or their designee for approval.

C. The Telework Program application will specify the employee's work schedule. Any approval will be contingent upon the employee and first level supervisor or their designee agreeing to a mutually acceptable work schedule in accordance with Article 22 of this agreement. Employees on telework are permitted to work any tour of duty or work schedule allowed by Article 22 of this agreement. Advance authorization by the first level supervisor or their designee is required of employees who desire to work overtime or to earn compensatory time in accordance with Fair Labor Standards Act requirements.

D. Upon receipt of the Telework Program application, the first level supervisor or their designee will evaluate and approve or deny the employee's request, normally within two (2) weeks.

Section 5 Approval Process

The Bureau has determined that the supervisor or their designee will ensure that the following criteria are met before approving a telework agreement:

A. The employee's position is one designated as eligible for telework;

B. The employee meets the eligibility criteria specified in Section 3, above; and

C. The Bureau's mission will not be adversely affected by approval. Basis for disapproval can include a demonstrable reduction in customer service standards or reduction in productivity of either the teleworker or his or her section or others in the Bureau, or inefficiencies resulting from the teleworker not being in the official duty station (e.g. by not being able to fairly and equitably share in onsite workload such as meeting with customers).

1. When approved, the employee and first level supervisor or their designee shall sign an agreement that covers the terms and conditions of the approval. This agreement is completed only once, and constitutes a commitment by the employee to adhere to applicable guidelines and policies. The written agreement remains in force until terminated by the terms of the agreement, the participating employee or the first level supervisor or their designee.

2. The application is made via the Telework Program Agreement and Site Safety Checklist (TTB Form 2221.01).

Section 6 Facilities

A. This section applies to both regular teleworkers and fixed teleworkers.

B. Employees will utilize a workspace or work station specially designated for the performance of their bureau responsibilities. The employee is responsible for ensuring that the workspace has adequate and appropriate space, power, light, and is secure. The employee is responsible for any operating costs of the worksite, e.g. maintenance, insurance, utilities etc. except as may be otherwise expressly provided by this agreement or the individual telework agreement. Employees will not use their homes to host meetings with members of the regulated industry or public. Employees are responsible for all official information, protection of any Government-furnished equipment and property, and carrying out the mission of TTB at the approved worksite. Government data and information will be stored and handled in accordance with the TTB O 7250.1, Automated Information Systems Security Program Policy.

C. With 48 hours' notice, a supervisor may visit the alternate duty station to verify compliance with worksite safety and security requirements. The employee may arrange to have a NTEU representative present.

Section 7 Equipment

This section also applies to both regular teleworkers and fixed teleworkers.

A. Regular Teleworkers

Subject to budget availability, the Bureau may provide office equipment to employees and/or pay some of the costs associated with telework, e.g. a portion of the broadband service costs.

The Bureau will service and maintain all government provided equipment. Bureau provided equipment may only be used for authorized purposes and only by Bureau employees or contractors.

B. Fixed Teleworkers

The Bureau will provide equipment and reimburse costs as described in Appendix 1 of this Article.

Section 8 Hoteling

The Bureau may require employees who engage in telework on at least a consistent, weekly basis but less than 100% of the time to engage in Hoteling, as this may reduce costs or create other efficiencies as determined by the Bureau. Prior to implementing hoteling for a particular office, the Bureau will provide notice and opportunity to bargain to NTEU.

Section 9 Teleworker Productivity and Availability

Teleworkers will ensure that they are at least as productive as well as available and responsive to internal as well as external communications while teleworking as they are when in Bureau facilities. As a condition of continued approval for telework, supervisors may require teleworkers to use certain software or equipment as specified, e.g. the forwarding of phones etc., that helps ensure such communication. The Employer has the right to direct regular teleworkers to report to the official duty station to meet mission, staffing and/or workload requirements such as meetings, receiving work assignments, training, travel, unscheduled absences of other employees, emergency situations, or other situations deemed necessary by the Employer to meet mission, staffing and/or workload requirements. Employees should be given as much advance notice as possible, normally not less than twenty-four (24) hours. When the employee is scheduled for a full day tour of duty (TOD) of telework at the alternative worksite and receives notification to report to the official duty station too late to travel during normal commute time, appropriate administrative time will be granted consistent with existing regulation, consistent with Article 2, Section 1B.

When an emergency situation, including inclement weather, closes the official duty station of a regular teleworker, the regular teleworker is required to telework or take unscheduled leave. If a regular teleworker is unable to perform telework due to circumstances (such as children at home or elder care responsibilities) and the closure occurs on a day when the teleworker was scheduled to report to the official duty station, the employee may request administrative leave based on hardship. If not granted, the employee must use annual leave. If a regular teleworker is unable to perform telework due to a power outage or similar circumstances on a day when the official duty station is closed, the employee may request administrative leave based on hardship regardless of whether the employee was scheduled to telework on the day of the closure.

Section 10 Suspension or Termination of Telework

The first level supervisor or higher may suspend or terminate a telework agreement. Decisions to temporarily suspend or terminate a telework agreement must

be made by the supervisor on a case-by-case basis and based on a negative impact on mission accomplishment, or when the work section, the position, or the employee no longer satisfy the criteria of Sections 3, 5 or 6 above.

A. Negative impact on mission accomplishment may include misuse of Government provided equipment, violation of the employee code of conduct, repeated failure to conform to the work schedule (minimum of three (3) documented instances), a decline in performance, the working of unauthorized overtime, a reduction in customer service standards, or an adverse impact on the operations or performance of the employee's organizational unit, etc. The supervisor will provide the employee with specific evidence of wrongdoing before he or she is removed from the program.

B. Actions under this section are subject to the following limitations:

1. An employee must normally give his or her supervisor thirty (30) days' written notice of withdrawal under the agreement. Withdrawal may occur for any reason.

2. A supervisor will normally provide the employee fourteen (14) days written notice prior to any suspension or termination of telework becoming effective unless the supervisor determines that a shorter period is appropriate under the circumstances, e.g. when mission needs call for it or the employee requires increased in-person supervision. If the supervisor suspends an employee's authorization to telework, the supervisor will specify the period of the suspension in the notice.

Section 11 Relocation for Fixed Teleworkers

Fixed teleworkers work at the approved official worksite as a condition of employment and may not change the official worksite without the prior approval of the Bureau. A request by a fixed teleworker to change the location of the official worksite will not be unreasonably denied.

Section 12 Appeal Process

Denial of a request for telework or termination or suspension of telework is subject to the negotiated grievance procedure in the bargaining unit agreement.

Article 46 Appendix 1: Equipment for Fixed Teleworkers

As telework is a condition of employment, the Bureau will provide the following equipment and reimburse the following costs for each fixed teleworker:

1. a lockable file cabinet, chair, shredder;
2. a cell phone, calling card or the capability to make outgoing and receive incoming calls (e.g., VOIP phone or other technology as available);
3. a computer with large screen monitor and equipment to connect to the internet/network;
4. necessary office supplies;
5. the capability (e.g., equipment, technology) to print, fax, scan and/or copy if needed for the employee to perform his or her job duties; and
6. once approved, the employee will be reimbursed by the Employer for the monthly cost of the internet; any applicable internet installation costs; mailing and shipping costs; costs of printer paper and ink cartridges; and the cost of other reasonable office supplies.

ARTICLE 47: DURATION AND TERMINATION

Section 1 Effective Date

This Agreement will become effective fourteen (14) calendar days after the date of Treasury approval.

Section 2 Term of Contract

This Agreement shall remain in full force and effect for a period of fifty (50) months from the last signature date of the parties to this Agreement. The expiration date is the next business day if the day fifty (50) months from the last signature date falls on a weekend or Federal holiday.

Section 3 Roll Over

This Agreement will remain in effect for yearly periods thereafter, unless either Party serves the other Party with a written notice, at least one-hundred and twenty (120) days prior to the expiration date, of its desire to terminate or modify the Agreement. In the event such notice is given, the Parties shall begin full-scale negotiations not later than sixty (60) days prior to the expiration date. If negotiations are not concluded prior to the expiration date, this Agreement shall continue in full force and effect until such time as a new Agreement has been concluded and approved.

Section 4 Re-Negotiation

Except for provision(s) rendered invalid by law or regulations of appropriate authorities, the provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement of the Parties.

Section 5 Contract Severability

Invalidation of any provision of this Agreement shall have no effect on any other provision.

ARTICLE 48: MISCELLANEOUS PROVISIONS

Section 1 Combined Federal Campaign

A. The Employer agrees that participation in the Combined Federal Campaign, and other worthy drives, will be on a completely voluntary basis.

B. It is also agreed that the immediate supervisor may not solicit pledges or contributions from an individual under his/her supervision.

Section 2 Next of Kin Notifications

The Employer will notify a deceased employee's designated next of kin of any benefits to which they may be entitled, including the possibility of social security benefits, and assist them in filing the claims for unpaid compensation, including lump sum leave payments, insurance, and survivorship benefits.

Section 3 Denied Pay or Benefits

The Employer agrees that where it is determined by the Employer, a third party under this Agreement, or regulatory or statutory appeals authority, that through administrative error or oversight an employee is denied benefits or pay to which he/she is otherwise entitled, corrective action shall be taken as expeditiously as possible.

Section 4 Administrative Waivers

A. An employee who receives a monetary payment to which he/she is not entitled because of an administrative error or oversight may request a waiver of repayment.

B. The Parties agree that the final decision rests with the Employer and that the provisions of this section shall not be grievable or arbitrable, except as provided under Article 37, Section 7D.

Section 5 Outside Activity

A. Requests for outside employment or business activity, compensated or uncompensated, must be approved, in writing, by the employer in advance. Employees may participate in such activities where such activity does not create:

1. Interference with efficient performance of their official duties;
2. Possible discredit on or cause unfavorable and justifiable criticism of the Government;

3. A conflict, or apparent conflict of interest, with their official duties; or

4. The unauthorized use or disclosure of classified or sensitive information.

B. The Employer will render a decision on the request within fourteen (14) calendar days. If such a request is denied, the employee may proceed directly to Step 2 of the grievance procedure. If the matter is still unresolved, the union may invoke expedited arbitration unless the denial is based either upon an ethics official's written determination made pursuant to 5 C.F.R. Part 2635 that approval would violate a Government wide standard of conduct or a written determination by an appropriate official made pursuant to security or information disclosure law or Government wide regulation, e.g. under 26 U.S.C. 6103, that approval would violate the underlying law or Government wide regulation.

Section 6 Debts to the Employer

Employees who owe a debt to the Employer due to an administrative error on the part of the agency, shall repay the debt at the rate of 15 percent (15%) or other amount as determined by the applicable law of net earnings (gross wages minus deductions for federal, state and local taxes, contributions to a retirement plan, social security and court-ordered wage deductions). Such payments shall be made by involuntary deductions from the employee's pay during each pay period. It is understood by the parties that the 15 percent (15%) limitation does not apply to levies on wages for back taxes.

Section 7 Public Transit Subsidy Program (PTSP)

Subject to the availability of funding and consistent with the PTSP, the Agency will make public transit subsidy available to eligible employees. Agency changes to the application of the PTSP will be subject to the provisions of Article 39.

Section 8 Student Loan Repayment Program

A. TTB will provide the annual report submitted to Treasury and the Office of Personnel Management (OPM) required by Section 5379 Title V. United States Code (U.S.C.) to NTEU. This will include:

1. The number of Agency employees selected to receive this benefit (broken down by name (if a bargaining unit employee) and bargaining unit status);

2. The job classifications of the employees selected to receive benefits under this part; and

3. The cost to the Federal government for providing benefits under this part.

B. Subject to the budget provided for this program, the amount of loan repayment paid by TTB on behalf of an employee participating in the Program will be up to the maximum yearly limit provided by 5 CFR 537.106(c) per employee. Within these limits, the Employer may repay more than one eligible loan for a recipient.

C. TTB will make recommendations for and grant approval of Student Loan Repayments in a non-discriminatory manner, without regard to a candidate's or employee's race, national origin, gender, religion, sexual orientation, union membership status, age and/or disability status.

D. TTB will apply the criteria for approving Student Loan Repayments and for determining the amount of the loan repayment within the allotted program budget fairly and equitably.

Bureau of Engraving and Printing

ARTICLE 36

TELEWORK

SECTION 1. General

This Article will be implemented according to applicable law including those outlined in the Telework Enhancement Act of 2010 and current Agency policy, including any amendments thereto.

The parties recognize that telework can be an important tool to enhance employee performance, engagement, morale, retention and organizational productivity while also enhancing the quality of work life for employees. Accordingly, the parties support the broadest possible use of telework without diminished employee performance or adverse impact on the BEP meeting its mission. Telework will be granted to employees in a fair and equitable manner. Telework provides all employees who meet position eligibility requirements an opportunity to perform official duties away from principal office locations in Washington, DC and Fort Worth, TX.

SECTION 2. Telework Policies

A. An employee's participation in a telework arrangement is voluntary.

B. A telework-ready employee covered by a telework agreement may be required to telework outside of his/her normal telework schedule during a temporary emergency or Federal government weather closures, and similar situations.

C. When considering employee requests to telework, the Agency acknowledges its commitment to approve telework requests consistent with its responsibility for ensuring the successful performance of Agency work at the traditional and alternate work sites.

D. Nothing in this Article prohibits an authorized management official from approving participating employees to telework up to five (5) days per week as a remote worker, in situations deemed appropriate by management. Employees may work any of the work schedules established in accordance with Article 8: Hours of Work while in a telework status. Serving as a remote worker may have implications for the employee's official worksite.

E. The Agency will comply with the Telework Enhancement Act which requires that teleworkers and non-teleworkers be treated the same for purposes of performance and appraisals.

F. An employee may opt out of the telework arrangement at any time.

G. Employees may be permitted to perform union representational work on official time while teleworking if that representational work is portable

SECTION 3. Conduct

Participating employee(s) are bound by Agency standards of conduct while working at the alternate worksite.

SECTION 4. Approvals and Denials

A supervisor shall act upon a request to telework within ten (10) workdays of the request being made by the employee. In the event a telework request is denied by the approving official, the employee will be provided with a written justification supporting the denial.

SECTION 5. Liability

The Agency will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternate worksite, except to the extent the Agency is found liable under by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Department of Transportation
Supplemental Documents

Department of Transportation
January 2024 Submission



Work Environment Implementation Update Responses January 26, 2024

(1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

DOT has one remaining milestone to reach our in-person presence objective. Below is an overview of DOT's and the Federal Aviation Administration's (FAA) approaches and milestones.

- DOT began implementation of our increase in onsite presence in September with an increase to 3 days onsite per pay period (minus FAA).
- On December 4, we implemented the increase to 4 days onsite per pay period for DOT (minus FAA).
- After considerable consultation with its labor unions, agency managers, and employee groups, FAA announced that they will implement the Department-wide requirement of 4 days in-person per pay period beginning on January 28, 2024. FAA determined that increased in-office presence was covered by existing collective bargaining agreements and policy, which afford FAA front line managers the ability to make telework determinations for their individual employees that are in alignment with mission, operational, and business needs of the organization.
- After collective bargaining, DOT reached an agreement with our AFGE union to delay implementation of the second phase of our implementation plan (the increase to 4 days) for AFGE-covered employees until January 28, 2024. That agreement impacts approximately 1,110 employees in the Office of the Secretary, Federal Transit Administration, National Highway Traffic Safety Administration, Federal Motor Carriers Safety Administration and Pipelines and Hazardous Materials Safety Administration -- which represent about 2% of the Department's workforce.
- The last remaining milestone for DOT is on January 28, 2024. On this date, the remaining DOT employees covered by AFGE and FAA employees will increase to 4 days onsite per pay period.

(2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

- After the January 28, 2024 implementation date for AFGE and FAA employees, all Operating Administrations will have successfully implemented DOT's phased approach to increasing onsite presence.
- Senior leadership at the Department will continue to engage with Operating Administrations to ensure that DOT's Work Environment Plan is implemented equitably and consistently across the Department, in accordance with collective bargaining agreements and operational needs.
- Additionally, as part of DOT's Organizational Health and Organizational Performance activities, we are conducting regular assessments, through data analysis, focus groups, and other employee engagement tools, to determine what is working well, what is not, and what can be improved.

(3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

- The Secretary and Deputy Secretary continue to be champions for increasing onsite presence. They shared their perspectives on the need to increase in-person work at an employee townhall in May 2023 (a few weeks after the release of OMB Memo M-23-15). They also personally met with Operating Administration leadership multiple times to convey plans to increase onsite presence and their belief about the importance of doing so. When DOT announced our plans to increase onsite presence that announcement included a [video message](#) from the Secretary to employees.
- Leadership in the Office of the Assistant Secretary for Administration review DOT's levels of telework based on employee timecards biweekly prior to the submission to OMB and are closely monitoring levels of telework—particularly around our implementation milestones.
- To provide increased visibility to leadership across the Department on levels of telework in their organizations, we created a DOT Telework Dashboard that we have shared with Departmental and OA leadership that allows them to view telework rates in their HQ organizational units.
- One of the most efficient tools in tracking DOT's HQ onsite presence is PIV card badge swipe data. Even prior to the OMB requirement, DOT was tracking the number of onsite personnel daily through badge swipe data. This data is shared daily with senior leadership in the Office of the Assistant Secretary for Administration.

- When we began reentry from the pandemic in April 2022 until the end of August 2023, there were only *three instances* where we exceeded 1,500 daily badge swipes at DOT HQ. Prior to implementing our increased onsite presence, the last time we broke 1,800 daily badge swipes was pre-pandemic.
 - From September until present, we have exceeded 1,500 badge swipes 23 times:
 - Of those 23 times we broke 1,500 eight times
 - Of those 23 times we broke 1,600 eight times
 - Of those 23 times we broke 1,700 three times
 - Of those 23 times, we broke 1,800 four times.
 - The daily DOT HQ badge swipe data clearly demonstrates that employees have significantly increased their onsite presence.
- FAA is determining the most efficient way to consistently track onsite presence of our telework-eligible workforce across in FAA's DC headquarters and the more than 1,000 facilities nationwide with differing entry systems. Use of timecard data and an internal tracking tool aligned to guidance that was disseminated to managers will be the primary means to assess the status of the increase.
- Nationally, about 70% of employee hours reported on timecards are performed in-person at DOT facilities. This data point reflects the fact that thousands of DOT and FAA employees reported to their worksites throughout the pandemic and continue to do so today. These public servants include air traffic controllers, aviation technical operations specialists; railroad, pipeline, and motor carrier safety inspectors; crane operators; engineers; and many more – all of whom support the safe operations of our transportation system.
- At DOT/FAA headquarters, about 40% of hours reported on timecards are performed in-person. We anticipate the headquarters percentage to increase once the final milestone/phase is implemented beginning January 28, 2024.
- With each phase of implementation, DOT and FAA have communicated with employees reminding them of the change and providing resources and trainings to support them in a hybrid work environment. In these communications, we have stressed the importance of meaningful, in-person collaboration. In FAA's employee communication announcing their upcoming increase to 4 days per pay period, they also included the reasoning behind the change and a link to their Future of In-Person Work page with resources for thriving in a hybrid environment. Additionally, the FAA Administrator held a townhall on January 22, 2024 championing the increase and FAA lines of business and staff offices have hosted individual townhalls for reiterating management guidance.

Department of Transportation
Telework Policy(s)

U.S. Department of Transportation

DEPARTMENTAL PERSONNEL MANUAL

Chapter 650 Telework Policy

June 2013

This DPM cancels and replaces all previously issued bulletins, letters and orders related to telework

DEPARTMENTAL PERSONNEL MANUAL
Telework

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1. PURPOSE

- a. This Departmental Personnel Manual (DPM) sets forth the policy, authority, criteria, and responsibilities for managing telework in the U.S. Department of Transportation (DOT).
- b. This DPM addresses managing telework in all situations, including regular telework, ad hoc telework, unscheduled telework and telework in emergency situations. The goal is to promote telework by DOT employees with appropriate controls for performance accountability, safety, and information security.

2. CANCELLATIONS

DOT Order 1501.1A, DOT Telework Policy, dated July 31, 2007.

3. SCOPE

This order is applicable to all DOT components and employees.

4. AUTHORITIES

- a. U.S. Office of Personnel Management (OPM) Washington, DC, Area Dismissal and Closure Procedures (November 2012), available at <https://www.opm.gov/policy-data-oversight/pay-leave/reference-materials/handbooks/dcdismisssal.pdf>.
- a. OPM's Guide to Telework in the Federal Government (April 2011), available at http://www.telework.gov/guidance_and_legislation/telework_guide/telework_guide.pdf.
- b. The Telework Enhancement Act of 2010 (Public Law 111-292), dated December 9, 2010, 5 U.S.C. Chapter 65.
- c. Locality-Based Comparability Payments, 5 C.F.R. Part 531, Subpart F.
- d. DOT Information Technology and Information Assurance Policy Number 2006-22: Implementation of DOT's Protection of Personally Identifiable Information (September 21, 2006).
- e. DOT Continuity of Operations Plans (COOP) (May 2012), and DOT draft Pandemic Influenza Plan (March 31, 2006).

- f. General Services Administration (GSA) Federal Management Regulation; Bulletin 2006-B3, Guidelines for Alternative Workplace Arrangements (March 17, 2006).
- g. OPM Memorandum to Heads of Executive Departments and Agencies (February 9, 2001). This guidance advised agencies to review existing telecommuting policies and procedures, identify and remove barriers that inhibit participation, and establish objective eligibility criteria to identify jobs suitable for telecommuting.
- h. The FY 2001 DOT Appropriations Act, P.L. 106-346 § 359, 5 U.S.C. § 6501 note, which requires each Executive agency to establish policies under which eligible employees may participate in telecommuting to the maximum extent possible without diminished employee performance.
- i. OPM Guide to Processing Personnel Actions, Chapter 23.
- j. Federal Preparedness Circular 65, dated July 26, 1999, and FPC 67 (dated April 30, 2001).
- k. Treasury, Postal Service and General Government Appropriations Act of 1996, P.L. 104-52, § 620, 31 U.S.C. § 1348, note, which authorizes the use of appropriated funds to install necessary equipment in private residences of an employee for telework.

5. **DEFINITIONS**

a. **Alternate Work Arrangement**

An alternate work arrangement provides flexibility in work locations, work schedules, work hours, and other work arrangements. This may include the use of flexible and compressed work schedules, telework, virtual offices, job sharing, and/or other distributed work arrangements.

b. **Alternate Worksite**

Classified National Security Information or Classified Information. Information that has been determined pursuant to the provisions of Executive Order 12958, as amended, Classified National Security Information, to require protection against unauthorized disclosure.

c. **DOT Components**

DOT Operating Administrations (OA), the Office of the Inspector General, and the Office of the Secretary.

d. **Emergency Functions.**

Functions that must be maintained for the continuity of critical agency operations in dismissal or closure situations.

e. **Emergency Situation**

A situation when normal facilities are not available or when public health situation guidance requires social distancing to avoid the spread of disease.

f. **Emergency Teleworker**

An employee, who performs emergency functions and because of those functions may be directed by management to continue to work at his or her alternative worksite during emergency situations when normal facilities are not available.

g. **Excess personal property/equipment**

Any personal property that is no longer required by the holding agency for the discharge of its responsibilities.

h. **Excused Absence**

An absence from duty without charge to leave or loss of pay.

i. **For Official Use Only (FOUO) Information**

Unclassified information and materials that may be exempt from mandatory release to the public under the Freedom of Information Act and/or the Privacy Act.

j. **Hoteling**

Shared office space used by teleworkers and other personnel, as appropriate, on a drop-in, as needed basis. These non-dedicated, non-permanent workspaces are reserved in advance and are distributed on a first-come, first-serve basis. The space is equipped with standard office technology, such as phones, computers or laptop docking stations, faxes, printers, copiers, computer network connection, internet access, etc.

k. **Mission Essential Functions**

Functions that must be maintained for continuity of essential services during extended emergencies or other unique situations.

l. **Mission Essential Teleworker**

A teleworker who is expected to remain in contact with his or her agency at all times during any closure situation and who may be called upon to work at his other alternative worksite during extended emergencies or other unique situations.

m. **Official Duty Station**

The city or town, county, and State identified as the official location of the employee's position of record. For a teleworker, the official duty station must be determined on a case-by-case basis.

n. **Personally Identifiable Information (PII)**

Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual such as date and place of birth, mother's maiden name, etc.

o. **Secure Remote Access (SRA).**

The ability of an authorized user to access a DOT network from outside the traditional network security boundary and to maintain that remote access link in a secure fashion.

p. **Sensitive Information**

Public Law 100-235, the Computer Security Act of 1987, defines sensitive information as any information which, if subject to unauthorized access, modification, loss, or misuse, could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data at DOT also include proprietary data.

q. **Sensitive Personally Identifiable Information (SPII)**

Any personally identifiable information, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to the individual to whom such information relates.

r. **Sensitive Security Information (SSI)**

Information obtained or developed in the conduct of security activities, including research and development, the disclosure of which the Secretary of Transportation, or the Secretary of Homeland Security, or the designee of either, has determined would constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical or similar file); reveal trade secrets or privileged or confidential information obtained from any person; or be detrimental to transportation safety, 49 CFR Part 15, Protection of Sensitive Security Information, is the governing regulation for SSI within DOT.

s. **Sensitive Unclassified Information**

Within DOT, sensitive unclassified information is a broad term that describes sensitive information as defined above. It also includes information that may be provided to DOT by private individuals or companies with the understanding that, to the extent permitted by law, DOT will not publicly disclose it. It includes law enforcement, contracting, procurement, proprietary, security, financial, PII, and other information that may be exempt from disclosure under the Freedom of Information Act, 5 U.S.C. Section 552, and information protected from disclosure by the Privacy Act of 1974. DOT currently designates this information as either For Official Use Only or, as applicable, Sensitive Security Information.

t. **Telework Center**

A facility that provides workstations and other office facilities/services that is utilized by employees from several organizations, and is used as a geographically convenient alternative worksite for its users. The facility is typically on a fee-for-use or service basis.

u. **Teleworker**

An employee who performs a portion of or all duties at an alternative worksite under a telework agreement. The employee may be approved as a teleworker on a regular, recurring schedule, on an ad-hoc basis (temporary or situational); or as an emergency or mission essential teleworker.

v. **Telework**

A work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

w. **Telework Agreement**

A written agreement completed and signed by an employee and appropriate official(s) in his or her agency/staff office or OA that outlines the terms and conditions of the telework arrangement.

x. **Telework-Ready Employee**

A telework eligible employee approved to telework (e.g., on a regular recurring, ad hoc, or emergency basis), who has completed telework training and has an approved telework agreement in place.

y. **Unscheduled Telework**

An Operating Status announcement (made by OPM, Federal Executive Boards, or authorized DOT officials) for weather-related or other emergencies which allows a telework-ready employee to perform telework on a day he or she would normally report to the office. Employees must notify their supervisor of their intention to perform unscheduled telework and must be prepared to telework for the entire workday, or take unscheduled leave, or a combination of both, for the entire workday, in accordance with their agency's policies and procedures, subject to any applicable collective bargaining requirements.

z. **Virtual Office or Virtual Workplace.**

A work environment in which employees work cooperatively from different locations using a computer network (in lieu of a single building or other single physical location). The physical location of the employees in the virtual workplace is generally dispersed.

6. **POLICY**

a. **DOT recognizes the importance of Telework**

DOT recognizes the importance of telework and encourages the use of telework by its components to the maximum extent possible. Establishing a telework program at DOT is consistent with and supports Departmental mission and performance goals and improves the Department's capability to support homeland and national security requirements. Properly administered, telework improves individual and organizational productivity; helps reduce highway congestion and mobile source emissions; serves as a recruitment and retention tool; and improves work life quality. Moreover, it is an effective and efficient means for continuing Government operations when staff cannot travel

to a central office due to geographical incidents, national disasters, extended emergencies, or local incidents such as snowstorms or major traffic problems.

b. **DOT modes must establish and implement their own telework policy**

Each DOT component must establish and implement a telework policy consistent with Departmental policy. The DOT components' policies shall prescribe a means for identifying telework-eligible positions, employee eligibility for telework, and will require approved telework agreements before an employee may participate in telework. The DOT components' policies may allow employees in a probationary status to telework provided adequate measures are established to observe and evaluate their performance.

c. **Employee participation in a telework program is voluntary**

Employee participation in a telework program is voluntary. DOT components may not require an employee to participate in telework, even if the duties of the position make that employee eligible for telework.

d. **Eligible employees may be able to telework once a pay period or month**

Eligible employees, including supervisors and managers, may be provided the option of teleworking at least 1 day per pay period. Eligible employees who are unable to telework once a pay period due to organizational or personal considerations are to be offered the opportunity to practice telework at least 1 day per month.

e. **Alternative work schedules are available for telework eligible employees**

Employees in telework-eligible positions may be given the opportunity to participate in alternative work schedules, as well as telework, subject to supervisory approval and organizational needs.

f. **Injured, recuperating and temporarily disabled telework ready employees**

Employees who are injured, recuperating, and/or temporarily disabled may be permitted to work at home and complete work assignments to minimize the use of sick leave.

g. **Supervisors shall be responsible for applying the eligibility criteria specified in this policy**

Supervisors shall be responsible for applying the eligibility criteria specified in this policy to determine if the job characteristics of a particular position and the incumbent of that position are eligible to telework.

h. **DOT Component supervisors are accountable for approving and monitoring telework performance**

DOT components will hold executives, managers and supervisors accountable for approving and monitoring employee telework performance. To the extent appropriate, telework work objectives with results-oriented measures will be in the performance plans of supervisors and managers.

i. **DOT components may establish additional telework termination criteria**

DOT components may establish additional telework termination criteria, as deemed necessary for continued operations. However, a decision to terminate or modify an employee's telework agreement shall not be arbitrary, and it must be in accordance with collective bargaining agreements, where applicable.

j. **Management may require scheduled teleworking employees to return to the official duty location**

Management reserves the right to require employees to return to the official duty location on scheduled telework days, based on operational requirements.

k. **DOT components may provide government equipment to employees approved for telework.**

DOT components may provide government equipment to employees approved for telework. It is permissible, but not mandatory, for components to authorize reimbursement for all or part of services such as internet and telephone lines if such services are essential to teleworking. If a component chooses to provide such reimbursement, it must specify eligibility criteria and procedures for obtaining the reimbursement in its telework policy and include the specifics of the individual reimbursement arrangement in the employee's telework agreement.

l. **Employees are responsible for operating costs associated with working from home**

DOT components are not responsible for any operating costs associated with an employee's use of his or her personal residence as an alternative worksite. This includes home maintenance, insurance and/or home utilities.

m. **OCIO will provide Remote computing access to the DOT infrastructure supporting telework**

Remote computing access to the DOT infrastructure supporting telework, COOP, and other emergency situations will be provided by the DOT Office of the Chief Information Officer (OCIO) to the Office of the Secretary and the OAs within the Common Operating Environment through the Working Capital Fund. Secure Remote Access technologies including Virtual Private Network (VPN), Virtual Desktop Integration (VDI) and web access provide this capability from most government and non-government computers located outside of traditional DOT facilities. Specific policies and procedures supporting these technologies are provided by the OCIO independently of this telework order.

n. **Appropriate information security measures and procedures will be maintained for all teleworking**

Appropriate information security measures and procedures will be maintained for all teleworking. DOT components shall ensure that classified information, PII, proprietary information and/or other sensitive data are handled and protected in accordance with applicable laws, regulations and policies. Employees who telework are to use the required security protections, such as encryption, for all classified and sensitive information and follow this and all Departmental policies as they pertain to the protection of information and information system resources.

o. **Proper work environment for telework must be maintained by the employee**

Telework is not intended to serve as a mechanism to provide child or elder care services at home, or to perform any other activities unrelated to the employee's official duties. It is the responsibility of the employee to ensure that a proper work environment is maintained.

p. **Telework shall be considered as an alternative work method during building renovation**

Telework, especially hoteling, shall be considered as an alternative work method when planning for any building renovation in the Washington, DC, Metropolitan Area or any other DOT regional or field location.

q. **DOT components are encouraged to market the use of telework**

DOT components are encouraged to market the use of telework in vacancy announcements as a tool for attracting potential applicants, retaining current employees, as well accommodating employees housed in Federal buildings undergoing renovation projects, emergency situations, and for addressing other needs. In appropriate circumstances, telework may be offered as a reasonable

accommodation for employees with disabilities. DOT components shall fulfill their labor relations obligations before implementing telework policies and procedures for bargaining unit employees. Negotiated union/management telework agreements should establish the telework goals and objective.

7. **ELIGIBILITY**

The following position and employee criteria described in this section shall apply when determining telework eligibility:

- a. **Position Eligibility Criteria.** Positions that have the following characteristics are eligible for teleworking:
 - (1) Work activities are portable and are not dependent on the employee being at the traditional worksite. Portable work activities and tasks generally suited for telework include, but are not limited to, policy development, research analysis, program analysis, policy analysis, financial analysis, legal analysis, report and brief writing, telephone-intensive tasks (excluding receptionist duties), computer-oriented tasks, data entry, word processing, web page design or data processing.
 - (2) Work activities are conducive to remote supervisory oversight because of clear and measurable performance standards and results.
 - (3) Adequate technology for off-site work is available. Materials and information necessary to perform the duties of the position can readily be moved to and from the Federal office consistent with data and systems security requirements, including Privacy Act Protection requirements.
 - (4) Necessary interaction with co-workers, subordinates, superiors, and customers can be maintained electronically or by telephone without adversely affecting customer service or unit productivity.
 - (5) Other position eligibility criteria that management determines to be appropriate, consistent with the Department's goals and objectives for telework.

- b. **Positions not Generally Eligible for Telework.** Some characteristics, tasks and duties generally are not suitable for telework. These include, but are not limited to the following:
- (1) Positions that require the employee to have daily, in-person contact with co-workers, supervisory officials, customers, or the general public in order to be effective.
 - (2) Positions where operational requirements dictate employee presence at a specific work location.
 - (3) Positions that require routine access to classified information; unless required storage and equipment are readily available and the employee's servicing security organization has approved the telework arrangement in writing in advance.
- c. **Employee Eligibility Criteria.** Supervisors are to assess individual performance characteristics and criteria when considering an employee for a telework arrangement. Employee eligibility criteria, at a minimum, shall include the following:
- (1) A performance rating of record of at least fully successful, or the equivalent, with no documented need to improve performance.
 - (2) Demonstrated dependability and the ability to work independently.
 - (3) The ability to prioritize work effectively and utilize good time management skills.
 - (4) Compliance with Federal Government and agency standards of conduct.
- d. **Employee Ineligibility Criteria.** An employee is prohibited from participating in a telework program if he or she:
- (1) Has been officially disciplined for being absent without permission for more than 5 days in any calendar year; or
 - (2) Has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties 5 U.S.C. 6502.
 - (3) Depending on the nature of the disciplinary action, an employee may be permanently prohibited from participating in a telework program.

8. **EMPLOYEE EXPECTATIONS**

- a. Supervisors must hold employees accountable for achieving the results established in employee performance appraisal plans. Teleworkers are to be treated no differently than non-teleworkers concerning achieving results. If work assignments are written into telework agreements, supervisors and employees must have a common understanding of work objectives, desired results, and evaluation criteria. Measurement tools, such as status reports, progress reviews, and milestones may be used to measure and evaluate employee performance.
- b. Telework employees are required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in the work group and according to standards and objectives in the employee's performance plan.
- c. The performance elements and standards for teleworkers shall remain the same as non-teleworkers performing the same or similar duties.
- d. Employees are bound by Federal Government and agency standards of conduct while working at an alternative worksite. By signing a telework agreement, employees acknowledge they understand and accept the Standards of Ethical Conduct for Employees of the Executive Branch while working at the alternative worksite.
- e. For work-at-home arrangements, the teleworker is generally required to designate one area in the home as the official work or duty area that is suitable for the performance of official government business. The government's potential exposure to liability is restricted to the official work area.

9. **TELEWORK AGREEMENT**

- a. A written telework agreement is required for employees who have been approved to telework on a regular or ad-hoc basis, or for an emergency situation. All telework agreements must be signed by the employee and his or her supervisors and returned to their servicing human resource office.
- b. An employee must complete telework training before entering into a telework agreement.
- c. Telework agreements must be reviewed annually by the employee and his or her supervisor and updated as necessary. A permanent change in the telework agreement requires a new or modified telework agreement.

- d. The telework agreement should state the telework days and hours the employee will work. Requests by an employee to change his or her scheduled telework day(s) in a particular week or bi-weekly pay period must be submitted in advance and approved by the supervisor before the employee may telework under the new schedule.
- e. The telework agreement must include a requirement that the employee is expected to work on days when an announcement is made that Federal offices are closed because of severe weather or other emergencies to the extent possible.
- f. If a telework agreement has an adverse impact on employee or agency performance, or an employee no longer meets eligibility criteria, a supervisor can terminate and/or modify the employee's agreement as appropriate, by providing notice to the employee.
- g. A telework arrangement does not alter the terms and conditions of the appointment as specified on the employee's Notification of Personnel Action, Standard Form 50. However, an employee's official duty station may change if he or she does not regularly commute into the office. All pay, leave, and travel entitlements must be based on the employee's official duty station. The telework arrangement must not affect other conditions of employment (e.g., hours of duty) unless otherwise specified in the telework agreement.
- h. All DOT employees who access DOT systems as part of their telework arrangement must sign the Rules of Behavior agreement and agree to the conditions of the DOT Employee Security Awareness Guide issued by the DOT OCIO.

10. **TERMINATION OF A TELEWORK AGREEMENT**

- a. Telework arrangements may be terminated by either management or the employee by written notification of termination of the telework agreement, except in emergency situations. Reasons for termination of a telework agreement may include a decline in performance or productivity, or if the telework arrangement no longer benefits the organization or the employee's needs.

11. **TRAINING**

- a. To support an effective telework program, DOT components must ensure that telework eligible employees, and their supervisors, complete an interactive telework training program. The training should include the following:
 - (1) An overview of the telework program including eligibility criteria and standards.
 - (2) Useful tips that help supervisors and employees understand how the program is to function, including: strategies for managing an effective telework arrangement that may include how to manage for results, compatible work projects, perform performance management responsibilities under a telework arrangement, schedule and track work assignments, and ensure effective communication.
 - (3) The security requirements for DOT systems and the protection of Sensitive Security Information, FOUO data, PII, and proprietary information.

12. SECURITY AND EQUIPMENT

- a. Employees who telework are to utilize the required security protections and follow DOT policies as they pertain to the protection of information and information system resources. See DOT Information Technology and Information Assurance Policy Number 2006-22 (or its successor policy). This policy governs employee handling of information and equipment, and applies equally to telework situations. Refer to this policy for a thorough understanding of the applicable requirements. The following is a non-exhaustive list of requirements that may apply in the context of an individual employee's telework:
 - (1) No employee may take classified documents to a telework location unless arrangements have been approved in advance, and in writing, by the component's servicing security organization based upon need and demonstrated compliance with all applicable security requirements.
 - (2) Data on any mobile devices, carrying agency SPII shall be encrypted, unless a waiver is specifically approved by the DOT Chief Information Security Officer. Employees who access information containing SPII remotely shall use SRA, which will be provided by the Office of the CIO.

- (3) Electronic records containing SPII may not be saved to personal equipment or media. Secure Remote Access prevents accessed information from being written to non-government computer storage devices.
- (4) Employees shall not authorize any other person to use any government-furnished equipment.
- (5) The employee is responsible for all installation, service, and maintenance of all personal equipment. The agency shall be responsible for the maintenance of all government furnished equipment. The employee may be required to bring government equipment into the office for maintenance. The employee must return all government furnished equipment and material to the agency at the conclusion of telework arrangements or upon the agency's request.
- (6) The employee must sign appropriate user agreements to install government-furnished software on personal equipment.
- (7) Transfer of sensitive unclassified information, including Sensitive Security Information, FOUO data, PII, and proprietary information to an alternate worksite shall be minimized. An employee should take from the worksite only the sensitive information absolutely necessary for the expected telework. Documents and other information shall be under the continuous direct control of the teleworker whenever it is being transported from the traditional worksite to the alternative worksite. It should be transported only in a closed container (e.g., briefcase or zipped case). At no time should a teleworker openly review sensitive information while using public transportation or in a car or vanpool where unauthorized persons might be able to observe it. Teleworkers are reminded that any files containing sensitive information, including PII, introduced into a computer at an alternative worksite must be permanently deleted before their departure from the site.
- (8) Sensitive unclassified information, including the categories of information mentioned in the above paragraph, shall be stored in a locked desk, briefcase, or file container at the alternative worksite (home, telework center, satellite location, etc.) when not under the employee's direct control. Computer privacy screens which block PC screen visibility to other persons shall be used when sensitive information is displayed on a computer monitor at an alternative worksite where others have access.

- (9) Employees shall minimize transfer of hard copy records containing SPII from the permanent worksite to an alternate worksite. An employee must have a supervisor's specific written approval to take hard copies that contain SPII to an alternate workplace. Employees must transport documents containing SPII in a locked container. Employees may not remove from their worksite documents containing SPII about multiple individuals and may not under any circumstances remove an Official Personnel Folder (OPF) from the government worksite. When teleworking using or accessing an electronic OPF (eOPF), the requirements of paragraph 13b apply. Additionally, the users of eOPF must clear the browser cache and close the browser before leaving the computer.
- (10) Employees must immediately notify their supervisor of any lost or stolen equipment, media, or data. Supervisors are responsible for immediately notifying their servicing security organization and their Operating Administration CIO.
- (11) Some restrictions may be suspended in an emergency situation when more records are needed for continuity of operations. Employees and supervisors shall be notified of any changes.
- (12) Neither family members nor other non-government individuals are authorized to handle and/or view any government sensitive unclassified information.
- (13) Employees shall leave with their supervisor an inventory of sensitive information that they physically take to an alternate worksite so proper notifications may be made regarding the information in the event of its loss or theft.

13. **DISPUTES**

- a. DOT encourages resolution of all workplace disputes at the lowest possible level. DOT supervisors and employees are encouraged to resolve any disagreements or disputes regarding telework on an informal basis.
- b. DOT components shall identify dispute resolution mechanisms for use when informal resolution of telework disputes is not possible.
- c. DOT components will follow the Telework Eligibility Reconsideration Process, outlined below, for disputes concerning employee telework eligibility. This process will not be used to address

disputes over how often a telework-eligible employee may be allowed to telework, performance management issues, or other disputes.

- d. The Telework Eligibility Reconsideration Process does not waive the right of employees, union representatives, managers, or supervisors to use existing alternative dispute resolution, negotiated grievance procedures, or administrative grievance procedure processes. Nor does it waive any other appeal rights that an employee may have including the right to file a complaint of discrimination.
- e. Telework-Eligibility Reconsideration Process. An employee may request reconsideration of telework eligibility from a second-level reviewer if his or her supervisor or manager has determined that the employee, or his or her position, is not telework-eligible. Each OA, OIG, and staff offices within OST shall establish procedures for reconsideration of telework eligibility. Procedures must provide:

- (1) Requests for reconsideration of telework eligibility from a second-level reviewer must be made in writing within 30 calendar days of receiving written notice of a negative determination of telework eligibility. The period for requesting a reconsideration of telework eligibility may be extended only if the employee is prevented from making the request within the established time limits due to circumstances beyond his or her control.
- (2) The second-level reviewer shall be at the SES level or equivalent within the employee's chain of command and in the employee's program office or division.
- (3) Once an employee submits a request for reconsideration to the second-level reviewer, the supervisor/manager who made the negative determination of telework-eligibility shall, within 15 calendar days of the employee's request for reconsideration, construct and provide to the second-level reviewer a telework reconsideration file. The reconsideration file shall contain all pertinent documents related to the negative determination of telework -eligibility. The employee will also provide a copy of the request for reconsideration to his or her manager at the same time the request for reconsideration is submitted to the second-level reviewer.
- (4) The second-level reviewer shall review the reconsideration file and provide the employee with a written response of final decision that includes the reasons for the final decision within 30 calendar days of receipt of the reconsideration file.

- (5) In cases where a negative determination of telework-eligibility has been sustained by the second-level reviewer, the employee may request reconsideration, but no sooner than 180 calendar days after the first-line supervisor's or manager's original telework-eligibility assessment.

14. **TELEWORKING IN EMERGENCY SITUATIONS**

- a. Under an agency's COOP, Concept of Operations (CONOPS), and emergency evacuation plans employees may be designated as performing emergency or mission essential functions. The designation of functions should be identified in an agency's plan to continue necessary operations in an emergency, extended emergency, or evacuation. Employees performing emergency or mission essential functions should be informed, and an agreement to perform such functions should be reflected in an employee's telework agreement.
- b. Telework to perform emergency functions may be initiated when a worker is notified by supervisory, management, or departmental authorities. Because all emergency situations cannot be anticipated, employees performing emergency functions may be provided less than a 1-business day notice that they should report to their telework duty station. Employees should maintain appropriate equipment, supplies, and reference materials for emergency functions at their telework location.
- c. Telework to perform mission essential functions may be initiated for an extended emergency. Under the COOP and CONOPS, supervisors and managers should develop more than one communication mechanism, such as telephone trees or email alerts, to provide adequate and timely notice to employees that emergency telework to perform mission essential functions has been initiated. If possible, the notice should allow time for employees to obtain appropriate equipment, supplies, and material at their telework locations.
- d. Managers and supervisors may waive criteria for position eligibility and employee eligibility to ensure that emergency and mission essential functions are performed and to effectively implement their agency's COOP, CONOPS, and evacuation plans. Managers and supervisors should take appropriate steps to ensure that effective employee performance is maintained.

15. EARLY DISMISSALS, DELAYED ARRIVALS, OR FEDERAL OFFICES CLOSED.

- a. **Early Dismissal.** Employees who are teleworking when an early dismissal for severe Weather or other emergency is announced are expected to continue working their scheduled tour of duty from their telework location. Employees who are teleworking at the time of the announcement will not receive excused absence for the remainder of the workday.
- b. **Delayed Arrival.** Employees who are scheduled to telework or request to work unscheduled telework when a delayed arrival for severe weather or other emergency is announced are expected to begin working at their normal start time. Employees who are scheduled to telework or request to perform unscheduled telework will not be granted excused absence for the period of time of the delayed arrival.
- c. **Federal Offices Closed.** Telework-ready employees are required to perform telework on a day that Federal offices are closed to the public for severe weather or other emergencies. To the extent possible, telework-ready employees must be prepared to work the entire workday, or take leave, or a combination of both for the entire workday, subject to any collective bargaining requirements.
- d. In the event that an employee is unable to perform telework at his or her telework site due to circumstances beyond his or her control (e.g. power failure or loss of internet connectivity), the supervisor may grant excused absence on a case-by-case basis. If excused absence is not granted to an employee, he or she may request to use leave or other paid time off (e.g., earned compensatory time off or credit hours). With supervisory approval, an employee may request to make up lost hours at a mutually agreeable time and record it as appropriate on his or her time sheet.

16. UNSCHEDULED TELEWORK.

- a. Telework-ready employees may perform telework on a day when an operating status announcement that includes unscheduled leave/unscheduled telework is in effect. OAs are encouraged to allow unscheduled telework, to the extent possible. However, in rare circumstances, an employee may be required to report to the worksite (e.g., planned meetings that cannot be rescheduled or providing a presentation).

- b. Telework-ready employees are required to notify his or her supervisor of their intent to perform unscheduled telework, in accordance with his or her written telework agreement and/or office policies.
- c. A telework-ready employee must have an appropriate amount of work to complete during the workday from home when performing unscheduled telework. If an employee does not have enough work, he or she must either take unscheduled leave for the entire workday or use a combination of unscheduled leave and unscheduled telework to account for hours not worked. Employees are encouraged to prepare telework appropriate work in advance when severe weather is predicted.
- d. Employee telework agreements should clearly state the expectations and procedures to telework-ready employees when requesting to perform unscheduled telework.

17. **ORGANIZATIONAL POLICY REQUIREMENTS**

Each OA is responsible for the development of a telework policy or the revision of its current policy in accordance with the guidelines established in this Departmental policy. OA policies shall be provided to the Departmental Office of Human Resource Management within 6 months from the issuance of this policy.

18. **REPORTING REQUIREMENTS**

The head of each DOT component shall submit an annual summary report on telework within their agency or component by March 31 of each calendar year. The report shall be submitted to the Telework Managing Officer through the Departmental Office of Human Resource Management.

To evaluate the overall effectiveness of the DOT Telework Program, DOT components shall collect both qualitative and quantitative information about their internal telework program, including employee perception of the program, concerns from employees and their supervisors, costs, benefits, training programs, and any unanticipated issues that arise.

19. EFFECTIVE DATE AND IMPLEMENTATION

This policy is effective immediately upon signature.

X

Brodi L Fontenot
Chief Human Capital Officer/ Telework Managi...

Effective Date:

Review Date:

Distribution: Departmental Officers, Heads of Operating Administrations, DOT HR Council, DOT Administrative Management Council and OST Administrative Officers

Appendix A

SAMPLE ANNUAL REPORTING FORM

DOT Component: _____ Contact: _____

Phone Number: _____

Date: _____

Telework Reporting Category	Current Annual Total	Cumulative Total
Number of permanent employees.		
Number of eligible positions.		
Number of employees who telework at least 1 day per week.		
Number of employees who telework at least 1 day per pay period.		
Number of employees who telework or work away from the traditional office on an infrequent basis.		
Temporary telework based on medical issues.		
Number of teleworkers in all categories using telework centers.		
Total number of employees who telework.		
Percentage of eligible employees who telework at least 1 day per week.		
Overall percentage of eligible employees who telework.		

Appendix B

SAMPLE TELEWORK AGREEMENT

Organization _____

Employee _____

Please read the following carefully.

Voluntary Participation

The participant voluntarily agrees to work at the approved alternate workplace indicated below and agrees to follow all applicable policies and procedures. The participant recognizes that such an arrangement is not a right, but an additional method that the U.S. Department of Transportation (DOT) may approve for the sole purpose of accomplishing work objectives.

_____ The participant and DOT component agree to a minimum of ___ month(s) unless unforeseeable difficulties require earlier cancellation.

_____ The participant and DOT component agree that the participant is required to telework or take leave, as appropriate, when Federal offices are closed due to severe weather or other emergencies, extended emergency, or evacuation, to the extent possible.

Salary and Benefits

Salary and benefits will not change as a result of the arrangement.

Duty Station and Alternate Workplace

Indicate official duty station:

Indicate approved alternate work place: _____

Note: All pay, leave, and travel entitlements are based on the official duty station.

Work Schedule and Tour of Duty as follows

The official tour of duty will be: (Specify days, hours and location.)

Days	Hours	Location

Time and Attendance

The timekeeper, as well as the supervisor and employee, will have copies of the work schedule. The supervisor will certify biweekly the time and attendance for hours worked at the official duty station and the alternate workplace.

Employees will log in, call, or email their supervisor when they begin and end their tour of duty at a telework site.

EARLY DISMISSALS, DELAYED ARRIVALS, OR FEDERAL OFFICES CLOSED

Early Dismissal

Employees who are teleworking when an early dismissal for severe weather or other emergency is announced are expected to continue working their scheduled tour of duty from their telework location. Employees who are teleworking at the time of the announcement will not receive excused absence for the remainder of the workday.

Delayed Arrival

Employees who are scheduled to telework or request to work unscheduled telework when a delayed arrival for severe weather or other emergency is announced are expected to begin working at their normal start time. Employees who are scheduled to telework or request to perform unscheduled telework will not be granted excused absence for the period of time of the delayed arrival.

Federal Offices Closed

Telework-ready employees are required to perform telework on a day that Federal offices are closed to the public for severe weather or other emergencies. To the extent possible, telework-ready employees must be prepared to work the entire workday, or take leave, or a combination of both for the entire workday, subject to any collective bargaining requirements.

In the event that an employee is unable to perform telework at his or her telework site due to circumstances beyond his or her control (e.g., power failure or loss of internet connectivity), the supervisor may grant excused absence on a case-by-case basis. If excused absence is not granted to

an employee, he or she may request to use leave or other paid time off (e.g., earned compensatory time off or credit hours).

Unscheduled Telework

To the extent possible, unscheduled telework will be permitted when an unscheduled leave/unscheduled telework operating status is in effect. Telework-ready employees must notify his or her supervisor of their intention to telework on a day when unscheduled telework is announced. In some instances, an employee may be required to report to the worksite when unscheduled telework is announced.

An employee performing unscheduled telework must have an appropriate amount of work to complete during the workday. If an employee does not have enough work, he or she must either take unscheduled leave for the entire workday or use a combination of unscheduled leave and unscheduled telework to account for hours not worked.

Leave

Leave taken during the scheduled work hours must be approved by the supervisor in advance.

Overtime

Overtime will be worked only when ordered or approved by the supervisor in advance.

Equipment and Supplies

The employee will protect any government-furnished equipment and will use the equipment only for official purposes. The DOT Office of the CIO, Information Technology Services Organization (or other designated provider), will conduct training and information to employees on how to install, service, and maintain government-furnished equipment (e.g., Automated Data Processing (ADP), communications equipment). The employee will install, service, and maintain any personal equipment used. The DOT component may reimburse the employee for business related long distance telephone calls and may provide supplies. Government-furnished equipment will need to be brought back by the employee to the designated government maintenance point.

Security

All DOT employees who engage in the telework program shall sign the rules of behavior and agree to the conditions of the DOT Employee Security Awareness Guide.

Any telework involving access to classified information at an alternate worksite shall be approved in writing and in advance by the employee's servicing security organization.

Employees who telework are to utilize the required security protections and follow DOT policies as they pertain to the protection of information and information system resources. DOT components or the CIO should determine if they are required to have Secure Remote Access in order to telework.

Employees are responsible for immediately notifying their supervisors regarding any lost or stolen equipment, media, or data.

Hard copy records or electronic records stored on removable media that contain Sensitive Personally Identifiable Information may not be transported to an alternative worksite unless approved in advance by the employee's supervisor and only under the circumstances and conditions stated in this policy.

Liability

The government will not be liable for damages to personal or real property while working at the approved alternate workplace except to the extent the government is held liable by the Federal Tort Claims Act of the Military Personnel and Civilian Employees Claims Act. Those employees working at home are subject to all applicable government regulations and DOT orders.

Work Area

The work area should be adequate for the performance of official duties.

Worksite Inspection

The alternative workplace must be inspected by the supervisor, or certified by the employee, that the area is appropriate to conduct assigned work.

In any case where the employee will have access to classified national security information at an alternate worksite, including any residence or other non-government location, the employee agrees to allow his or her servicing security organization to inspect that site for the purpose of ensuring compliance with all regulations governing the protection of classified information. In any case where such an inspection is not permitted, and in any instance where the servicing security organization determines that classified information cannot be or is not being properly protected, the employee may not have access to classified information at that site.

A Safety Checklist should accompany a "work at home" request to ensure that proper safety issues are addressed.

Alternative Workplace Costs

The government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative work site, for example, home maintenance, insurance, and/or home utilities. However, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and regulations. If approved, telework center use will be billed to and paid for by the participant's organization. A Telework Facility Reimbursement Information Sheet must be completed before a telework arrangement can begin using such a center.

Injury Compensation

Federal Employee's Compensation Act provisions apply to persons performing official duties at the official alternate duty station. The supervisor must be notified immediately of any accident or injury that occurs at the alternative workplace. The supervisor will investigate such a report immediately.

Telework during Emergencies

If you are performing functions that are essential to your organization during emergencies, and you will need to operate from an alternate worksite, your organization may need to set-up suitable telecommunication capabilities and equipment at the telework site.

Work Assignments

Please indicate work assignments that will normally be completed in accordance under this telework agreement which the supervisor and employee agree upon. No personal business, dependent care, home repairs or other activities not related to the specific assignments outlined should be conducted at the alternative site.

Task(s)	Brief Description

Emergency or Mission Essential Functions

Please indicate any emergency or mission essential functions that the supervisor and the employee agree that are to be performed by the employee. The employee understands that by performing emergency or mission essential functions, he or she may be directed to telework.

<i>Function(s)</i>	<i>Brief Description</i>

Hard Copies that Contain SPII

Please describe the type of hard copies of documents containing SPII that you take to your telework site.

Performance

The supervisor may require regular status reports. A decline in performance may be grounds for canceling the telework agreement.

Disclosure

Government records should be protected from unauthorized disclosure or damage and should comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

Standards of Conduct

Federal standards of conduct apply to employees working at an alternate worksite.

Cancellation

Telework arrangements may be terminated by either management or by the employee with a written notification of termination of the telework agreement, except in emergency situations. Reasons for termination of a telework arrangement may include a decline in performance or productivity or if the arrangement no longer benefits the organization's needs.

Other Action

Nothing in this agreement precludes DOT from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Equipment Needed

Please indicate any equipment needed to facilitate telework. Please note that telework centers have computers, telephones, etc.

Equipment	Brief Description

Signature indicates an understanding and acceptance of the provisions of the telework agreement.

Employee's Signature

Date

Supervisor's Signature

Date

Please provide a copy of the signed Telework Agreement and Safety Checklist to your Servicing: Human Resource Office, Attention: Telework Coordinator

Retain the original for your records.

Appendix C

SAMPLE SAFETY CHECKLIST FOR HOME-BASED TELEWORKERS

The following checklist is designed to assess the overall safety of your alternate duty station. Please read and complete the self-certification safety checklist. Upon completion, you and your supervisor should sign and date the checklist in the spaces provided.

Name: _____

Organization: _____

Address: _____

City/State: _____

Business Telephone: _____ **Telework Coordinator:** _____

The alternate duty station is:

(Home Address)

Describe the designated work area in the alternate duty station:

Workplace Environment

1. Please answer Yes or No, Are temperature, noise, ventilation, and lighting levels adequate to maintain your normal level of job performance?
2. Please answer Yes or No, Are all stairs with four or more steps equipped with handrails?
3. Please answer Yes or No, Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?

4. Please answer Yes or No, Do circuit breakers clearly indicate if they are in the open or closed position?
5. Please answer Yes or No, Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?
6. Please answer Yes or No, Will the building's electrical system permit the grounding of electrical equipment?
7. Please answer Yes or No, Are aisles, doorways, and corners free of obstructions to permit visibility and movement?
8. Please answer Yes or No, Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?
9. Please answer Yes or No, Do chairs have any loose castors (wheels) and are the rungs and legs of the chairs sturdy?
10. Please answer Yes or No, Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?
11. Please answer Yes or No, Is the office space neat, clean, and free of excessive amounts of combustibles?
12. Please answer Yes or No, Are floor surfaces clean, dry, level, and free of worn or frayed seams?
13. Please answer Yes or No, Are carpets well secured to the floor and free of frayed or worn seams?
14. Please answer Yes or No, Is there enough light for reading?

B. Computer Workstation (if applicable)

1. Please answer Yes or No, Is your chair adjustable?
2. Please answer Yes or No, Do you know how to adjust your chair?
3. Please answer Yes or No, Is your back adequately supported by a backrest?
4. Please answer Yes or No, Are your feet on the floor or fully supported by a footrest?
5. Please answer Yes or No, Are you satisfied with placement of your monitor and keyboard?

6. Please answer Yes or No, Is it easy to read the text on your screen?
7. Please answer Yes or No, Do you need a document holder?
8. Please answer Yes or No, Do you have enough leg room at your desk?
9. Please answer Yes or No, Is the screen free from noticeable glare?
10. Please answer Yes or No, Is the top of the screen eye level?
11. Please answer Yes or No, Is there space to rest the arms while not keying?
12. Please answer Yes or No, when keying, are your forearms close to parallel with the floor?
13. Please answer Yes or No, Are your wrists fairly straight when keying?

Employee's Signature

Date

Immediate Supervisor's Signature

Date

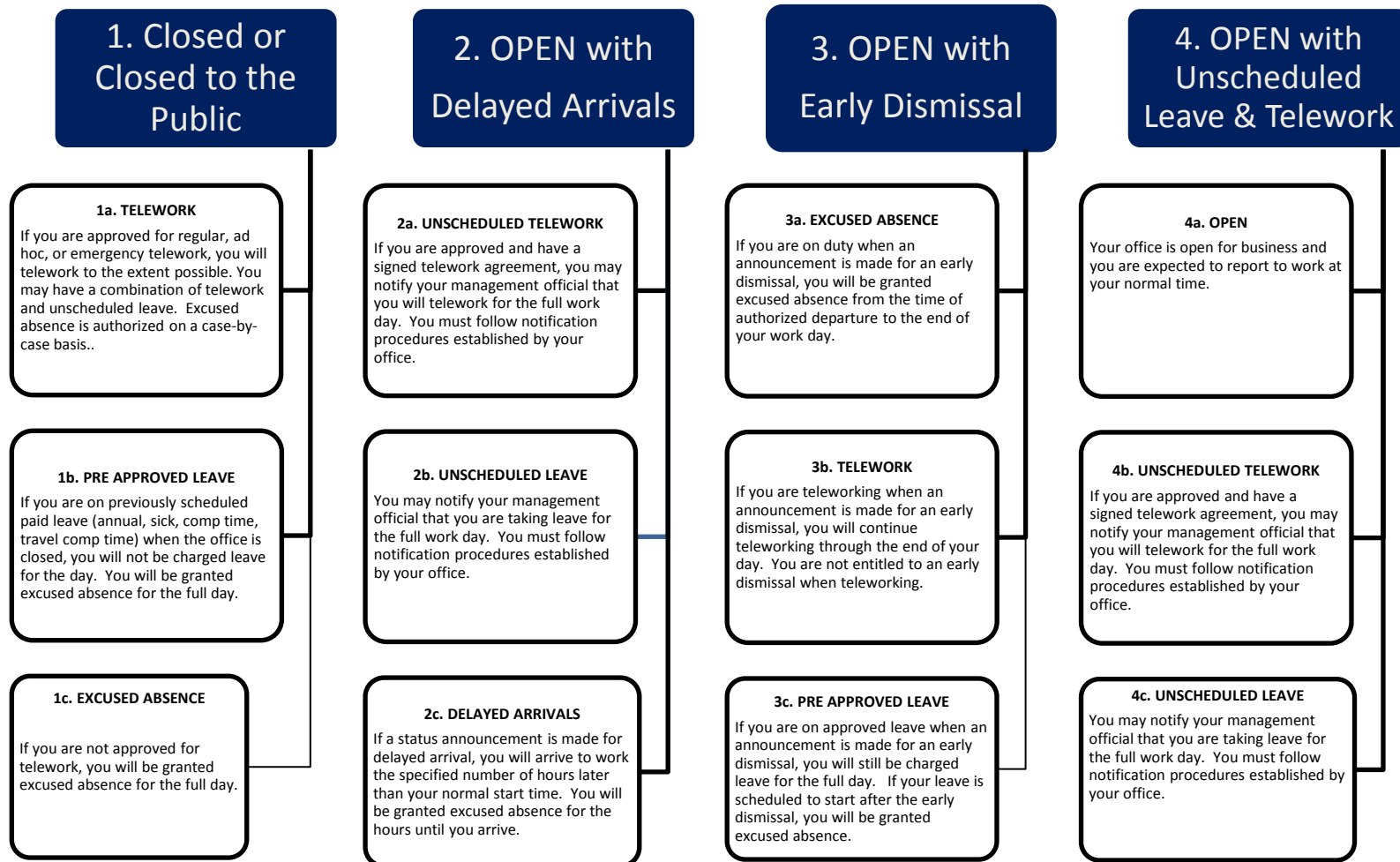
Approved [] Disapproved []

Please provide a copy of this form to your servicing: Human Resource Office, Attention:
Telework Coordinator.

Retain the original for your records.

Appendix D

Employee Status during Early Dismissals, Late Arrivals, and Federal Office Closures



S:\M13\Sharon Dobson\Telework\DPM 650-Telework Policy-June 2013.docx

And also filed: S: M13\HR Policy\Telework\DPM 650-Telework Policy-June 2013.docx

S:\M13\Sharon Dobson\Telework\DPM Telework Draft

Department of Transportation
Collective Bargaining Agreement(s) –
Telework Provisions

ARTICLE 35: TELEWORK

SECTION 1. The Parties agree that Bargaining Unit Employees (BUEs) are entitled to participate in the Employer's Telework Program, however employee participation is voluntary. Policies and procedures regarding telework that are not covered in this section must be in accordance with HRPM WLB-12.3, FAA Telework Program, updated November 29, 2013.

SECTION 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Employer office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;
- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

SECTION 3. BUEs may participate in one or a combination of the following telework options based upon their manager's approval and as a condition of the telework agreement. Various telework options include:

- a. work at home in a space specifically set aside as an office or workplace;
- b. work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Employer employees;
- c. work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

SECTION 4. Each employee who wishes to telework, including employees who telework on an ad-hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement.

The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

SECTION 5. When a BUE makes a request to telework, the Employer will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Employer agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

SECTION 6. The Employer must respond in writing to Telework requests within thirty (30) working days. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination must include information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

SECTION 7. Employees may change their telework days, with prior approval of their supervisor.

Article 15: Telework

The Agency's telework program is established under the authority of Section 359 of the FY 2001 DOT Appropriations Act, enacted October 23, 2000 (P.L. 106-346).

Section 1 – Introduction

- a) The agency will permit all eligible employees to participate in its telework program, consistent with the policy set forth in [NHTSA Order 137-C](#) (Telecommuting Program), dated April 8, 2005.
- b) The agency has the discretion to grant, refuse or withdraw authorization to telework based on work requirements and employee performance. However, the Agency may not do so in a manner that is arbitrary or conflicts with this Article, and must do so in writing.
- c) Supervisors are responsible for applying the eligibility criteria specified in this Article and in NHTSA Order 137-C to determine if job characteristics of a particular position and the incumbent of that position are eligible for telework.
- d) Supervisors, employees, and their representatives will work together to ensure that telework programs meet the work needs of the Agency.
- e) Telework may not be used as a means to provide child or elder care services at home, or to perform any other activities unrelated to an employee's official duties.

Section 2 – Position Eligibility Criteria

Jobs are appropriate for telework if they have the following characteristics:

- a) Work activities are portable;
- b) Data and systems security requirements, including sensitivity and Privacy Act concerns, are adequately addressed;
- c) Necessary material and information can be moved readily to and from the Federal office;
- d) Periodically working on site allows sufficient access to necessary specialized equipment;
- e) Technology for off-site work is available, if needed;
- f) Close supervision or daily input from sources accessible only on site is not required;
- g) Contact with employees and customers can be performed electronically or by telephone without adversely affecting customer service or productivity; and
- h) Other position characteristics that management determines to be appropriate.

Section 3 – Eligible Employees

In order to be eligible for telework, employees must:

- a) Hold a position with characteristics that are appropriate for telework;
- b) Maintain performance of at least Achieved Result or the equivalent, with no Performance Improvement Plan currently in effect;
- c) Comply with the laws, regulations and standards of conduct applicable to Federal and agency employees, including but not limited to the Hatch Act and Standards of Ethical Conduct (5 C.F.R. 2635); and

- d) Comply with the terms of the telework policy set forth in NHTSA Order 137-C.

Section 4 – Information Security

The Agency will ensure that data subject to the provisions of the Privacy Act, proprietary information and other sensitive data are handled and protected in accordance with applicable laws, regulations and policies.

Section 5 – Modification of Telework Agreement

- a) A supervisor may modify or terminate an employee's telework Agreement if the employee no longer meets the eligibility criteria set forth in Section 3 or the Agreement has an adverse impact on agency operations.
- b) A supervisor's decision to modify or terminate a telework agreement may not be made for arbitrary reasons, must be in accordance with the terms of this Article and must be in writing.

Section 6 – Telework Training

- a) The Agency will provide telework training to all eligible employees.
- b) An employee must complete telework training prior to being approved to participate in the agency's telework program and must complete refresher training, if requested.

Section 7 – Special Situations on a Telework Day

A supervisor may require an employee to return to the employee's official duty station on a scheduled telework day to satisfy bona fide operational requirements. However, the decision to do so may not be made arbitrarily.

Section 8 – Performance Expectations

Supervisors must evaluate the performance of employees participating in the agency telework program without regard to telework status.

[REDACTED]

[REDACTED]

ARTICLE 33 TELEWORK

Section 1. The Agency and the Union acknowledge their joint commitment to and the Government's requirement for implementing telework as a viable work practice throughout all bargaining units covered by this Agreement. Once implemented, an employee must maintain an acceptable level of performance in order to continue to telework. The Parties agree that bargaining unit employees are entitled to participate in the Agency's Telework Program, with management approval, in accordance with **HRPM WLB-12.3, FAA Telework Program, established June 30, 2006 and effective September 7, 2010.**

It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;

- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

Section 2. The Agency agrees to maintain a telework program under this labor Agreement which makes telework opportunities the rule rather than the exception.

To work effectively, the FAA Telework Program relies on the integrity and work ethic of participating employees and **the active oversight of managers**. It is incumbent upon the manager to closely monitor the work products of the employee and upon the employee to exhibit honesty and trustworthiness in complying with the Telework Agreement. The manager must ensure that the employee is producing quality products as agreed in the work plan and the employee must exert the same level of effort he or she does at the normal worksite. **Managers are also responsible for ensuring that the FAA Telework Program does not adversely impact the organization's mission, office operations, work productivity, run counter to public service requirements, or threaten the security of FAA data, information or equipment.** The program requires this mutual commitment to accomplishing the mission of the organization and to upholding the Telework Agreement. Teleworking is not appropriate in all situations or for all employees but is a benefit that expands work options for employees for whom this type of arrangement is appropriate.

Section 3. The jobs most appropriate to telework possess the following characteristics:

- a. Some work activities are portable and can be performed effectively outside the normal office or facility environment.
- b. Some job tasks are easily quantifiable or primarily project-oriented so that progress can be measured by results rather than by direct observation.
- c. Contact with other employees and customers is predictable and can be performed electronically or by telephone without loss of productivity.

- d. Classified materials are not required for accomplishing the telework tasks.
- e. Appropriate technology is available to perform the job off-site.
- f. The telework tasks do not require access to materials not available at remote worksites (i.e., reference files, manuals, databases, equipment, etc.).
- g. The work has clearly-defined performance measures.
- h. The work flow is steady and will not result in periods of inactivity.
- i. Data and systems involving sensitive, non-classified, and Privacy Act information can be adequately secured outside the normal worksite.
- j. Close supervision or daily input from sources accessible only on site is not required.
- k. Other position characteristics that management determines to be appropriate.

Section 4. Employees who participate in the FAA Telework Program may perform their duties at alternative work locations such as a satellite facility (a telecenter) or at the employee's residence. Various telework options include:

- a. Work at home in a space specifically set aside as an office or workplace.
- b. Work at a teleworking center (often called a telecenter) operated by the federal, state, or local government, by private industry, or by a combination of organizations working together.
- c. Work at another FAA facility or office that may be closer to the employee's home and where there is space to accommodate additional agency employees.
- d. Work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform

administrative and other functions that cannot be performed while working off-site.

Section 5. In addition to the criteria above, employees must:

- a. Maintain performance of at least fully successful, or the equivalent
- b. No documented need to improve performance
- c. Meet Federal Government and agency standards of conduct
- d. Comply with the terms of the Agency's telework policy

Section 6. Participation in the FAA Telework Program by bargaining unit employees shall be voluntary and upon request.

Telework may be terminated at the request of the employee at any time with sufficient reason and appropriate notice (generally two [2] weeks; however, shorter notice or immediate cancellation may be given as the result of personal circumstances). The Agency may initiate action to terminate telework due to work-related circumstances or employee performance issues, or if the employee's job responsibilities are no longer consistent with the criteria in Section 3.

Section 7. To begin the process of becoming a teleworker, follow the procedures in Sections 24a and 24b of HRPW WLB-12.3.

Section 8. The Agency shall respond in writing to telework requests within thirty (30) working days. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall include information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

Section 9. Classified National Security Information and materials and documents may not be removed from the Agency's worksite in accordance with FAA Security Order 1600.2E, Safeguarding National Security Classified Information, dated March 13, 2006. Employees are responsible for ensuring proper handling of Privacy Act materials, evidence, or sensitive unclassified material (security information, for official use only, or personally identifiable information) documents in accordance with FAA Security Order Sensitive Unclassified Information dated February 1, 2005, while telecommuting.

Section 10. Program participants agree that it is their responsibility to provide a proper work environment free from regular dependent care obligations, personal disruptions, such as non-government telephone calls and visitors and family responsibilities, and in conformance with the work environment and minimal incidental interruptions found in the normal FAA work sites.

Section 11. Telework work schedules may vary according to the individual arrangements negotiated between the employee and the Agency. All schedules must be approved in advance and shall be in accordance with HRPM LWS-8.15, Alternative Work Schedules, established and effective May 4, 2005, and Article 34, Normal Working Hours and Alternate Work Schedules (AWS).

Section 12. Telework may be used in conjunction with Alternate Work Schedules and other scheduling provisions if permitted by the manager. Some managers may require teleworkers to discontinue working an AWS schedule when working on an optional teleworking basis.

- a. The policies for requesting and using annual leave, sick leave, or leave without pay remain unchanged when an employee teleworks.
- b. For telework employees who are working at a telecenter, administrative leave, dismissals, and emergency closings shall fall under the guidelines of the telecenter.
- c. In the case of emergency administrative closings, home based teleworking employees must continue to work. The Agency shall discuss the impacts of administrative closings, in advance, with the employee prior to implementing the telework work agreement to define clear expectations.

Section 13. The telework employees are expected to use the same precautions to secure and protect their at-home computer equipment and any work related documents (i.e., making sure doors are locked, liquids kept away from the computer, etc.) The employee shall notify the Agency immediately following a malfunction of government-owned equipment.

Article 19
Telework

Introduction

The Parties acknowledge that eligible employees may participate in the telework program as provided for in the Agency's telework policy, issued on June 6, 2012, which was jointly developed through the FMCSA Labor-Management Forum. On the second anniversary of the issuance of the Agency Telework policy, either Party may request to reopen the policy for negotiations.

Section 2—Procedures

- a. The Agency will identify all positions that are eligible to participate in telework and provide the Union with justification for any positions deemed not eligible. Justification will be directly related to the accomplishment of that work unit's mission and demonstrate that the use of telework would degrade the effectiveness of that work if performed anywhere other than the Agency's workplace. Consistent with the current Agency Telework policy, employees may telework up to 3 days per week.
- b. When feasible, eligible employees should be placed on a recurring telework schedule. Ad hoc telework should be assigned on an irregular or project oriented basis, or to address unexpected situations. Ad hoc telework should not normally be used in lieu of scheduling regular recurring telework.
- c. Local Unions may provide input to management on specific needs and requirements for coverage in a particular office environment.
- d. Consistent with the Agency's Telework Policy, the Agency will provide office equipment and supplies to teleworkers.

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 16

TELEWORK

The Parties recognize the value that a telework program contributes to helping accomplish the mission, goals, and work objectives of the FRA in a cost effective manner. In that telework has substantially changed the way in which FRA does business, supervisors and employees must work together in a partnership-like atmosphere to ensure that the telework program operates without sacrificing the efficiency of FRA operations and customer relationships. Therefore, the telework program shall be in accordance with FRA Telework Order 3600.3B and the associated implementation plans.

[REDACTED]

[REDACTED]

[REDACTED]

■

Section 2. The Parties agree that the designated smoking areas will have at least two receptacles for

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 36

TELEWORK

Section 1. The Parties agree that bargaining unit employees are entitled to participate in the Agency's Telework Program, however employee participation is voluntary. Policies and procedures regarding telework that are not covered in this article shall be in accordance with HRP, WLB-12.3, FAA Telework Program, dated September 7, 2010.

Section 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result in teleworking include:

- a. Reduce commuting time and decrease in traffic congestion, air pollution, energy consumption, and costs associated with transportation and road maintenance;
- b. Improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. Increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work settings;
- d. Possible accommodations of employee with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. Possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

Section 3. FAA employees may participate in one or a combination of the following telework options based upon the manager's approval and as a condition of the telework agreement. Various telework options include:

- a. Work at home in a space specifically set aside as an office or workplace;
- b. Work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees;
- c. Work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

Section 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

Section 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result in teleworking include:

- a. Reduce commuting time and decrease in traffic congestion, air pollution, energy consumption, and costs associated with transportation and road maintenance;
- b. Improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. Increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work settings;
- d. Possible accommodations of employee with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. Possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

Section 3. FAA employees may participate in one or a combination of the following telework options based upon the manager's approval and as a condition of the telework agreement. Various telework options include:

- a. Work at home in a space specifically set aside as an office or workplace;
- b. Work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees;
- c. Work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

Section 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

Section 6. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

Section 7. Employees may change their telework scheduled days, with prior approval of their supervisor.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**MEMORANDUM OF UNDERSTANDING
DEPARTMENT OF TRANSPORTATION
UPDATED GUIDANCE ON WORK SCHEDULES**

This Memorandum of Understanding (MOU) is agreed to by the American Federation of Government Employees (AFGE), Local 3313, hereinafter referred to as the "Union," and the Office of the Secretary (OST), the Federal Transit Administration (FTA), the Federal Motor Carrier Safety Administration (FMCSA), the National Highway Traffic Safety Administration (NHTSA), and the Pipeline and Hazardous Materials Safety Administration (PHMSA), hereinafter referred to as "Operating Administrations" or the "Agency," and collectively referred to as the "Parties." This MOU reflects the Parties' agreement on the phased implementation of the minimum requirements for teleworking employees to report to the office in person, and for core days, as specified in *DOT's Updated Guidance on Work Schedules* disseminated by email on July 20, 2023, to the Departmental workforce by Department of Transportation Assistant Secretary for Administration, Philip McNamara (hereinafter referred to Updated Guidance on Work Schedules (Attachment 1)). The Parties' agreement is described below.

1. The Parties agree that they will continue to engage in impact and implementation (I & I) bargaining in accordance with applicable collective bargaining agreements (CBAs), regulations, and laws with respect to the Agency's Updated Guidance on Work Schedules.
2. The Union agrees that on September 10, 2023, prior to completion of I & I bargaining, the Agency may implement Phase 1 of its Updated Guidance on Work Schedules, requiring employees on telework agreements to report in person to their duty location a minimum of three (3) days per pay period.
3. The Agency agrees to extend to January 28, 2024, the start date of Phase 2 of the Agency's Updated Guidance on Work Schedules, requiring bargaining unit employees on telework agreements to report in person to their duty location a minimum of four (4) days per pay period.
4. The Parties agree that supervisors will update employee telework agreements as needed to reflect the Agency's Updated Guidance on Work Schedules.
5. The Parties agree that the OAs have submitted notification to the Union of the Agency's Updated Guidance on Work Schedules, in accordance with their applicable CBA provisions.
6. The Parties agree to extend the deadline by which the Union's written bargaining proposals in response to the OAs' notices of the Agency's Updated Guidance on Work Schedules are due under the applicable CBAs to Friday, September 22, 2023.
7. The Union agrees that the August 24, 2023, Cease and Desist Memo described below does not constitute written bargaining proposals under the applicable CBAs, and that it will submit negotiable proposals concerning appropriate arrangements by the above-mentioned September 22, 2023, deadline.
8. In addition to notifications of the Agency's Updated Guidance on Work Schedules that the OAs have already submitted to the Union, the OAs agree to notify the Union of any new changes to

existing core-day requirements proposed after the execution of this MOU in accordance with their respective CBAs, and to engage in I & I bargaining in accordance with applicable CBAs, regulations, and laws.

9. The Union agrees to rescind its *Cease and Desist Implementation of Return-to-Office* memorandum delivered via email on August 24, 2023 (August 24, 2023, Cease and Desist Memo (Attachment 2)). Additionally, the Union agrees to withdraw its Unfair Labor Practice Charge against the FTA, electronically filed on August 31, 2023 (August 31, 2023, ULP Charge (Attachment 3)) by September 12, 2023.
10. The Parties agree that any disputes or grievances regarding this MOU will be resolved between the Union and the respective OA per the terms of applicable laws, regulations, and CBAs.
11. This MOU shall continue in force until terminated by mutual agreement or a new MOU or CBA is agreed upon by the Parties.

Signatures

For the Employers

For the Union

Ernesto Tamayo, Chief Negotiator
Chief, Labor and Employee Relations
OST

Jennifer Rodes
President
AFGE Local 3313

Name
For FMCSA

Name
For FTA

Name
For NHTSA

Name
For PHMSA

Attachments:

1. Email Communication from Mr. Philip McNamara, DOT Assistant Secretary for Administration, Directing DOT OAs to increase meaningful in-person work at DOT worksites (Transmitted July 20, 2023)
2. The Union's "Cease and Desist Implementation of Return-to-Office" memorandum submitted via email on August 24, 2023, to Secretary Pete Buttigieg, Deputy Secretary Polly Trottenberg, Assistant Secretary for Administration Phillip McNamara, FTA Administrator, Nuria Fernandez, NHTSA Acting Administrator Ann Carlson, PHMSA Deputy Administrator Tristan Brown, FMCSA Administrator Robin Hutcheson, and the corresponding labor relations officers [Ernesto Tamayo (OST), Annie Evans (FMCSA), Diwan Paskins (NHTSA), Tanya Lassiter (PHMSA), and Brian Whitehead (FTA)] in the represented modes.
3. FLRA.gov *Charge Against an Agency*, eFiling No. eOGC015850, filed August 31, 2023.




ARTICLE 68
TELEWORK

Section 1. The Parties agree that bargaining unit employees are entitled to participate in the Agency's Telework Program, however employee participation is voluntary. Policies and procedures regarding telework that are not covered in this section shall be in accordance with HRP LWS-8.19, FAA Telework Program, dated, June 30, 2006.

Section 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;

- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

Section 3. FAA employees may participate in one or a combination of the following telework options based upon their manager's approval and as a condition of the telework agreement. Various telework options include:

- a. work at home in a space specifically set aside as an office or workplace;
- b. work at a teleworking center (often called a telecenter) operated by the federal, state or local government, by private industry, or by a combination of organizations working together. Telecenters typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time;
- c. work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees;
- d. work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary

medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

Section 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

Section 6. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

Section 7. Employees may change their telework days, with prior approval of their supervisor.



ARTICLE 68

Telework

SECTION 1. The Parties agree that bargaining unit employees are entitled to participate in the Agency's Telework Program, however employee participation is voluntary. Policies and procedures regarding telework that are not covered in this section shall be in accordance with HRPW WLB-12.3, FAA Telework Program, dated, September 7, 2010.

SECTION 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;

- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

SECTION 3. FAA employees may participate in one or a combination of the following telework options based upon their manager’s approval and as a condition of the telework agreement. Various telework options include:

- a. work at home in a space specifically set aside as an office or workplace;
- b. work at a teleworking center (often called a telecenter) operated by the federal, state or local government, by private industry, or by a combination of organizations working together. Telecenters typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time;
- c. work at another FAA facility or office that may be closer to the employee’s home and where there is available space to accommodate additional Agency employees;
- d. work in a “virtual office or mobile virtual office” situation where the nature of the employee’s position requires that his/her primary duties be performed “on the road” or at a customer’s worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

SECTION 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee’s manager for signature. The Telework Agreement documents the employee’s and manager’s commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

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SECTION 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

SECTION 6. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

SECTION 7. As a matter of normal business, teleworkers should not be required to document every activity, unless all employees have the same reporting requirement. However, managers should address performance issues in the same manner that is used for employees in the office.

SECTION 8. Employees may change their telework days, with prior approval of their supervisor.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE 33
TELEWORK**

Section 1. The Agency and the Union acknowledge their joint commitment to and the Government's requirement for implementing telework as a viable work practice throughout the bargaining unit covered by this Agreement. Once implemented, an employee must maintain an acceptable level of performance in order to continue to telework. The Parties agree that bargaining unit employees are entitled to participate in the Agency's Telework Program, with management approval, in accordance with HRPM WLB-12.3 , FAA Telework Program.

It is Agency policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the Agency. Teleworking is designed to benefit employees, managers, and the

community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;
- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building- related problems.

Section 2. To work effectively, the FAA Telework Program relies on the integrity and work ethic of participating employees and the active oversight of managers. It is incumbent upon the manager to closely monitor the work products of the employee and upon the employee to exhibit honesty and trustworthiness in complying with the Telework Agreement. The manager must ensure that the employee is producing quality products as agreed in the work

plan and the employee must exert the same level of effort he or she does at the normal worksite. Managers are also responsible for ensuring that the FAA Telework Program does not adversely impact the organization's mission, office operations, work productivity, run counter to public service requirements, or threaten the security of Agency data, information or equipment. The program requires this mutual commitment to accomplishing the mission of the organization and to upholding the Telework Agreement. Teleworking is not appropriate in all situations or for all employees but is a benefit that expands work options for employees for whom this type of arrangement is appropriate.

Section 3. The jobs most appropriate to telework possess the following characteristics:

- a. Some work activities are portable and can be performed effectively outside the normal office or facility environment.
- b. Some job tasks are easily quantifiable or primarily project-oriented so that progress can be measured by results rather than by direct observation.
- c. Contact with other employees and customers is predictable and can be performed electronically or by telephone without loss of productivity.
- d. Classified materials are not required for accomplishing the telework tasks.
- e. Appropriate technology is available to perform the job off-site.
- f. The telework tasks do not require access to materials not available at remote worksites (i.e., reference files, manuals, databases, equipment, etc.).
- g. The work has clearly-defined performance measures.
- h. The work flow is steady and will not result in periods of

inactivity.

- i. Data and systems involving sensitive, non-classified, and Privacy Act information can be adequately secured outside the normal worksite.
- j. Close supervision or daily input from sources accessible only on site is not required.
- k. Other position characteristics that management determines to be appropriate.

Section 4. Employees who participate in the FAA Telework Program may perform their duties at alternative work locations such as a satellite facility (a telecenter) or at the employee's residence. Various telework options include:

- a. Work at home in a space specifically set aside as an office or workplace.
- b. Work at a teleworking center (often called a telecenter) operated by the federal, state, or local government, by private industry, or by a combination of organizations working together.
- c. Work at another Agency facility or office that may be closer to the employee's home and where there is space to accommodate additional agency employees.
- d. Work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 5. Participation in the FAA Telework Program by bargaining unit employees shall be voluntary and upon request.

Telework may be terminated at the request of the employee at any time with sufficient reason and appropriate notice (generally two [2] weeks; however, shorter notice or immediate cancellation may be given as the result of personal circumstances). The Agency may initiate action to terminate telework due to work-related circumstances or employee performance issues, or if the employee's job responsibilities are no longer consistent with the criteria in Section 3.

Section 6. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

Section 7. In addition to the characteristics listed in Section 3, employees must:

- a. maintain performance of at least fully successful, or the equivalent, with no documented need to improve performance;
- b. meet Federal Government and Agency standards of conduct; and
- c. comply with the terms of the telework policy contained in HRPM WLB-12.3 , Telework Program.

Section 8. The Agency shall respond in writing to telework requests within thirty (30) working days. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall include information about when the employee might reapply, and also if

applicable, what actions the employee should take to improve his/her chance of approval.

Section 9. Classified National Security Information and materials and documents may not be removed from the Agency's worksite in accordance with FAA Security Order 1600.2E, Safeguarding National Security Classified Information. Employees are responsible for ensuring proper handling of Privacy Act materials, evidence, or sensitive unclassified material (security information, for official use only, or personally identifiable information) documents in accordance with FAA Security Order 1600.75 Protecting Sensitive Unclassified Information while telecommuting.

Section 10. Program participants agree that it is their responsibility to provide a proper work environment free from regular dependent care obligations, personal disruptions, such as non-government telephone calls and visitors and family responsibilities, and in conformance with the work environment and minimal incidental interruptions found in the normal Agency work sites.

Section 11. Telework work schedules may vary according to the individual arrangements negotiated between the employee and the Agency. All schedules must be approved in advance and shall be in accordance with HRPM WLB-12.3 and Article 34, Working Hours and Alternate Work Schedules (AWS). HRPM WLB-12.3

Section 12. Telework may be used in conjunction with Alternate Work Schedules and other scheduling provisions if permitted by the manager. Some managers may require teleworkers to discontinue working an AWS schedule when working on an optional teleworking basis.

- a. The policies for requesting and using annual leave, sick leave, or leave without pay remain unchanged when an

employee teleworks.

b. For telework employees who are working at a telecenter, administrative leave, dismissals, and emergency closings shall fall under the guidelines of the telecenter.

c. In the case of emergency administrative closings, home based teleworking employees must continue to work. The Agency shall discuss the impacts of administrative closings, in advance, with the employee prior to implementing the telework work agreement to define clear expectations.

Section 13. The telework employees are expected to use the same precautions to secure and protect their at-home computer equipment and any work related documents (i.e., making sure doors are locked, liquids kept away from the computer, etc.) The Agency will maintain government owned-equipment. The employee shall notify the Agency immediately following a malfunction of government-owned equipment.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 17: Telework

Section 1—Introduction

- a. The Parties acknowledge that a vibrant telework program is consistent with and supports Departmental and performance goals. Telework reduces congestion and mobile source emission; serves as a recruitment and retention tool; and improves work life quality. More importantly, telework is an effective and efficient means for continuing government operations when employees cannot travel to their duty locations.
- b. This Article will be administered in accordance with the DOT Telework Policy (Chapter 650 of the Departmental Personnel Manual). Employee participation in the telework program is voluntary. Telework can be temporarily or permanently suspended or terminated by the participant, the supervisor, or other senior management in accordance with the provisions of this Article and the terms and conditions of applicable telework agreements.
- c. The Agency will provide training to encourage the effective use of telework consistent with the Agency's mission. The goal will be to develop strategies that will assist supervisors and employees to eliminate barriers that limit the use of telework.
- d. Telework shall be authorized for the maximum number of positions to the extent that mission readiness is not jeopardized. To the broadest extent possible, telework should be made available to eligible employees on a regular and recurring basis.

Section 2—Definitions

- a. Official Duty Station (ODS): the employee's official Agency work site.
- b. Alternate Duty Station (ADS): a management-approved alternate work site that is geographically convenient to the employee's ODS.
- c. Telework Agreement: a written agreement between the supervisor and the employee defining the employee's obligations and responsibilities under the Telework Program.
- d. Portable Work: work normally performed at the employee's ODS that can be effectively performed at the ADS. This work is part of the employee's regular work assignment or approved special work assignments.
- e. Non-Portable Work: Assignments that are not portable include those assignments that require face-to-face customer contact or the employee's physical presence at the ODS.

- f. Government-Furnished Equipment (GFE): A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for job performance (includes laptop or desktop computer).

Section 3—General

- a. Consistent with operational requirements, upon the employee's request, the Agency will be flexible in approving telework participation.
- b. Eligible employees may be authorized to telework on a regular basis with the approval of their supervisors; employees must have sufficient portable work to support days requested to telework.
- c. An employee approved for full-time work at home will have his or her residence established as the ODS. The change in ODS will be treated as a voluntary work relocation assignment in accordance with Sections 3 and 4 of the Reassignment Article (Article 39) of this CBA. Pay, special salary rates, locality pay, and travel entitlements will be based on the ODS.
- d. All employees are required to complete a written Telework Agreement, have it signed and approved by their supervisor, and complete mandatory telework training before being allowed to telework. Employees must comply with the terms and conditions of the Telework Agreement.
- e. Telework should be seamless as if working in the office; when practical and appropriate, employees should forward their office phones, and respond to phone calls and emails in a reasonable time.
- f. Management reserves the right to direct an employee to report to the official duty location or cancel his or her scheduled Telework day based on operational requirements.
 - 1. Normally, the supervisor will notify the employee at least twenty four (24) hours in advance when requiring the employee to cancel his or her scheduled telework day.
 - 2. Normally, the employee will be allowed to reschedule his or her canceled telework day during the same pay period.
- g. Employees are eligible to simultaneously have alternative work schedules and be on a Telework Agreement. Subject to the supervisor's approval, consistent with organizational needs and DOT policy, an employee may be approved to telework the day before or after an RDO.
- h. An employee's request for a change to his or her Telework Agreements must be approved in advance by the supervisor prior to the date or pay period of the requested change.

- i. Subject to supervisory discretion and approval, employees who are injured, recuperating, or temporarily disabled may be permitted to telework provided they are capable of completing their work assignments.
- j. Employees are responsible for maintaining a proper working environment at their telework work site. Other than for official business permitted by law or government-wide rule or regulation, managers and supervisors will not visit an employee's residence uninvited. For any such visits, management shall provide twenty-four (24) hours advance notice during the teleworker's regular Core Hours. Management will not inspect non-work space in the ADS (residence).
- k. Employees are responsible for adjusting their transportation benefits to appropriately account for their telework schedule. Employees are not to receive transportation benefits for the days they telework.
- l. Employees are covered under FECA if injured while performing official duties during telework. The employee must immediately notify his or her supervisor of any accident or injury that occurs while on duty at his or her approved telework work site.
- m. Teleworkers are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work.
- n. Management is responsible for supervising work in accordance with the FLSA and the provisions of this CBA.
- o. Teleworkers and non-teleworkers shall be treated the same for the purposes of:
 - 1. periodic annual appraisals of job performance;
 - 2. training, rewarding, reassigning, promoting/reducing in grade, retaining and removing;
 - 3. work requirements; and
 - 4. other acts involving managerial discretion.
- p. Telework-Eligibility Reconsideration Process: In accordance with the DOT Telework Policy, an employee may request reconsideration of telework eligibility from a second-level reviewer if his or her supervisor or manager has determined that the employee, or his or her position, is not telework-eligible.
- q. Telework Evaluation: Upon the establishment of the LMF, the Parties may take up topics including the evaluation of the effectiveness, the marketing of the telework

program, and the goals and objectives for the telework program using Pre-Decisional Involvement (PDI). The Union shall be provided a copy of any annual status of telework report provided to DOT within ten (10) business days of issuance.

- r. Right to Grieve: The Grievance Procedures Article negotiated within this CBA will serve as the exclusive process for resolving telework disputes or terminations of telework for Bargaining Unit employees.

Section 4—Eligibility

- a. Position Eligibility Criteria: Consistent with the DOT Telework Policy, position eligibility should be reviewed based on job function. The position and employee criteria described in this Section shall apply when determining eligibility. Positions that have the following characteristics are eligible for teleworking:
 - 1. Sufficient work activities that are portable and are not dependent on the employee being at the traditional work site.
 - 2. Work activities that are conducive to remote supervisory oversight because of clear and measurable performance standards and results.
 - 3. Adequate technology for offsite work is available. Materials and information necessary to perform the duties of the position can be readily moved to and from the Federal office, consistent with data and systems security requirements, including Privacy Act protection requirements.
 - 4. Necessary interaction with coworkers, subordinates, superiors, and customers can be maintained electronically or by telephone without adversely affecting coworkers, customer service, or unit productivity.
 - 5. Other position eligibility criteria that management determines to be appropriate, consistent with the Department's goals and objectives for telework.
- b. Positions generally not eligible for Telework: Some position characteristics, tasks and duties are not generally suitable for telework. These include, but are not limited to the following:
 - 1. positions that require the employees to have daily, in-person contact with coworkers, supervisory officials, customers, Administration officials, Congressional officials, or the general public in order to be effective;
 - 2. positions in which operational requirements dictate employee physical presence at specific work locations; and/or
 - 3. positions that require routine access to classified information; unless required storage and equipment are readily available and the employee's servicing

security organization has approved the telework arrangement in writing in advance.

- c. Upon request, the Agency will identify all Bargaining Unit positions that are not eligible to participate in telework and provide the Union with justification for ineligibility.
- d. Employee Eligibility Criteria: Upon approval of the supervisor, eligible employees, including probationary employees, may participate in telework on a voluntary basis. Employees may withdraw from the program at any time by notifying their immediate supervisor.

Supervisors and senior management are to assess individual performance characteristics and criteria when considering an employee for a telework arrangement. A supervisor may defer approving a Telework Agreement for a newly assigned employee for up to ninety (90) days to assess the employee's ability to work independently. In order to be eligible, an employee must meet the following minimum eligibility criteria:

1. have a performance rating of record of at least "Achieved Results";
2. not be under a Performance Improvement Plan (PIP);
3. demonstrate dependability and the ability to work independently;
4. be able to prioritize work effectively and utilize good time management skills;
5. be in compliance with Federal Government and Agency standards of conduct;
6. not have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties as provided in [5 U.S.C. § 6502](#);
7. not have been officially disciplined for being absent without leave (AWOL) or disciplined within the preceding 12 months for misconduct or performance issues action that has a nexus to Telework.
8. is not on leave restriction;
9. is not excluded from participation by law, government-wide rule or regulation; and
10. has access and the ability to use the required teleworking equipment and services.

Section 5—Categories

Eligible telework-ready employees may work under the following categories as defined:

- a. Full-Time Work at Home: An employee approved to work from home on a full-time basis, with no regularly scheduled days to report and work from the headquarters building. See Section 3c of this Article.
- b. Regular Telework: An employee approved to telework on a regular, recurring scheduled basis, for any number of days allowed by law, government-wide rule or regulation, or DOT policy, as approved by the supervisor in the Telework Agreement.
- c. Ad hoc or Situational Telework: The employee teleworks on an occasional or intermittent basis at an ADS. Telework may include an approved temporary project, on a case-by-case basis, or for personal emergency or for the purpose of meeting operational requirements, where the employee may work less than a full day at the ADS, and where there is no set schedule of regular telework.

Section 6—ODS Shared Work Space

Employees who telework two (2) or fewer days per week will keep their workstation. Employees who telework more than two (2) days per week may be required to share space with other employees. Shared space will include necessary office automation equipment needed to perform the required duties of the position and access to a locked storage area.

Section 7—Telework Procedures

- a. Work performed under a Telework arrangement may be scheduled or situational.
- b. Employees may request to participate in scheduled telework at any time. Requests shall be considered at the supervisor's discretion.
- c. If the supervisor terminates or the employee voluntarily withdraws from telework, the employee may request to renew the Telework Agreement after one hundred and eighty (180) days.
- d. Requests to Participate in Telework
 1. Employees will request to participate in the Telework program by submitting a Telework Agreement and a Self-Certification Safety Checklist Form (Appendices II and III).

2. The supervisor and employee will meet to discuss and finalize the Telework Agreement.
 3. The supervisor and the employee shall work together to determine the appropriate telework schedule. The amount of day(s) for a regular telework schedule is subject to the availability of an appropriate amount of work that can be suitably performed at an ADS and office staffing requirements.
 4. The supervisor will act on requests within ten (10) working days of the request for scheduled telework. If the employee's request is denied, the supervisor will state his or her business-related reasons for the denial by annotating it on the Telework Agreement. The employee may request a meeting with the supervisor to discuss a modification to the original telework request, e.g., as to the number of days per week requested.
- e. Annual Review: The supervisor will meet with the employee to conduct an annual review of the Telework Agreement. Employees will not have to submit future requests once the original request is approved unless a schedule change is requested by the employee.
 - f. Office Closures: Employees who are "telework ready" and can perform assigned duties are required to telework during government/office closures as directed by the Agency. An employee who is not "telework ready" is able to take administrative leave and is not required to take annual or other unscheduled leave. If circumstances render an employee unable to be telework ready that day because of events outside of his or her control, the employee may be required to provide proof of the exigency at the request of the supervisor.
 - g. Early Dismissal/Late Opening: If there is an early dismissal or late opening at the ODS due to emergency circumstances, and the employee is working at his or her residence as the ADS, the employee is required to complete a full workday, unless the employee takes appropriate leave or is not telework ready.
 - h. Administrative Leave: When Administrative leave is authorized for half-day work, (such as Christmas Eve), the telework employee may also take the administrative leave and is not required to work his or her full day.
 - i. Overtime: An employee may be permitted to work overtime in a telework duty status in accordance with the overtime provisions of this CBA.
 - j. Leave: Requests for leave on scheduled telework days will be handled in accordance with this CBA.

Section 8—Work Assignments

- a. Employees and supervisors will discuss and document, as necessary, the job tasks/assignments that will be carried out or completed while teleworking.

- b. An employee teleworking will complete assigned work according to the work procedures agreed upon by the employee and supervisor and according to the job elements and performance standards established in the employee's performance plan.

Section 9—Restriction and Termination

- a. Barring work performance or disciplinary actions that directly affect job performance, a supervisor's decision to terminate an employee's Telework Agreement will be based solely on operational work requirements.
- b. Telework arrangements may be terminated by either management or the employee by written notification of termination of the Telework Agreement, except under emergency situations. Reasons for termination of a Telework Agreement may include a decline in performance or productivity, or if the telework arrangement no longer benefits the organization or the employee's needs.
- c. The Agency may terminate an employee's Telework Agreement with documentation to support a decline in performance, productivity, or a pending disciplinary action that supports terminating telework.
- d. Employees will suspend telework during travel, temporary duty (TDY), training, and other work assignments outside their normal work environment. Employees on detail may telework with the approval of the detail supervisor and if work requirement permits.
- e. The Agency may temporarily restrict telework for a short period of time for a group or an individual in order to meet operational requirements. Barring an urgent operational requirement, the employees will be provided notice at least five (5) workdays in advance.
- f. The employee's Telework Agreement may be terminated if he or she does not meet one (1) or more of the eligibility criteria or the terms of the Telework Agreement.
- g. Management will counsel employees about specific problems, including a diminishment in performance, before removing an employee from the Telework Program, except in the case of egregious violations.
- h. When an employee's participation in the Telework Program is terminated, the employee will be notified in writing of the reason for termination and the effective date of the termination. Management will consider individual circumstances when considering the effective date of removal from the program.

- i. An employee who has voluntarily terminated his or her participation in the telework program or has been removed from the Telework Program may reapply for Telework after 180 days.

Section 10—Equipment and supplies

- a. Based on funds, equipment availability, and operational requirements, GFE, including computers and other telecommunications equipment, may be provided by OST headquarters for use by employees participating in the teleworking program. GFE is to be used only for official business.
- b. OST headquarters is responsible for the maintenance, repair, and replacement of GFE. Employees are responsible for bringing the equipment into the office for maintenance.
- c. Employees are responsible for repair and maintenance of personally owned equipment and associated costs for telecommunications and internet services.
- d. Approved supplies will normally be procured through established office procedures.
- e. GFE will be signed out and returned in accordance with OST policies and procedures. The employee must return all GFE and material to OST headquarters at the conclusion of the telework arrangements or upon request.
- f. As appropriate, the Agency shall provide GFE in support of a requested and approved reasonable accommodation.

Section 11—Computer and Information Security

- a. Employees who telework are to follow all required security protections and DOT policies to include DOT Departmental Personnel Manual, Chapter 650 as they pertain to the protection of information, equipment, information system resources, classified information, computer security, and the Privacy Act of 1974, [5 U.S.C. 552a](#).
- b. Employees who access DOT systems as a part of their telework arrangement must sign the Rules of Behavior Agreement (Appendix IV).

Section 12—Telework Forms

After the CBA has been in effect for one (1) year, either Party may reopen this Article to bargain any and all aspects of the Telework Agreement Form or to propose additional forms related to telework. The written notice to reopen this Article must be provided no later than the second anniversary of the effective date of this CBA or the Article will remain in force.

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE 35
TELEWORK**

Section 1. The AJI OKC will administer telework in accordance with Human Resources Policy Manual (HRPM) Volume 12: Work Life and Benefits, WLB-12.3 FAA Telework Program dated September 07, 2010.

Section 2. Management will, on an annual basis, provide the union a report of formal requests for telework including approvals and rejections.





ARTICLE 37
Telework

Section 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPW WLB-12.3, FAA Telework Program, and other applicable directives. The Parties agree that bargaining unit employees may request to telework under the Agency's Telework Program.

Section 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions

of the normal work setting;

- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building related problems.

Section 3. FAA employees may participate in one or a combination of the following telework options based upon their manager's approval and as a condition of the telework agreement. Various telework options include:

- a. work at home in a space specifically set aside as an office or workplace;
- b. work at a teleworking center (often called a telecenter) operated by the federal, state or local government, by private industry, or by a combination of organizations working together. Telecenters typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time;
- c. work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees;
- d. work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite.

In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary

medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies and must be in place before the employee begins teleworking.

Section 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

Section 6. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

Section 7. Employees may change their telework days, with prior approval of their supervisor.

Section 8. An employee with a telework agreement and who is not designated as an Emergency Teleworker shall not be required to work from home when the normal worksite is closed due to severe weather/emergencies on his/her non-telework day, unless he/she is notified in advance by his/her manager to take work home in anticipation of an office closure. Should the office not be closed as anticipated, and the employee is already prepared to telework, the employee may, with management approval, have the option to telework as planned. An employee that is designated on his/her

telework agreement as an Emergency Teleworker in the FAA's Continuity of Operations Plan (COOP) is required to telework in accordance with the Agency policy and the COOP. If an employee who is not on his/her regularly scheduled telework day and is not designated as an Emergency Teleworker requests to telework on his/her non-telework day, the employee must have sufficient work to complete for all or part of an unscheduled telework day. Unscheduled telework may be used in conjunction with appropriate leave to ensure the entire work day is accounted for.

Section 9. The first level response to an employee's request to telework must be provided to the employee in writing no more than seven (7) work days after receipt of the employee's request. An employee whose telework request has been denied at the first-level may request reconsideration from, the second-level manager. This does not supersede or waive the right of employees to use the negotiated grievance procedure or any other appeal rights that an employee may have including the right to file a complaint of discrimination. The second-level manager shall respond to the employee's appeal for reconsideration within seven (7) work days of receipt of the appeal request. The response shall be a written response that includes the reasons for the decision.

- a. If the reconsideration is denied, the employee may grieve the denial in accordance with the applicable grievance process.
- b. If the reconsideration is approved, a telework agreement must be signed and put into place prior to teleworking. The employee's teleworking-eligible status will be effective at the beginning of the next pay period following date of that second-level decision and the signing of the telework agreement.

Section 10. Although a change in manager requires a new or modified telework agreement, an employee's telework agreement will not be cancelled by the new manager without written notice to the employee stating the reason. Upon receipt of the new manager's intent to modify or cancel the existing telework agreement, the employee may request reconsideration of that decision by the second-level manager in accordance with Section 9 of this Agreement. Until the second-level manager decision is received, the employee's current telework agreement will stay in effect.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 51

Telework

SECTION 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPM WLB-12.3, FAA Telework Program, and other applicable directives. The

Parties agree that bargaining unit employees may request to telework under the Agency's Telework Program.

SECTION 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;
- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building related problems.

SECTION 3. Employees may participate in one or a combination of the following telework options based upon their manager's approval and as a condition of the telework agreement. Various telework options include:

- a. work at home in a space specifically set aside as an office or workplace;
- b. work at a teleworking center (often called a telecenter) operated by the federal, state or local government, by private industry, or by a combination of organizations working together. Telecenters typically house employees from a variety

of public and private sector employers and provide worksites that reduce commuting time;

- c. work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees;
- d. work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

SECTION 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

SECTION 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations in assessing these criteria will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations. The Agency will respond to such requests in a timely manner.

SECTION 6. Denial and termination decisions must be based on business needs or organizational/individual performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the

employee might reapply, and also, if applicable, what actions the employee should take to improve his/her chance of approval.

SECTION 7. An employee on an approved Ad Hoc Telework Agreement may request a specific telework day(s) that satisfies the irregular and/or project oriented needs of a work assignment. The Agency will respond to such requests in a timely manner. Employees on an approved Optional Telework Agreement may change their telework days, with prior approval of their supervisor.

SECTION 8. Teleworkers will be treated fairly and equitably in the application of Agency policy and as compared to non-teleworkers will be treated equitably with respect to:

- a. formal feedback discussions (e.g., Mid-Cycle Progress Review, End-of-Year Performance Summary);
- b. training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and
- c. The quantity, quality and timeliness of work assignments.

_____ [Redacted]

[Redacted]

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Article 16
Telework

- a. This Article will be administered in accordance with PHMSA Telework Policy 3900.1A (October 10, 2019). PHMSA Policy 3900.1A does not preclude approval of a schedule that includes a Regular Day Off (RDO) under an Alternate Work Schedule (AWS) and telework in the same week.
- b. The Agency will provide each bargaining unit employee information regarding whether their position is telework eligible, and, if eligible, who has the authority to approve a request for telework.

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

Article 8

Telecommuting

Section 1. Subject to RITA Order 1501.1, RITA Telecommuting Policy, employees desiring to work at home or at an alternative work site, known as “telecommuting”, may do so in accordance with the procedures contained in the Order. When requested by an employee, telecommuting may be approved at the discretion of the supervisor. Employees will be required to execute a written agreement which is signed by the employee and the supervisor which lists the conditions of telecommuting agreed to by both parties. A copy of the agreement will be given to the time and attendance clerk, and a copy will be sent to the Human Resources Division.

[REDACTED]

[REDACTED]

[REDACTED]

Department of Veterans Affairs
Supplemental Documents

Department of Veterans Affairs
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL

January 18, 2024

OMB issued its Organizational Health and Performance Memorandum (M-23-15) last spring as guidance for agencies as they reevaluate their work environment posture to increase in-person presence while optimizing organizational health and performance. As the White House Chief of Staff and OMB have continued to emphasize in the Cabinet, PMC, and other forums, it is essential for agency leaders to be paying close attention to implementation progress and ensuring that updated Work Environment policies are having the intended impact.

In line with M-23-15, OMB requests that agencies that are still implementing in-person presence goals respond to this **implementation data call** outlining all remaining steps that the agency will take to reach intended work environment postures.

Agencies should provide:

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

Effective October 8, 2023, Department of Veterans Affairs (VA) non-bargaining unit employees in the National Capital Region (NCR) increased their onsite presence to at least 5 days (or 50%) of their total workdays per biweekly pay period. This included Senior Executive Service (SES), SES Equivalents (SES EQV), and Senior Leaders (SL) in the NCR on either telework agreements or virtual arrangements.

As of December 3, 2023, VA SES, SES EQV, and SL outside the NCR, on telework or virtual arrangements, and SES, SES EQV, and SL within 50 miles of the NCR on remote work agreements were required to increase their onsite presence to at least 5 days or 50% of their total workdays per biweekly pay period.

Additionally, all remaining SES, SES EQV, and SL on remote work agreements (including those outside the NCR) will change to telework agreements and report to the agency worksite at least five days per biweekly pay period no later than March 31, 2024.

NOTE: VA has not implemented any changes to Bargaining Unit Employees (BUE) who have not increased their onsite presence due to continued negotiations with American Federation of Government Employees (AFGE) Local 17. Negotiations with AFGE began in October 2023 and mediation is scheduled to begin on February 5, 2024. VA is reviewing options to support facilitating a solution that increases onsite presence of BUE while addressing the concerns raised by our labor partners.

VA telework policy defines the NCR as the following VA Central Office locations: 810 and 811 Vermont Avenue NW, 425 I Street NW, 1800 G Street NW, 1100 First Street

NE, 801 I Street NW, and 1575 I Street NW, Washington, DC; and Landover Warehouse, 7100 Landover Road, Landover, MD. Approximately 85% of the employees in these locations have updated their telework agreements to comply with policy.

VA recognizes that OMB's definition of NCR for data and reporting purposes is outlined in the National Capital Planning Act of 1952 and includes the District of Columbia and 11 local jurisdictions in the State of Maryland and the Commonwealth of Virginia. As of pay period ending December 30, 2023, VA employees with duty stations in the NCR who teleworked performed 54% of their hours in-person. VA continues to validate the data each pay period and improve the accuracy of the information reported.

- (2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

In June 2023, guidance was issued to pause establishing and filling remote positions in the NCR until a review of remote positions in the NCR was completed. Following completion of the review, the VA Deputy Secretary issued a memorandum in December 2023, outlining the process for establishing, filling, or converting a position to remote in the NCR. The Office of the Chief Human Capital Officer (OCHCO) published implementing guidance to support the Deputy Secretary memorandum.

The memorandum and implementing guidance require new requests for remote positions in the NCR to be submitted to the Deputy Secretary for approval. Requests submitted to the Deputy Secretary will be reviewed to determine whether other options for filling the position were considered, including why a position cannot be filled with a telework employee, data to support why the position is hard to fill, and an explanation of the potential impact of not filling the position in a timely manner.

In December 2023, VA administered a pulse survey to NCR non-bargaining unit employees on the increased in office presence policy. The response rate was 45%. Themes included concerns about commuting to include time and cost associated with the commute, physical safety traveling to and from the agency worksite, cleanliness of the agency worksite, psychological safety at work, and the costs of childcare. The survey results are currently being reviewed and analyzed to determine appropriate action.

Additionally, VA conference rooms have been configured for TEAMS meetings, and VA has transitioned to a new reservation system for booking conference rooms.

- (3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

VA is tracking implementation progress and ensuring staff comply with stated policies by monitoring time and attendance records, reviewing telework agreements for employees

working in the NCR to ensure the current telework agreement reflects the 5-day (or 50% on-site requirement) per pay period and the appropriate official worksite/duty station. This is being monitored on an ongoing basis.

VA also reviews daily computer logins at VA Central Office's eight buildings in the NCR to monitor trends in employees' on-site presence. VA has noted a 45% increase in on-site presence at headquarters buildings since implementation of the requirement to increase onsite presence to at least 5 days or 50% of their total workdays per biweekly pay period, with the exception of the end of the calendar year when many employees were on scheduled leave.

As mentioned above, VA estimates that 85% of its impacted NCR workforce (non-bargaining unit employees and senior executives) have updated their telework agreements. This is monitored on an ongoing basis and during the VA Organizational Health and Organizational Performance meetings and we continue to work on improving data accuracy.

Request. Please send a written update that answers these questions. Agencies may provide additional detail or narrative on top of these answers. Responses are due via email to futureofwork@omb.eop.gov no later than January 26, 2024.

Department of Veterans Affairs
Telework Policy(s)

**UPDATE TO POLICIES AND PROCEDURES FOR
TELEWORK IN VA HANDBOOK 5011**

1. **PURPOSE:** The purpose of this Notice is to announce revised policies and procedures for telework. Compliance with this policy will be documented using the VA Form 0740, Telework Request/Agreement (or the electronic equivalent), outlining the terms and conditions of a telework arrangement. Virtual work arrangements are also documented on the VA Form 0740 and subject to the terms and conditions of this Notice.

2. **POLICY:** The mission of the Department requires National Capital Region (NCR) employees with telework agreements to be on-site at least five days per biweekly pay period. The National Capital Region (NCR) is defined as the VA headquarters buildings located in the Washington, D.C., area at the following locations: 810 Vermont Avenue, NW; 811 Vermont Avenue, NW; 1575 I Street, NW; 801 I Street, NW; 425 I Street, NW; 1100 First Street, NE; 1800 G Street, NW and 7100 Landover Road, Landover, MD. NCR employees on virtual work agreements will report to the VA facility to which they are assigned at least five days per biweekly pay period. Regular and recurring telework for positions aligned to the NCR are defined as an approved telework schedule where eligible full-time employees work at an alternative worksite on a regular, recurring basis and report to the agency worksite no less than five days per biweekly pay period. This policy does not apply to the Washington DC VA Medical Center or VA employees located in the Washington, D.C. locality pay area who perform work directly providing or supporting the delivery of services and benefits to Veterans as determined and approved by the Under Secretaries, Assistant Secretaries or Other Key Officials. This policy may apply to employees outside the NCR performing related functions as those within the NCR as determined and approved by their respective Under Secretary, Assistant Secretary or Other Key Officials.
 - a. For part-time employees, the five-day reporting requirement is prorated based on the number of regularly scheduled workdays in a biweekly pay period (e.g., an employee working 6 days per biweekly pay period must report to the agency worksite a minimum of 3 days per biweekly pay period).
 - b. Employees may be on an alternative work schedule and participate in telework. However, employees on compressed work schedules who have the basic work requirement scheduled for less than 10 workdays must maintain an onsite presence at the agency worksite that allows for at least half of the employee's total workdays to be spent at the agency worksite per biweekly pay period.
 - c. Employees on telework agreements may work overtime (e.g., time in excess or the prescheduled and authorized tour of duty) when ordered and approved in advance by the supervisor. Employees are not required to work half of their overtime hours at the agency worksite. Overtime may be worked at the agency worksite or alternative worksite.

- d. Per VA Handbook 5011 and VA Form 0740, supervisors are encouraged to support employees with flexibility when employees request to change their scheduled telework days in a particular week or biweekly pay period consistent with mission requirements. Telework arrangements must be documented in the VA Time and Attendance System (VATAS).
 - e. Telework as a reasonable accommodation for employees with qualifying disabilities is covered under VA Handbook 5975.1.
3. **RESPONSIBLE OFFICE:** Office of the Chief Human Capital Officer (006), Worklife and Benefits Service (058).
4. **RELATED HANDBOOK:** [VA Handbook 5011, Hours of Duty and Leave](#), December 22, 2022.
5. **RESCISSION:** This Notice will be rescinded, and guidance incorporated into VA Handbook no later than one year after the date of publication.

CERTIFIED BY:

Shana Love-Holmon
Acting Assistant Secretary for
Enterprise Integration

**BY DIRECTION OF THE SECRETARY
OF VETERANS AFFAIRS:**

Gina M. Grosso
Assistant Secretary for
Human Resources and
Administration/Operations, Security,
and Preparedness

DISTRIBUTION: Electronic only

Date: November 7, 2023

From: Deputy Secretary (001)

Subj: Updates to Telework Policies and Procedures for Political Appointees, Senior Executive Service, Senior Executive Service Equivalents and Senior Leaders (VIEWS 10991422)

To: Under Secretaries, Assistant Secretaries and Other Key Officials

1. On April 13, 2023, the Office of Management and Budget issued Memorandum M-23-15, *Measuring, Monitoring, and Improving Organizational Health and Organizational Performance in the Context of Evolving Agency Work Environments*, which communicates steps agencies will take to improve organizational health and performance and increase meaningful in-person work in Federal offices. In support of that effort, the mission of the Department of Veterans Affairs (VA) requires the following:

- a. As previously communicated, political appointees are expected to report in-person to their place of work a minimum of 4 days per week.
- b. Effective as of October 8, 2023:
 - i. Senior Executive Service (SES), SES Equivalents (SES EQV) and Senior Leaders (SL), who are in the National Capital Region (NCR)¹ and on telework agreements and virtual work arrangements, report to an Agency worksite a minimum of 5 days per bi-weekly pay period.
- c. Effective no later than December 3, 2023:
 - i. SES, SES EQV and SL, who are outside the NCR and on telework agreements and virtual work arrangements, report to an Agency worksite a minimum of 5 days per bi-weekly pay period;
 - ii. SES, SES EQV and SL, on remote agreements and arrangements with current official duty stations within 50 miles of the NCR will change to telework agreements and report to an Agency worksite a minimum of 5 days per bi-weekly pay period.
- d. Effective no later than March 31, 2024:
 - i. All remaining SES, SES EQV and SL on remote work agreements and arrangements will change to telework agreements and report to an Agency worksite a minimum of 5 days per bi-weekly pay period.

¹ NCR is defined as the following VA Central Office (VACO) locations: 810 and 811 Vermont Avenue NW; 425 I Street NW, 1800 G Street NW; 1100 First Street NE; 801 I Street NW; 1575 I Street NW, Washington DC and Landover Warehouse (7100 Landover Road, Landover, MD). NCR does not include the Washington, DC Medical Center or VA employees located in the Washington, DC locality pay area who perform work directly providing or supporting the delivery of services and benefits to Veterans.

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Subj: Updates to Telework Policies and Procedures for Political Appointees, Senior Executive Service, Senior Executive Service Equivalents and Senior Leaders (VIEWS 10991422)

2. Additional time to comply (e.g., identify appropriate office space) or any other exceptions may be authorized in writing by an Under Secretary, Assistant Secretary or Other Key Official.

3. This shift represents an adjustment for many in this Department; however, these changes will allow us to harness the benefits of enhanced flexibilities that we experienced during the COVID-19 pandemic, while ensuring we have the in-person time we need to build a strong culture, trust and interpersonal connections.

4. The 5-day reporting requirement is prorated for part-time SES, SES EQV and SL based on the number of regularly scheduled workdays in a bi-weekly pay period. Also, official travel counts towards the in-office requirement.

5. All political appointees, SES, SES EQV and SL employees must update their telework agreements and official duty location, where applicable, to reflect the new requirements. VA Form 0740, Telework Request/Agreement (or the electronic equivalent), outlines the terms and conditions of a telework/virtual arrangement. You must follow the procedures in Part II, Chapter 4, Section 13 of VA Handbook 5011, Hours of Duty and Leave, when terminating a remote work agreement.

6. If terminating a remote agreement would conflict with another legally controlling document or policy, it may not be impacted by this requirement and a case-by-case review of those should be conducted with the Office of General Counsel. For example, individuals with a reasonable accommodation for a qualifying disability covered in VA Handbook 5975.1, Processing Requests for Reasonable Accommodation and Personal Assistance Services for Employees and Applicants with Disabilities, are not impacted by this requirement. You must follow the procedures in VA Handbook 5975.1 in addressing requests for reasonable accommodation.

7. Terminating a remote agreement may result in relocation expenses. VA Handbook 5011 and VA Financial Policy must be followed.

8. The Corporate Senior Executive Management Office is available to assist with questions related to terminating a remote work agreement and processing reasonable accommodation requests.

9. The requirements in this memorandum will be codified in VA Handbook 5011 within 1 year of issuance of this memorandum.

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Subj: Updates to Telework Policies and Procedures for Political Appointees, Senior Executive Service, Senior Executive Service Equivalents and Senior Leaders (VIEWS 10991422)

10. Thank you for your attention to this important matter. Questions concerning the requirements for SES, SES EQV and SL, as outlined in this memorandum, may be directed to Ms. Carrie Johnson-Clark, Executive Director, Corporate Senior Executive Management Office, at Carrie.Johnson@va.gov and questions related to the VA telework and remote work policy may be directed to Ms. Tracey Therit, Chief Human Capital Officer, at Tracey.Therit@va.gov.

A handwritten signature in black ink, appearing to read "Tanya J. Bradsher". The signature is written in a cursive, flowing style.

Tanya J. Bradsher

Date: DEC 28 2023

From: Deputy Secretary (001)

Subj: Process for Establishing, Filling, or Converting a Remote Position in the National Capital Region (VIEWS 11150292)

To: Under Secretaries, Assistant Secretaries, and Other Key Officials

1. In response to guidance from the Office of Management and Budget, on May 24, 2023, the Secretary announced a transition to an increased in-person presence for employees in the National Capital Region (NCR)¹. Subsequently, on June 23, 2023, the Chief Human Capital Officer (CHCO) issued guidance to pause establishing and filling remote positions in the NCR until a review of remote positions in the NCR was completed.

2. Based on the review, the following approval levels² will be applied to positions in the NCR categorized as Headquarters³ and Enterprise Support⁴:

- a. Requests to establish a new remote position⁵ must be approved by the Deputy Secretary (DEPSEC).
- b. Requests to backfill an existing remote position or convert an existing position to remote that meets the justification criteria in 3a or 3b below must be approved by the Under Secretary, Assistant Secretary, or Key Official.
- c. Requests to backfill an existing remote position or convert an existing position to remote that do not meet the justification criteria in 3a or 3b must be approved by the DEPSEC.

3. The justification to establish a new remote position, backfill an existing remote position, or convert a position to remote must include evidence that:

¹ NCR is defined as the following Department of Veterans Affairs (VA) Central Office locations: 810 and 811 Vermont Avenue NW, 425 I Street NW, 1800 G Street NW, 1100 First Street NE, 801 I Street NW, and 1575 I Street NW, Washington DC; and Landover Warehouse, 7100 Landover Road, Landover, Maryland. The NCR does not include the Washington, DC Medical Center or VA employees located in the Washington, DC locality pay area who perform work directly providing or supporting the delivery of services and benefits to Veterans.

² This approval process does not apply to requests for remote work as a reasonable accommodation or remote work approved as part of a settlement agreement.

³ Headquarters positions work for components that establish Administration-wide or VA policy, request and provide the initial distribution of resources from Congress or external organizations, assess organizational performance, collaborate with interagency partners, conduct inspections, and/or provide oversight across the Administration or VA.

⁴ Enterprise Support positions work for components that provide support or perform a service across the Administration or multiple components of VA and are organizationally aligned to headquarters.

⁵ A remote position covered by this memorandum may be filled by one or multiple employees.

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Subj: Process for Establishing, Filling, or Converting a Remote Position in the National Capital Region (VIEWS 11150292)

- a. The position is a VA mission critical occupation or a shortage occupation; or
- b. At least one attempt was made to fill the position(s) in the NCR in the last year and was unsuccessful.
- c. If the criteria in paragraphs 3a and 3b are not met and the Under Secretary, Assistant Secretary, or Key Official still wants to pursue a remote position, they may submit a memorandum to the DEPSEC that explains why the position cannot be filled with a telework employee, data supporting the hard to fill aspects of the position, and the potential impact of not getting the position filled in a timely manner.

4. Upon approval, documentation to establish, backfill, or convert a remote position must be submitted to the Human Resources Servicing Office with a Request for Personnel Action for recruitment. A remote work agreement (VA Form 0740) must be completed once the candidate is onboard. The component head is the final approval of the remote work agreement.

5. A report will be submitted to the Office of Human Resources and Administration/ Operations, Security, and Preparedness by each Administration and Staff Office on the 15th of each month documenting the number of remote position backfills and conversions approved by the Under Secretary, Assistant Secretary, or Key Official and the duty location.

6. Thank you for your attention to this important matter. Questions concerning this memorandum may be directed to Ms. Tracey Therit, CHCO, at Tracey.Therit@va.gov.



Tanya J. Bradsher

HOURS OF DUTY AND LEAVE

1. **REASON FOR ISSUE:** To issue Department of Veterans Affairs (VA) policy regarding hours of duty and leave.
2. **SUMMARY OF CONTENTS/MAJOR CHANGES:** This handbook sets forth mandatory procedures previously contained in numerous other issuances. The pages in this handbook replace the corresponding page numbers in VA Handbook 5011. Revised text is contained in [brackets]. These changes will be incorporated into the electronic version of VA Handbook 5011 that is maintained on the [Office of the Chief Human Capital Officer website](#) and the [VA Publications website](#). Significant changes include:
 - a. Adds language for the use of an electronic equivalent to VA Form 0740.
 - b. Provides updated and expanded telework-related definitions.
 - c. Provides policies and procedures for remote work.
 - d. Provides clarification on approval procedures for remote printing.
3. **RESPONSIBLE OFFICE:** Worklife and Benefits Service (058), Office of the Chief Human Capital Officer (05).
4. **RELATED DIRECTIVE:** VA Directive 5011, Hours of Duty and Leave.
5. **RESCISSIONS:** None.

CERTIFIED BY:

**BY DIRECTION OF THE SECRETARY
OF VETERANS AFFAIRS:**

/s/
Guy T. Kiyokawa
Assistant Secretary for
Enterprise Integration

/s/
Gina M. Grosso
Assistant Secretary for
Human Resources and Administration/
Operations, Security and Preparedness

DISTRIBUTION: Electronic Only

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CHAPTER 4. ALTERNATIVE WORKPLACE ARRANGEMENTS (TELEWORK [AND REMOTE WORK])

- 1. PURPOSE.** This chapter sets forth Departmental policies and procedures on alternative workplace arrangements (telework [and remote work]). Telework [and remote work] provide[] employees with the opportunity to perform their work at locations other than the traditional office setting.
- 2. COVERAGE.** This chapter covers all VA employees in telework [and remote work] suitable positions.
- 3. EXCLUSIONS.**
 - a. Employees who have been officially disciplined for absence without approved leave (AWOL) for more than [five] days in any calendar year after December 9, 2010.
 - b. Employees who have been officially disciplined for violations of [subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch](#) for viewing, downloading or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- 4. RESPONSIBILITIES.**
 - a. Under Secretaries, Assistant Secretaries, Other Key Officials, or their designees, are responsible for the administration of telework [and remote work] programs and [for implementing] this policy within their organizations; [including for employees in VA Central Office, the Office of Information and Technology, and Program Offices of the Veterans Health Administration. Administration of telework and remote work programs includes approving or discontinuing alternative work arrangements,] ensuring that managerial, logistical, organizational, or other barriers to implementation and successful functioning of the telework [or remote work] program[s] are removed. [The responsibility for approving or discontinuing telework or remote work arrangements may be delegated as far down as first level] supervisors. Each Administration and Staff Office will be required to ensure employee telework [and remote work] data is being recorded in a timely manner in [the VA personnel system of records (currently HR·Smart)] and the VA electronic time and attendance systems.
 - b. [Where responsibility for approving or discontinuing telework or remote work arrangements is delegated to] Facility Directors, [they] are responsible for [the administration of telework and remote work] programs [for employees under their jurisdiction]. [Facility Directors will] periodically remind employees of the workplace flexibilities available. The responsibility for approving or discontinuing telework [or remote work] arrangements may be delegated as far down as first level supervisors. The approval of telework [and remote work] arrangements must be coordinated with facility Human Resources Officers and supervisors.

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- c. The [Chief Human Capital Officer, Human Resources and Administration/ Operations, Security and Preparedness shall] advise management and operating officials on the policies and procedures in this chapter.
- d. Supervisors [shall]:
 - (1) [D]etermin[e] position suitability and employee eligibility for telework [and remote work] arrangements;
 - (2) Coordinat[e] the completion of the User's Remote Computing Security Agreement with employees (available in the "[VA Remote Access Guidelines](#).");
 - (3) Ensur[e] that the employee has remote access;
 - (4) Ensur[e] adequate coverage during public business hours; that operations continue to be carried out in an efficient and economical manner; and that participating and non-participating employees are treated equitably;
 - (5) [Verify employee required training is completed and complete supervisor telework training, as indicated on VA Form 0740;
 - (6) Ensure VA Form 0740 (or electronic equivalent) is complete prior to employee starting telework or remote work;]
 - (7) Coordinat[e] updates to the telework indicator code in HR·Smart with their servicing Human Resources (HR) office[, including the submission of a request for processing personnel action when an employee's telework or remote work request requires a change in duty station location for locality-based pay]; and
 - (8) Coordinat[e] changes to employee telework [or remote work] schedules with their servicing timekeeper.
- e. Timekeepers are responsible for coding employee timecards with the appropriate descriptors for regularly schedule[d] telework or ad-hoc/situational telework each pay period.
- f. Employees [shall]:
 - (1) Maintain productivity and fulfill their obligation to account for their scheduled daily tour of duty. Participants may be permitted to work at home or other telework worksites full days or a portion of a day. Leave [must] be requested for the period of time not worked;
 - (2) Work[] with their supervisor in completing the remote access request through the Remote Access Self Service Portal;

- (3) Request permanent and temporary changes to their telework schedules through their supervisors; and;
- (4) [Ensure that they are working from the approved alternative worksite location and to request supervisory approval in advance for any temporary changes to the alternative worksite location.]

5. DEFINITIONS.

- a. **Ad Hoc Telework.** Telework that occurs on an occasional, non-routine basis. Telework that occurs to complete short-term special assignments or to accommodate special circumstances even though the telework arrangement may occur continuously for a limited and specific period of time.
- b. [**Agency Worksite.** The official agency location where the employee reports and work activities are based, absent a telework agreement.]
- c. **Alternative Work[s]ite.** [The location where the employee is approved to work when not at the agency worksite. Generally, this is the employee's residence (home).]
- d. **Classified Documents.** Documents that have been officially designated as either Confidential, Secret or Top Secret.
- e. **Continuity of Operations Planning (COOP).** Planning to ensure that the capability exists to continue agency essential functions across a wide range of emergencies, either natural or declared.
- f. **Docking Station.** A piece of equipment that is used with an agency issued laptop computer to allow for the convenient and quick connection of peripheral and/or telecommunications.
- g. **Domestic Employee Teleworking Overseas (DETO) Arrangement.** A telework arrangement wherein an employee temporarily performs the work requirements and duties of their domestic civil service position from an approved [foreign] overseas location. Employees may not telework from a foreign location without an approved DETO agreement.
- h. **DETO Agreement.** A written agreement, in addition to the [VA Form 0740, Telework Agreement](#), which is required for all VA employees conducting official U.S. Government business in a foreign location. DETO agreements are extremely rare but may be approved on a case-by-case basis in accordance with the guidance and procedures specified in [VA financial policy Volume XIV, Chapter 6](#) and [U.S. Department of State policy guidelines.](#)]
- i. [**Locality Payment.** A locality-based comparability payment payable under 5 U.S.C. § 5304 and 5 C.F.R. § 531.605. An employee's locality payment is the

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difference between the employee's locality rate and the employee's scheduled annual rate of pay.]

- j. **Mobile Work.** Work which [requires] routine and regular travel to conduct work [with] customers or [several] worksites as opposed to a single authorized alternative worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and traveling between worksites, or on Temporary Duty (Note: Normal commuting time from home to work and from work to home is not counted as hours of work).
- k. **Official Worksite.** The [official worksite where the employee regularly performs their duties as determined by 5 C.F.R. § 531.605. For most employees, the official worksite is the agency worksite, including a teleworker. For a remote employee, the official worksite is the worksite to which the supervisor and employee agreed (e.g., the employee's residence) for location-based pay entitlements and travel. See [VA Handbook 5007](#), Chapter 9, Part III for guidance on official worksite determinations for pay purposes.]
- l. **Regular and Recurring Telework.** An approved telework schedule where eligible employees work at an alternative work site on a regular, recurring, and ongoing basis. []
- m. **Remote Work.** [An alternative work arrangement in which an employee, under a written remote work agreement, is scheduled to perform their official duties at an alternative worksite and is not expected to perform work at an agency worksite on a regular and recurring basis. A remote worker's official worksite may be within or outside the commuting area of an agency worksite.
- n. **Remote Work Agreement.** A required written agreement, completed and signed by an employee and appropriate officials, outlining the terms and conditions of a remote work arrangement. [VA Form 0740](#) or the electronic equivalent will be used to document the remote work agreement.]
- o. **Telework.** An [] arrangement under which an employee[, under a written telework agreement,] performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved [alternative] worksite other than the location from which the employee would otherwise work. [Unlike remote work, the employee is expected to report to the agency worksite on a regular and recurring basis. If less than two-days a pay period, this may impact locality payments.]
- p. **Telework Agreement.** A required written agreement, completed and signed by an employee and appropriate officials, outlining the terms and conditions of an alternative workplace arrangement (telework). [VA Form 0740](#) or the electronic equivalent will be used to document the telework agreement.]
- q. **Telework Coordinator.** A VA employee designated in each organization to handle the responsibilities of maintaining a record of employees under telework

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agreements and any other duties requested by management to help manage a facility's telework program.

- r. **Virtual Work.** Work performed on a full-time basis using a VA-leased space or at a VA facility other than the facility that hired the employee.

6. POLICIES AND PROCEDURES [FOR TELEWORK].

- a. It is [VA] policy [] to encourage the use of [telework as an] alternative workplace arrangement[]. Managers and supervisors should permit eligible employees to participate in telework to the maximum extent possible provided it does not diminish employee performance or Departmental operations. Telework supports VA goals for improving environmental stewardship and providing employees with greater worklife flexibilities, as well as providing [] cost savings and an effective and efficient means to continue performing mission critical functions during local or national incidents.
- b. Managers and supervisors must determine whether a position is suitable for telework and whether the employee is eligible to participate in a telework arrangement. Managers and supervisors also must issue notification letters and/or emails to employees apprising them of their eligibility to participate in telework (see sample letters in appendices A and B of this part). The procedures for the notification may be determined at the local level with appropriate bargaining unit involvement.
- c. Telework is not an employee entitlement. An employee's participation in telework is voluntary, and approval will be based on management's determination that [participation in] telework supports the mission of the organization and [is consistent with individual performance, team, and organizational work requirements]. Management may disapprove or terminate a [telework] arrangement if it is not compatible with or does not contribute to the organization's mission [or results in diminished individual, group, team, or organizational performance.] Telework notification letters should be provided in writing and include the business-based rationale for the decision. This is a matter for local negotiation.
- d. Employees who meet the criteria for telework may participate in telework arrangements in accordance with applicable laws and collective bargaining agreements. Participation in a telework arrangement is subject to supervisory approval. Whenever appropriate, management may consider establishing telework arrangements to meet its needs as well as those of employees. Telework provides managers, supervisors, and employees with alternatives to the [agency] worksite in accomplishing work objectives.
- e. Adequate coverage must be maintained. Teleworkers, therefore, may be required to return to the [agency] worksite on scheduled telework days based on the needs of the office. In such instances, a recall to the office for operational reasons or in support of a mission requirement is not a termination of the

telework agreement. Requests by teleworkers to change their scheduled telework days in a particular week or bi-weekly pay period should be accommodated by the supervisor where practicable, and consistent with mission requirements.

- f. [] Telework may be used as a reasonable accommodation for employees with qualifying disabilities under the [Rehabilitation Act of 1973, as amended. Telework may also be used as an accommodation under Title VII of the Civil Rights Act of 1964 and the Pregnancy Discrimination Act]. Detailed guidance on [requests for] reasonable accommodation [related to disability] is found in [VA Handbook 5975.1](#). [Refer to [VA Directive 5975](#) for guidance on requests related to religious accommodation or pregnancy.]
- g. [With supervisory approval,] telework arrangements may be established at the employee's residence, satellite centers, and other temporary alternative workplace arrangements such as hoteling (workspaces assigned for use by reservation on an as-needed basis), hot desking (locating workspaces assigned on a first come, first served basis), [and] hotel rooms [] when determined by work unit supervisors to be consistent with the mission of VA.
- h. Prior to initiating, modifying, or terminating a telework arrangement that affects employees in a collective bargaining unit, appropriate labor relations obligations must be fulfilled.
- i. It is recommended that telework agreements be reviewed at least annually, but no more than quarterly (unless there are specific concerns with the agreement) to determine the impact on work operations.
- j. If management determines that a telework arrangement is not meeting the operational needs of the organization, the arrangement will be modified no sooner than two weeks after the employee is notified, or in accordance with the required notice periods specified in applicable collective bargaining agreements. Supervisor modification or termination of the arrangement or an employee's request to terminate an arrangement requires two weeks' notice except where:
 - (1) Otherwise specified in a collective bargaining agreement;
 - (2) Work-related circumstances require otherwise, e.g., an emergency situation;
 - (3) Management determines that the teleworker is not meeting performance criteria;
 - (4) The employee breached information security protocol or;
 - (5) The employee works overtime without prior advanced approval [See Part I, Paragraph 4r]. Employees are not authorized to work overtime unless ordered and approved by the supervisor in advance. Unauthorized

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overtime will not be credited. Telework agreements may be terminated for employees who work unauthorized overtime. The decision to terminate the agreement should be made on a case-by-case basis based upon the circumstances after discussion with the employee.

- k. Equal employment opportunity principles are fully applicable to the operation of this program.
- l. Employees with mission-critical duties and those who may be required to telework in the case of a Continuity of Operations (COOP) event, office closure to the public due to adverse or inclement weather, or pandemic health crisis must have an approved telework agreement in place.
- m. A new telework agreement should be completed if the employee is assigned to work under a new supervisor or if the terms of the telework agreement change.
- n. Telework is not intended to serve as a substitute for dependent/elder care. [The primary intent of the telework program is to support the mission of the office in an alternative work setting. Telework may not be used as an alternative to or in lieu of dependent care/elder care. Employees may not telework with the intent of or for the sole purpose of meeting dependent care responsibilities while performing official duties. While performing official duties, employees are expected to arrange for dependent care/elder care in the same manner as they would if they were working at an agency worksite].
- o. The opportunity to participate in telework is offered only with the understanding that it is the responsibility of the employee to ensure that a proper work environment is maintained (e.g., dependent/elder care arrangements are made so as not to interfere with the work, personal disruptions such as non-business telephone calls and visitors are kept to a minimum, etc.). [While the presence of dependents in the home is not an absolute bar to teleworking, employees must not engage in dependent care/elder care activities when performing official VA duties. Employees may take leave, with supervisory approval, or adjust their work schedule under a flexible schedule to complete a full workday while attending to dependent care/elder care responsibilities.] A special exception may only be authorized in circumstances such as a pandemic or other emergency. When telework is authorized under such exception, the employee is expected to account for work and non-work hours during the tour of duty and take appropriate leave (paid or unpaid) to account for time away from normal work-related duties. Supervisors and employees should discuss this scenario in advance to determine the limits of the employee's ability and how communication and workflow will be affected.
- p. [An employee may participate in telework while working an alternate work schedule such as a compressed or flexible work schedule.]

7. TELEWORK CRITERIA.

- a. **Participation.** Employee participation in a telework arrangement is voluntary. Managers should allow eligible employees to telework to the maximum extent practicable without diminished employee or organizational performance.
- (1) VA employees authorized for telework arrangements must occupy a suitable position []. Employees may be denied eligibility to telework if they do not have a history of being “reliable, responsible, and able to work independently.” Both full-time and part-time employees may participate in a telework arrangement. Telework is not recommended for trainee or intern positions or during the first 90 calendar days of any probationary period. However, under emergent or extenuating circumstances there may be authorized exceptions on a case-by-case basis.
 - (2) The employee’s immediate supervisor is responsible for determining the requirements and expectations of a telework arrangement to include the appropriate number of days and which job duties may or may not be performed remotely by the employee. This should be done in collaboration with the employee. Each arrangement to telework is to be considered individually and documented in a written agreement [, on VA Form 0740 or the electronic equivalent (through the appropriate VA personnel system of record). The supervisor should maintain a copy of the agreement and provide a copy] to the employee. The supervisor shall [also] inform the timekeeper so that telework is recorded appropriately in the electronic time and attendance system. [Paper submissions on VA Form 0740 additionally require the supervisor provide information to the HR office so the telework agreement is coded into the VA personnel system of record HR Smart.]
 - (3) All teleworkers and their immediate supervisors must receive training designed to provide the employee and supervisor with a smooth transition to telework. The training module is available via the Talent Management System (TMS) [under course title TMS Training for Employees (VA 1367006) and TMS Training for Managers (VA 1366994).]
- b. **Position Suitability.**
- (1) Management officials are responsible for determining which positions are [eligible] for telework arrangements consistent with labor relations obligations. Position suitability must be reviewed by management officials based on the functions and job duties of the position rather than the title alone. Tasks that can be performed away from the traditional office are generally more suited for a telework arrangement. Even positions that are generally not suitable for telework may have tasks that may be deemed suitable. This approach to “job reengineering” can assist in providing appropriate avenues toward telework. Guidelines for determining position suitability include but are not limited to:

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- (a) Work activities must be portable and can be performed effectively outside the traditional office location;
 - (b) Job tasks are quantifiable or primarily project-oriented;
 - (c) Contact with other employees, the supervisor or manager, and serviced clientele is predictable and normally scheduled;
 - (d) The computer technology needed to perform work off-site is currently available or can be acquired;
 - (e) Employees may be linked electronically to the traditional office location using Government Furnished Equipment (GFE) or a personal computer via the internet, based on specific guidance contained in VA Directive 6500, or if VA network access is not required, the employee may simply take approved work to the alternative worksite;
 - (f) Classified documents may not be taken to, used or stored at an employee's home office or [alternative worksite]. The employee must return to the [agency worksite for classified work] to access and work on such documents or materials; and
 - (g) Privacy Act materials, evidence or sensitive documents (hard copy or electronic) may be accessed, and if required, printed remotely, provided the employee agrees to protect Government/VA records from unauthorized disclosure, loss, compromise or damage, and will comply with the security requirements in the Telework Agreement, all applicable VA and local facility policies, Privacy Act of 1974, 5 U.S.C. § 552a, and all applicable Federal laws and regulations, VA Directive and Handbook 6210, and other applicable VA policies. Any hard copy or printed sensitive material shall be kept securely at the alternative site and retained in accordance with the National Archives and Records Administration, facility Records Management guidelines, and VA and facility sensitive material disposition.
- (2) Telework may not be suitable for some positions. However, these positions may be eligible for telework on an ad hoc basis or in an emergency situation. These positions require on a daily basis:
- (a) Extensive [in-person] contact with supervisors, co-workers, clients and Veterans;
 - (b) Special facilities or equipment that can not readily or economically be provided; or
 - (c) Frequent access to classified material and/or sensitive information.

8. PROCESS FOR ESTABLISHING A TELEWORK AGREEMENT.

- a. Management must first identify an employee's position as suitable for telework, determine whether the employee is eligible to participate in telework, and notify the employee of the employee eligibility in writing, regardless of whether the employee has submitted a request to telework.
- b. Eligible employees interested in telework should discuss the matter with their supervisor and, if they would like to telework, submit a request [in writing on a [VA Form 0740](#) (or the electronic equivalent) before completing the training or requesting remote network access.]
- c. The supervisor will consider the request and determine whether telework is an appropriate work arrangement. When the supervisor and employee agree that the alternative workplace arrangement is an acceptable option, additional discussions should be held regarding the employee's work schedule, work requirements and job expectations.
- d. Upon completion of the mandatory telework training course, including the Information Security Awareness Training and Veterans Health Administration (VHA) Privacy Policy Training, as applicable, the employee must [complete VA Form 0740, Telework Agreement](#), [or the electronic equivalent] which lists all terms and conditions for the telework alternative workplace arrangement, and collaborate as needed with the facility's Telework Coordinator.

9. PROCEDURES TO REQUEST A TELEWORK AGREEMENT.

- a. Employees must submit a written request to their immediate supervisor to telework. [Submission of the electronic equivalent of the VA Form 0740 is encouraged for non-bargaining unit employees. Use of an electronic equivalent to the VA Form 0740 for bargaining unit employees is defined in collective bargaining agreements and/or memoranda of understanding.] The request must state the specific work schedule, as well as the proposed workdays, hours, etc. as applicable.
- b. The immediate supervisor must meet or confer directly with the requesting employee within ten business days after receipt of a written request to telework to understand fully the nature of and need for the requested flexibility.
- c. The supervisor must carefully consider the request and any supporting information provided by the employee and provide a written decision to the employee within 20 business days after receipt of the initial request, or within the timeframes set forth in an applicable collective bargaining agreement. Supervisors must consider VA's mission-related requirements and the impact on VA operations when rendering a decision.
- d. If the supervisor is unable to grant the employee's request due to mission-related requirements and the impact on VA operations, the supervisor should

work with the employee to determine if there are alternatives available that are beneficial to VA and the employee. If the supervisor denies the employee's request to telework the employee has the right to file a grievance in accordance with the procedures outlined in VA Handbook 5021, Part IV, or applicable collective bargaining agreement.

[10. POLICIES AND PROCEDURES FOR REMOTE WORK.

- a. VA fully supports and promotes remote work arrangements for employees occupying remote work eligible positions. The remote work policy as described in this Handbook is intended to enhance the worklife balance for employees. While employees and organizations benefit from remote work arrangements, such arrangements are subject to the business case and operational needs of the VA organization and budget allocation.
- b. Remote work arrangements should be cost-neutral or low-cost, to the extent practical, after factoring in the net cost savings accrued moving each employee to a remote arrangement.
- c. Managers and supervisors must determine whether a position is suitable for remote work and whether the employee is eligible to participate in a remote work arrangement. Remote work is an arrangement under which an employee is scheduled to perform their position's job duties at an approved alternative worksite (typically the employee's residence) and is not expected to perform work at an agency worksite on a regular and recurring basis. A remote worker's official worksite may be within or outside the commuting area of an agency worksite.
- d. Remote work arrangements may be established when the supervisor hires the employee to work from a remote worksite location or approves the employee's change in duty location. Remote work is not an employee entitlement. The approval will be based on management's determination that remote work supports the mission of the organization and does not diminish either employee performance or agency operations.
- e. Employees who meet the criteria for remote work may participate in remote work arrangements in accordance with applicable laws, regulations, and collective bargaining agreements. Participation in a remote work arrangement is subject to supervisory approval. Prior to initiating, modifying, or terminating a remote work arrangement that affects employees in a collective bargaining unit, appropriate labor relations obligations must be fulfilled.
- f. With supervisory approval, remote work arrangements may be established at the employee's residence or other approved locations when determined by work unit supervisors to be consistent with the mission of VA.
- g. Remote work arrangements may be used for a variety of business reasons, including, but not limited to:

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- (1) Retaining high performing employees who must move for personal reasons and would otherwise leave the VA;
 - (2) Recruiting employees with specialized skills, who may not want or be able to relocate for personal reasons;
 - (3) Achieving VA Administration or Staff Office real estate cost savings, or other business cost reductions (e.g. utility costs or reduction in leased space);
 - (4) Reducing costs associated with filling vacancies when employees must relocate; and
 - (5) Increasing employee work-life balance, resulting in increased morale.
- h. It is recommended that remote work agreements be reviewed at least annually, but no more than quarterly (unless there are specific concerns with the agreement) to determine the impact on work operations.
 - i. A new remote work agreement should be completed if the employee is assigned to work under a new supervisor or if the terms of the remote work agreement change.
 - j. Remote work is not intended to serve as a substitute for dependent/elder care. The primary intent of the remote program is to support the mission of the office in an alternative work setting. Remote work may not be used as an alternative to or in lieu of dependent care/elder care. Employees may not participate in remote work with the intent of or for the sole purpose of meeting dependent care/elder care responsibilities while performing official duties. Refer to Paragraph 6 under Telework Policy and Procedures for dependent care/elder care guidance.
 - k. Equal employment opportunity principles are fully applicable to remote work programs.
 - l. Remote work may be used as a reasonable accommodation for employees with qualifying disabilities under the Rehabilitation Act of 1973. Detailed guidance on reasonable accommodation may be found in [VA Handbook 5975.1](#).
 - m. An employee may participate in remote work while working an alternate work schedule such as a compressed or flexible work schedule.
 - n. Remote employees must be treated equitably for appraisals of job performance, training, awards, reassignment, promotions, changes in grade, work requirements, approval of overtime work, flexible and compressed work schedules, and other actions within management's discretion.

11. REMOTE WORK CRITERIA.

- a. **Participation.** Employee participation in a remote work arrangement is voluntary. Managers should allow eligible employees to participate in remote work to the maximum extent practicable without diminished employee or organizational performance.
 - (1) **Position Suitability.** At a minimum, the following conditions or criteria will be considered when a remote work arrangement is requested or when included in a Job Opportunity Announcement (JOA):
 - (a) (a) As part of the ongoing position management processes, each VA Administration and Staff Office will review positions to determine eligibility for a remote work arrangement. Eligibility must be determined prior to posting a JOA; and
 - (b) (b) VA Administrations and Staff Offices must consider the job duties that only can be performed onsite and the amount of time required to complete such duties in a typical bi-weekly pay period;
 - (c) (c) The amount of time required each week to participate in other aspects of the work unit operations such as training, meetings or collaboration, including collaboration with stakeholders that cannot be conducted virtually; the type and frequency of travel associated with the position.
 - (d) (d) Employees with mission-critical duties and those who may be required to work in the case of a COOP event, office closure to the public due to adverse or inclement weather, or pandemic health crisis must have an approved telework agreement in place.
 - (2) **Employee eligibility.** Employees are [also] eligible for remote work arrangements pursuant to management's determination that the duties and responsibilities of the position can be successfully performed from an alternative worksite. Employees must be capable of accomplishing work assignments without close on-site supervision or continual in-person interaction with other staff.
- b. All remote workers and their immediate supervisors must receive the telework training designed to provide the employee and supervisor with a smooth transition to remote work. The training module is available via the TMS under course title TMS Training for Employees (VA 1367006) and TMS Training for Managers (VA 1366994).
- c. In considering remote work requests, the following factors should be evaluated:
 - (1) Whether remote work is in the best interest of the agency.

- (2) Potential impact to the organization and/or work unit.
- (3) Whether remote work is cost neutral or low cost.
- (4) Characteristics and competencies of the employee align with being a remote worker. Whether other pay and human resources flexibilities have been considered and why they would not be effective for recruiting or retaining an employee in the position.
- (5) Whether an employee requested relocation to a remote work location is for the employee's own convenience and benefit. Pursuant to Federal Travel regulations (41 C.F.R. Chapter 302), VA is prohibited from paying relocation expenses to a new remote work location.

12. PROCESS FOR ESTABLISHING A REMOTE WORK AGREEMENT.

- a. The VA Form 0740 or the electronic equivalent will be used to document the remote work agreement. Upon completion of the mandatory telework training courses, including the Information Security and Awareness Training and Privacy Act Training, as applicable, the employee must complete VA Form 0740, Telework Agreement (or the electronic equivalent), outlining the terms and conditions of a remote work arrangement. The agreement must be completed and signed by the employee and appropriate official(s), with the supervisor maintaining a copy of the agreement and providing a copy to the employee. The supervisor shall also inform the timekeeper so that remote work is recorded appropriately in the electronic time and attendance system. Paper submissions on VA Form 0740 additionally require the supervisor provide information to the HR office so the remote work agreement is coded into the VA personnel system of record, HR Smart.
- b. The official duty station is the location of the employee's alternative worksite. The alternative worksite determines certain location-based pay entitlements, such as the amount of General Schedule locality pay an employee will receive. The locality pay for those employees who are remote work employees will be the employee's alternative worksite as determined at the time of hire. Servicing HR personnel must process the following required actions:
 - (1) Update OF-8 to reflect the Remote Duty Station (Block 5)
 - (2) Process SF-52, changing "Duty Station" blocks 38 and 39 of the SF-50 and
 - (3) Process SF-52 to document position reclassification action when necessary
 - (4) Update HR database(s) to reflect change in telework status codes, etc.
- c. Remote work employees generally will not have an assigned or dedicated workspace at the VA organization staff office worksite.

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- d. Although remote employees generally are not expected to report to the agency worksite, the supervisor can require the presence of a remote employee at the worksite in certain situations, e.g., training, or an official meeting. Supervisors should provide as much advance notice as possible but at least 24 hours. If applicable, this should be stated in the Supervisor/Employee Specific Terms and Conditions section of the agreement. When a supervisor authorizes a remote employee to travel to an office worksite for official duty, the agency will pay travel costs consistent with applicable [travel regulations and policies](#).

13. PROCEDURES TO REQUEST OR MODIFY A REMOTE WORK AGREEMENT.

- a. **Recruitment.** HR personnel, in coordination with the hiring manager, must ensure that all VA JOAs indicate whether the position is suitable for remote work and identify:
 - (1) Eligibility for a remote work arrangement; and
 - (2) Whether a remote work arrangement is required for the position. Candidates accepting a position where a remote work arrangement is required must accept the arrangement as a condition of employment.
- b. **Employee Requests.** VA employees may request to work remotely, change an existing remote work arrangement, or terminate their remote work arrangement by submitting a VA Form 0740 (or the electronic equivalent) to the supervisor. Relocation expenses are not authorized for voluntary change in worksite requests, including for remote work requests due to reasonable accommodations.
 - (1) The employee requesting a change must:
 - (a) Discuss the request with their supervisor. Changing the employee's duty station likely will affect the employee in several ways (e.g., locality pay, Reduction-in-Force (RIF) competitive area, bargaining unit status, unemployment compensation). When discussing such requests with the employee, management must address other available workplace flexibilities, including but not limited to, alternative work schedules, details, leave options (e.g., extended leave without pay (LWOP)), and shared leave programs, if applicable.
 - (b) The employee then may submit a request for a remote work arrangement, change to a remote work arrangement, or termination of a remote work arrangement in writing. The request must include the proposed duty station and effective date. Supervisors may consider, however, whether there is a need to limit the geographic location of the duty station for the remote work arrangement due to travel or other mission requirements.

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- (c) Following approval, the employee will be responsible for notifying their supervisor of any changes in address within 48 business hours of the official change of location and for ensuring locality pay is accurately reflected in official documentation. Failure to notify the supervisor of any changes in address may result in disciplinary action, up to and including removal from Federal Service. Note: The official worksite must be located within the United States, including Alaska or Hawaii, and Puerto Rico unless the employee has an approved DETO request to conduct official VA business from an alternative worksite located in a foreign country.
 - (d) Denial of a remote work request should not prevent an employee from requesting to telework on a regular and recurring and/or ad hoc basis.
 - (2) Supervisory considerations of employee requests to establish, change or terminate a remote work arrangement include:
 - (a) That the proposed creation or change of a remote work arrangement does not negatively affect the VA Administration or Staff Office's budget or ability to execute its mission;
 - (b) Supervisors considering establishing or changing a remote work arrangement must first coordinate with their chain of command prior to providing a final determination to the employee(s) request and adhere to any collective bargaining unit obligations. Under Secretaries, Assistant Secretaries, Other Key Officials, or their designees are authorized to approve and discontinue remote work arrangements. The responsibility may be redelegated to lower management official(s). Facility directors and field facility heads are authorized to approve or discontinue remote work arrangements for employees under their jurisdiction. The authority to approve, modify, or terminate remote work arrangements may be re-delegated to lower management official(s); and
 - (c) Employee requests to terminate a remote work arrangement may be denied due to space limitations within a VA Administration or Staff Office worksite.
 - (3) Remote workers may still be eligible for telework with supervisory approval, if they wish to regularly or on an ad hoc basis work from an additional alternative site (i.e., a co-working arrangement). Travel back to their work unit's primary worksite is covered by travel policy.
- c. **Termination Due to Business/Organizational Needs.** Remote work agreements may be terminated by management with adequate prior advanced notice to the employee when necessary due to changing business or organizational needs, or other mission/business related reasons. In such

circumstances the affected employee will be offered a position at the same grade and pay in the commuting area of the current official worksite or will be offered the opportunity to move to the agency worksite.

- (1) If the employee accepts an offer to move, relocation costs will be paid by VA in accordance with regulation and [VA Financial policy](#).
- (2) If there is no suitable position available in the local commuting area, or the employee declines a suitable position and the offer to move to the agency worksite, management will initiate appropriate action to separate the employee for failure to accept a management-directed reassignment outside the commuting area in accordance with applicable regulations, policies, and collective bargaining agreements. The employee will be entitled to transition assistance in accordance with applicable regulations, policies, and collective bargaining agreements, including the VA Career Transition Assistance Plan (CTAP). In addition to transition services, CTAP provides selection priority for positions announced within the employee's commuting area, for which the employee applies and is well-qualified.

d. **Termination due to Performance or Misconduct.** Remote work arrangements may be terminated by management at any time when it can be demonstrated that the work arrangement has contributed to performance that falls below the fully successful level, or to misconduct as outlined in [VA Handbook 5021](#), Employee Management Relations. Managers who are considering termination of a remote work arrangement will consult with the servicing human resources office before taking any action. When the decision is made to terminate the remote work arrangement, the employee will be directed to report to the agency worksite or may be offered a position at the same grade and pay within the commuting area of the employee's current official worksite/duty station.

- (1) If the employee accepts an offer to move the agency worksite, any relocation expenses will be paid by the employee in accordance with GSA Federal Travel Regulations (see [§ 302-1.1 \(b\)](#)).
- (2) If the employee declines to move to the agency worksite, management will initiate appropriate action to separate the employee for failure to accept a management-directed reassignment outside of the commuting area, in accordance with applicable regulations, policies, and collective bargaining agreements.
- (3) Remote work may be temporarily suspended to address performance issues. Management considering suspension of a remote work arrangement will consult with the servicing human resources office before taking any action, including whether the employee will work from the closest VA location or the agency worksite.

- e. Prior to initiating, modifying or terminating a remote work arrangement that affects employees in a collective bargaining unit, appropriate labor relations obligations must be fulfilled.]

[14. OTHER CONSIDERATIONS FOR TELEWORK AND REMOTE WORK].

- a. **Automated Information System Security.** Each Administration and Staff Office with a telework [or remote work] program will ensure that Departmental information security policies, established by the Office of Information and Technology, are strictly enforced and that telework employees are informed that periodic remote computer surveillance may be conducted on GFE to ensure information security policy compliance. Technical requirements for computer connections to the VA network by teleworkers will be published and issued by the Chief Information Officer (CIO). Offices sponsoring telework [or remote work] must also ensure that adequate technological security protections are in place on all electronic devices issued to telework [or remote work] participants. If Federal and VA information security policies, procedures and guidelines are not followed, telework [and in some cases, remote work arrangements,] must be terminated. Prior notice to the employee is not required for enforcement and reporting of security violations. Additional security policy information and clarification can be obtained from the VA Office of Information and Technology, [Information Security Knowledge Service Portal at: <https://dvagov.sharepoint.com/sites/OITOIS/KnowledgeService/Pages/Home.aspx>] (see also [VA Directive 6500, Automated Information Systems Security](#)).
- b. **Security and Privacy Considerations.**
 - (1) Classified documents (hard copy or electronic) may not be taken to, used or stored at an employee's home office or telecenter. The employee must return to the traditional office to access and work on such documents or materials. Privacy Act materials, VA sensitive data and systems may be accessed remotely provided that the employee agrees to protect Government/VA records from unauthorized disclosure or damage. See paragraphs 7.b.(1)(f) and (g) for the differences between classified and sensitive material. The employee must also comply with all policy and legal requirements (in accordance with the [Privacy Act of 1974, 5 U.S.C. § 552a](#) and the policies and procedures set forth in VA Directive and [Handbook 6500](#)). Prior notice to the employee is not required to terminate telework [and remote work] arrangements due to security violations.
 - (2) If any legal requirements are made to the Privacy Act of 1974, 5 U.S.C. § 552a, or if there are any updates to VA Directive and Handbook 6500, or other Departmental policies and procedures, the employee, upon proper notice, must agree to comply with the changed requirements. Failure to do so constitutes a basis for potential termination of the telework [or remote work] agreement.

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- c. **Emergency Closure and Dismissal Impact on Telework [and Remote Work].** On a day when the official duty station facility is closed for all or part of a day, the following weather and safety rules apply:
- (1) **Unscheduled Leave and Unscheduled Telework.** In the event of an emergency, Government agencies may be closed to the public with telework [and remote] employees continuing to work. Employees are expected to perform unscheduled telework [or remote work] for the entire workday at the alternative work site, take other leave (paid or unpaid) or other time off, or use a combination of telework and leave or other paid time off. Telework [and remote work] program participants do not receive weather and safety leave when a closure is announced unless an exception in subparagraph (4) below applies.
 - (2) **Late Openings.** On a day when an employee is scheduled to work at the alternative worksite and the employee's official duty station facility opens late, the employee is required to perform their full alternative worksite schedule if scheduled to work from that alternative location.
 - (3) **Late Arrivals and Early Dismissals.** On days when a late arrival or early dismissal occurs, the employee is required to perform their full alternative worksite schedule if scheduled to work from that alternative location.
 - (4) **Emergency Situations.** On a case-by-case basis, a supervisor may excuse a telework [or remote work] employee from duty during an emergency if the emergency adversely affects the telework [or remote work] site (e.g., disruption of electricity, loss of heat, etc.). Under these circumstances, employees excused from duty may be granted weather and safety leave in accordance with Part III, Chapter 2, paragraph 12.u. and Chapter 3 paragraph 9.o. of this handbook.
 - (5) **Ad Hoc Arrangements.** All employees approved for regular and recurring telework are eligible for ad hoc telework. An employee who does not have an agreement for scheduled telework must have an ad hoc agreement in place before the employee can telework on an ad hoc basis. Exceptions to the telework agreement requirement may be authorized during emergent situations, when one or more employees are evacuated from their worksite and perform work from their home (or at an alternative location mutually agreeable to the supervisor and employee). In these circumstances, the ad hoc telework agreement should be completed as soon as practicable. An employee approved only for ad hoc telework should telework periodically throughout the year to ensure that the employee is prepared for ad hoc telework. While ad hoc telework is generally used for unforeseeable and unavoidable emergency circumstances, management may approve ad hoc telework for any reason for an employee with an approved telework agreement. The type of assignments that employees are expected to perform should be determined prior to approval of ad hoc telework.

- [(6) **Remote Work.** An employee on a remote work agreement whose home is considered the employee's official duty station (i.e., a 100 percent telework employee) will generally not be granted weather and safety leave unless the employee is unable to safely perform work at their official duty station due to the conditions described in Part III, Chapter 2, paragraph 12(u)(1)(a) (e.g., employee is unable to safely perform remote work due loss of power as a result of a hurricane).]

d. **The Alternative Worksite.**

- (1) An alternative worksite must be suitable for conducting business. Before a telework [or remote work] agreement is approved, the employee must complete the Telework Self-Certification Safety Checklist, included on [VA Form 0740](#), [or the electronic equivalent] certifying that the location where work will be accomplished meets the safety and security criteria, and submit it to the immediate supervisor.
- (2) The supervisor and employee will identify resources needed to facilitate the work assignment, assuring all property and equipment needs are satisfied in accordance with the telework [or remote work] agreement.

e. **Expenses and Equipment.**

- (1) Basic computer equipment and software (either GFE or owned by employee [OE]) must be coordinated with the Office of Information and Technology (OIT) to ensure all information and technology (IT) requirements are satisfied. The decision to provide GFE may be based on the availability of equipment and possibly the availability of purchasing funds. Where applicable, OE may be used in conjunction with VA OIT approved gateway access that permits secure access to VA systems. An option for GFE may be to request OIT to provide the employee with a docking station. The employee then is able to use the same computer at the [official duty station/agency worksite] and the [alternative worksite].
- (2) Remote printing is permitted for employees on approved telework [and remote work] agreements when the ability to create and/or print documents is required as part of the employee's assigned job duties. Supervisors seeking authorized remote printing for [an employee with a proposed or existing telework or remote work agreement] must certify the employee's position requires remote printing on the VA Form 0740, Telework Request/Agreement [(Section IX, Technology/Equipment Checklist) or the electronic equivalent] and obtain a second level supervisory [approval,] in accordance with VA OIT guidelines [(which may be indicated in block 8a, Comments, of Section IX of [VA Form 0740](#))]. Printer supplies such as ink and paper will be provided by the employee's program office. A GFE shredder is also required if the employee will print documents that may contain VA sensitive and/or personally identifiable information that are not

deemed official Government records. The shredder is to be issued by the employee's VA program office in addition to the printing supplies. The following guidance applies to remote printing:

- (a) The use of personally owned printers is strictly prohibited.
 - (b) Employees approved for remote printing as part of their assigned job duties must comply with VA and local facility policies regarding information security or the appropriate storage and destruction of printed VA sensitive and personally identifiable information in a remote setting. Remotely printed documents containing VA sensitive and/or individually identifiable information that are not deemed official Government records (i.e., working papers) must be shredded when no longer of use. Shredding is to be done in accordance with VA and local facility policy. GFE shredders will be purchased and assigned to authorized full-time remote or telework staff by their program office.
 - (c) Employees who participate in telework on a less than full-time basis must ensure documents requiring destruction are securely transported to their official duty station to be shredded and disposed of in accordance with VA and local facility policy.
- (3) The supervisor must determine the level of telephonic support necessary for the teleworker [and employees on remote work agreements]. Local and toll-free calls can be made on employee equipment. Long distance dialling may be supported by OIT provision of a cell phone, calling card, voice over internet protocol or other modality as determined by OIT.
 - (4) Employees will incur the cost of utilities (such as electricity, monthly service charges for telephone, cable or internet service providers) associated with working at home. In some limited situations, VA (through the office responsible for the teleworker [or employee on a remote work agreement]) may pay for telephone installation when the service is considered essential and the employee agrees that the installed telephone will only be used for work assignments and contact with the VA office.
- f. **[Travel.** Travel entitlements are based on the employee's official duty station as indicated on the employee's Standard Form (SF)-50, Notification of Personnel Action for the purposes of determining travel entitlements. Telework and remote work employees will follow the travel policy as outlined in [VA Financial policy.](#)]
 - g. **Liability and Worker's Compensation.** Employees on telework or [remote work] arrangements are covered under the Federal Tort Claims Act and the Federal Employees' Compensation Act [if injured in the course of actually performing official duties at the agency worksite or the alternative worksite]. As with injuries which occur in the traditional office setting, for injuries that occur during telework arrangements, supervisors may only attest to what they reasonably know.

[15. PAY, HOLIDAYS, TRAVEL, AND TIME AND ATTENDANCE.

- a. The basic rate of pay of a remote employee is determined by the pay rate setting rules applicable to the remote employee's appointment type for their official duty station of record, as recorded on the employee's OPM SF-50, Notification of Personnel Action. For remote employees, the official duty station typically is their residence. Teleworker and remote workers are required to follow Departmental policies and procedures for requesting and using approved leave. Leave should be requested and approved in accordance with standard leave approval procedures, with leave hours accurately recorded in the time and attendance system.
- b. VA organization staff offices generally should not pay relocation expenses related to remote work arrangements such as expenses to relocate to a new official duty station or to return to the VA organization staff office worksite when such arrangements were requested by the employee and is not the result of a directed reassignment. VA policy on the payment of relocation expenses is found in [VA Handbook 5007](#).
- c. Remote work employees traveling on official business are eligible for the same travel benefits as non-remote work employees. Supervisors should, whenever possible and to the greatest extent, leverage alternate communication technologies to minimize travel unless necessary. However, if a position requires travel, travel should not be minimized specifically because the employee is a remote worker. VA policy on travel is found in [VA Financial Policy, Volume XIV](#).

16. DOMESTIC EMPLOYEES TELEWORKING OVERSEAS (DETO).

- a. A DETO arrangement is an overseas work arrangement that allows Federal Executive Branch employees to perform the work requirements and duties of their positions temporarily from an approved foreign overseas location via a DETO agreement. Employees have no authorization to telework from a foreign location without approval from VA and the Department of State (DOS).
- b. Employees interested in teleworking from an overseas location must follow guidance and procedures outlined in [VA Financial Policy Volume XIV, Chapter 6](#) and DOS policy guidelines, as well as complete the [VA Form 0740](#), Telework Agreement form.
- c. DETO agreements are extremely rare and employees should allow adequate time to complete the DETO process, prior to the date upon which they request to begin working overseas. Employees may not telework from a foreign location without an approved DETO agreement. HR Offices should contact the VA Travel Office for additional information on current processing timeframes.]

17. REFERENCES.

- a. [5 C.F.R., part 531, subpart F, \(Locality Pay\).](#)
- b. [5 U.S.C. § 552a, Privacy Act of 1974.](#)
- c. [38 U.S.C. § 501, 5701, and 7421\(a\). Public Law 104-52, § 620 \(31 U.S.C. 1348\).](#)
- d. [Public Law 104-191, the Health Portability and Accountability Act of 1996 \(HIPAA\).](#)
- e. [Public Law 106-346 Sec. 359.](#)
- f. [Public Law 111-292, Telework Enhancement Act of 2010.](#)
- g. [\[VA Directive and Handbook 5007, Pay Administration\]](#)
- h. [VA Directive and Handbook 6500, VA Cybersecurity Program.](#)
- i. [VA Directive 6502, VA Enterprise Privacy Program.](#)
- j. [\[2021 Guide to Telework and Remote Work in the Federal Government\]](#)

**APPENDIX A. SAMPLE LETTER
ELIGIBLE TO TELEWORK**

DATE:

TO: Employee

FROM: Deciding Official

SUBJ: Telework Notification Letter – Employee Eligible to Telework

1. The Telework Enhancement Act of 2010 (Public Law 111-292) requires the Department of Veterans Affairs to determine the eligibility of all employees to participate in telework and notify all employees of their eligibility to telework. In order for an employee to be approved to telework, the employee's position must be identified suitable for telework and the employee must be determined eligible to telework. After careful review of your duties and responsibilities I have determined that you are eligible to telework.

2. This decision does not grant you permission to telework. Before you may be approved to telework, you must complete employee telework training in the Talent Management System. You must also submit VA Form 0740, Telework Request/Agreement, [or the electronic equivalent] to your supervisor for evaluation.

3. You may begin teleworking only after you have completed the required telework training and have an approved Telework Agreement. Mission needs, availability of equipment and internet access to the VA network will be considered when evaluating your request to telework.

Signature of Decision Official

I acknowledge receipt of this letter.

Signature of Employee

Date

**APPENDIX B. SAMPLE LETTER
NOT ELIGIBLE TO TELEWORK**

DATE:

TO: Employee

FROM: Deciding Official

SUBJ: Telework Notification Letter – Employee **Not** Eligible to Telework

1. The Telework Enhancement Act of 2010 (P.L. 111-292) requires the Department of Veterans Affairs to determine the eligibility of all employees to participate in telework and notify all employees of their eligibility to telework. In order for an employee to be approved to telework, the employee's position must be identified suitable for telework and the employee must be determined eligible to telework. After careful review of your duties and responsibilities I have determined that you are not eligible to telework for the following reason(s):

- Your position requires you to be present on-site for the performance of your duties every workday
- Your position requires access every workday to classified and/or sensitive information that cannot be accessed remotely or has not been approved for remote access
- Your position requires the use of special facilities and equipment that VA cannot readily or economically provide at an alternative work location
- Your position requires in-person contact with supervisors, co-workers, Veterans and/or clients every workday
- Your position requires oversight/observation every workday
- You have been officially disciplined for being absent without leave (AWOL) for more than 5 days in a calendar year []
- You have been officially disciplined for violations of Subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading or exchanging pornography, including child pornography, on a Federal government computer or while performing official Federal government duties (required by law)

Telework Notification Letter – Employee **Not** Eligible to Telework – Page 2

- You lack the requisite work history of reliability, responsibility, and ability to work independently.
 - Other (Specify):
2. You will be notified in writing if there are changes in this determination.
 3. This determination may be grieved under applicable administrative or negotiated grievance procedures.

[Signature of Deciding Official]

[Date]

[Signature of Employee]

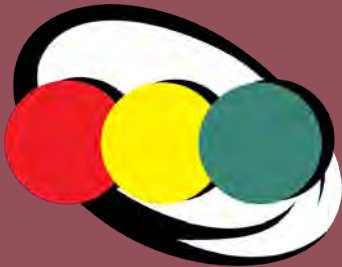
[Date]

Department of Veterans Affairs
Collective Bargaining Agreement(s) –
Telework Provisions



VA

U.S. Department
of Veterans Affairs



Out of Many/One Union
AFGE NVAC / AFL-CIO

AFGE National VA Council



Master Agreement Between the Department of Veterans Affairs and the American Federation of Government Employees

2023

August 8, 2023

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ARTICLE 20 - TELEWORK

Section 1 - General

- A. The Department and the Union jointly recognize the mutual benefits of a flexible workplace program to the Department and its employees. Balancing work and family responsibilities, assistance to the elderly or disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Department to accomplish its mission. The primary intent of the telework program is to support the mission of the Department in an alternative work setting. Telework must not be used as an alternative to or in lieu of dependent care. Employees who telework will be permitted to take care of personal matters in the same way as employees who do not telecommute. The Department Telework Program will be governed by applicable law, government-wide rules and regulations, VA Directives and Handbooks, and this article.
- B. Any Telework Program established under this article will be a voluntary program which permits employees to work at home or at other approved sites away from the office for all or a part of the workweek.
- C. The parties agree that employees participating in telework are performing the same duties as their counterparts working at VA facilities. In the interest of fairness and equity, employees shall not be disadvantaged on their performance expectations because of their participation in telework. The Department shall use the same measurements of work for employees who are on telework as are used for those employees who perform those same tasks at their Official Duty Station (ODS).

Section 2 - Definitions

- A. Telework
The terms “telework” and “telecommuting” are synonymous and include working at home or in satellite office sites or other approved telework work sites.
- B. Alternate Duty Station (ADS)
A worksite other than the employee’s official duty station, such as employee’s residence (defined as a specific room or area within an employee’s primary residence), a telecommuting center, a facility established by state, local, or county governments, private sector organizations for use by teleworkers, or an established satellite location including other VA facilities. The alternative worksite must be mutually agreeable to the employee and their supervisor.

C. Official Duty Station (ODS)

A telecommuting employee's official duty station continues to be the permanent duty station. Generally, the official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (that is, the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice a pay period on a regular and recurring basis to that regular worksite. Employees should refer to 5 CFR 531.605 for application of special situations.

D. Telework Center

The Department satellite facility that the General Services Administration (GSA) establishes to provide federal employees an opportunity to work at an alternative location that is geographically convenient to the employee's residence. The space at the telework center is owned or leased by one or more federal agencies.

E. Regular and Recurring Telework

Regular and recurring telework means the employee works at an ADS on a regularly scheduled basis (for example, one or more days per week, the second Wednesday of each pay period, Tuesday afternoon, two hours per day, etc.), at a home, a telework center, or other offsite location.

F. Short-Term or Temporary Telework

Short-term or temporary telework is when an employee is prevented from reporting to the regular worksite due to an injury, recuperation from surgery, etc., for short periods of time (usually no more than three to six months). Employees participating in this type of telework may work full-time or may combine part-time work with leave use depending on the circumstances of the individual and the portability/availability of work at the alternative site.

G. Periodic or Intermittent Telework

Periodic or intermittent telework is ad-hoc in nature and can be used when a project or assignment requires intense concentration or weather conditions are unfavorable.

Section 3 - Criteria

If employees meet the criteria for telework, the Department may approve their participation in telework arrangements in accordance with applicable law and this article. Department officials are responsible for determining which positions are appropriate for telework arrangements, consistent with labor relations obligations. The guidelines for approving telework arrangements are based on, but not limited to, the following:

- A. Work activities to be performed at an ADS must be portable (may be performed away from the traditional worksite, either in whole or in part, and can be evaluated by the supervisor);
- B. The position's contact with other employees, the supervisor or manager, and serviced clientele is predictable and normally scheduled and can otherwise be accomplished via telephone or videoconferencing;
- C. The technology needed to perform work offsite must be available;
- D. Employees may be linked electronically to the traditional office location by computer or may simply take work to the ADS, requiring no computer;
- E. Privacy Act materials, evidence, or sensitive documents (hard copy or electronic) may be accessed remotely, provided the employee agrees to protect government/VA records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act and all other applicable federal laws and government-wide regulations and other applicable VA Policies and Directives;
- F. The employee volunteered (or concurred with the supervisor's recommendation) to perform work at the ADS;
- G. An employee has a "fully successful" (or equivalent) performance appraisal. If the employee has worked more than 12 months and does not have an appraisal, they shall be assumed to be "Fully Successful" for purposes of telework;
- H. The employee must have a telephone, workspace suitable to perform work, utilities adequate for installing equipment, and space that is free from interruptions and provides reasonable security and protection for government property;
- I. The employee is willing to sign and abide by the Telework Program Agreement concerning participation in the Telework Program.

Section 4 - Furniture and Equipment

- A. Employees participating in the Telework Program will be provided equipment necessary to perform their duties, consistent with the telework proposal, VA Form 0740 (August 2022) and the Alternative Workplace Telework Agreement.
- B. The Department will allow each employee on telework to use an assigned Department computer at the employee's ADS. If an employee prefers to use a personal computer, or if a portable computer is unavailable, the Department

will load and maintain all software to the personal computer that is necessary for accomplishing the job. A phone line and portable computer will be provided.

- C. Any time the Department gives up space or otherwise downsizes the office, any excess equipment or furniture may be made available to employees in this program, subject to the limitations of Paragraph A above. Agreements between the local union and the facility will address how the equipment will be assigned.

Section 5 - Telework Program Agreement

- A. Prior to participating in the Telework Program, employees will be required to complete, on a one-time basis, a Telework Program Agreement that has been negotiated between the Department and the local union. A new Telework Program Agreement must be completed if significant changes occur (e.g., change in ADS address/location, change in supervisor, and/or change in official duty station). Continued participation in telework shall be subject to periodic review by the supervisor for compliance with the requirements of this article.
- B. The Agreement documents a commitment by the employee and the supervisor to abide by the applicable guidelines and must be in place before the employee begins working at an alternative worksite.
- C. Participants may be permitted to work at home or other telework worksites full days or a portion of a day.
- D. At a minimum, Telework Agreements must contain the following:
 - 1. ADS location such as the employee's home address or the address of the telecenter;
 - 2. The location of the ADS must be of mutual agreement to the employee and the Department;
 - 3. A telework schedule which identifies the days the employee will work each week, pay period, or month. For intermittent arrangements, the agreement should prescribe the procedures that will be used for approval of specifically requested days to be worked at the ADS. Agreements for short term/temporary use should identify the time period (from/to date), number of days, and hours per week or pay period during which work will be performed;

4. Procedures for administrative processes such as leave approval from the ADS, time and attendance reporting, weather dismissal time and attendance, etc;
 5. Privacy Act/security provision;
 6. Description of the work to be performed at the alternative worksite that can include specific duties or projects to be completed and any deadlines for delivery that may apply;
 7. Any procedures required for work processes such as a requirement to submit progress reports, submission, and review of completed work, participation in meetings, conference calls, etc.; and,
 8. The duration of the employee's participation.
- E. Teleworkers must complete and sign the Telework Self-Certification Safety Checklist (contained in VA- 0740) certifying that the ADS is safe and that all requirements to do official work at home are met. The employee agrees to permit inspections by representatives of the Department, as required, during normal working hours to insure proper maintenance of any government-owned property and conformance with safety standards.
- The employee will be provided advance notice of any inspection. The local union has the right to be present at the inspection. The date of the safety inspection will be coordinated between the safety inspector and the employee within five days of the day that the inspection has been determined to be needed. The date of this inspection will be provided to the local union.

Section 6 - Hours of Work and Leave

- A. Employees performing work at the alternate worksite will follow established procedures for requesting and obtaining approval of leave, consistent with Article 35 - Time and Leave of this Agreement.
- B. Employees performing work at the alternate worksite are subject to the same maximum workday limits as they would be if they were performing work at their official duty station, consistent with Article 21 - Hours of Work and Overtime of this Agreement.
- C. The number of days each week, pay period, or month an employee will work at an alternative worksite will vary depending on the individual arrangement made between the employee and the supervisor. Employees may work as few as one day per month or as many as five days per week for full time telework.
- D. Employees on duty shall be available to participate in regular staff meetings and other meetings necessary to the accomplishment of work; have direct interaction with the supervisor, coworkers, and customers; and

access equipment, files, and reference materials not available at the ADS. Supervisors will consider deviations from this requirement to include such circumstances as accommodating physical disabilities, recovery from illness or injury, field work, etc.

- E. With supervisory approval, employees may choose to change their scheduled work hours, or change to or from an Alternative Work Schedule. For example, an employee may begin their work at an earlier time when working from home since no time is spent commuting to the worksite.

Section 7 - Pay Issues

- A. An employee's pay will not be negatively impacted solely by the employee's decision to telework. Overtime pay, premium pay, special salary rate, and other entitlements continue while the employee telecommutes as long as the employee remains eligible under Federal pay laws/authorities for overtime pay, premium pay, special salary rates, and other entitlements. Employees will be notified by the Department prior to accepting telework of any consequences to their pay entitlements that will result from telework.
- B. The governing rules, regulations, and policies concerning attendance, leave, and overtime are unchanged by participation in telework. Hours of duty must be addressed in telework agreements. Employees will be compensated for overtime or night work performed with approval in advance.
- C. To claim expenses related to the business use of part of the employee's home, the employee must meet specific requirements as found in the appropriate Internal Revenue Service's publications, currently IRS Publications 17 and 587. It is advisable to consult a tax advisor to see if a deduction might be available.

Section 8 - Position Descriptions and Performance Standards

- A. Telecommuting will seldom require changes in position descriptions, but may affect factors such as supervisory controls or work environment. An employee is not relieved of and is expected to meet the performance standards established for their position at the official duty station.
- B. When there are no employees performing similar tasks at the ODS, the performance standards for telecommuting employees should be results-oriented and should describe the quantity and quality of expected work products and the method of evaluation.

Section 9 - Temporary Recall from ADS

- A. Employees who are on duty may be required to report to their ODS for previously scheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.
- B. Employees may also be required to report to their ODS for valid operational needs to perform agency work which cannot otherwise be performed on another workday, at the ADS, via telephone, or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice and be provided a reasonable time to report. Employees should make every effort to report as soon as possible.
- C. When requiring an employee to report on short notice, the employee's needs will be considered along with the reason for the change in work location.

Section 10 - Requests to Telework

The employee will submit a standard request form, Telework Proposal (VA- 0740) for their assignment to be performed at the ADS. The request will describe the duties to be performed and the specific day(s) involved. The request will be submitted to the Department for approval. The Department will document approval or denial of the request as soon as possible. Employees must make the request to work at the ADS at least one workday in advance; however, this time frame may be waived at the discretion of the Department.

If the assignment is initiated by the Department, and the employee concurs, the employee is still responsible for submitting a Telework Program Work Assignment Request (VA-0870a) in addition to signing the Telework Program Agreement described in Section 5 of this article.

Section 11 - Removal from Program

- A. The Department may remove an employee from the Telework Program based on the employee's failure to adhere to the requirements specified in the Telework Program Agreement and/or a decline in overall performance below the fully successful level. Normally, employees will not be removed from participation for single, minor infractions of Telework Program requirements. Supervisors will counsel employees about specific problems before effecting removal. The counseling will be confirmed in writing. When a decision is made to remove an employee from the Telework Program, the employee must be given written notice indicating the reason(s) for removal. The employee may reapply for Telework Program participation 30 calendar days after removal from the program, provided that their performance is at least fully successful.

- B. Any time an employee believes they need to permanently or temporarily return to work in the ODS, the employee will normally provide the Department with 30 calendar days notice of the needed change, except in emergency situations. The Department will make reasonable efforts to accommodate the employee's needs. Employees returning to the ODS in these circumstances must recognize that the equipment and workstations that are made available by the Department may not immediately be the same as the ones they had prior to participating in the Telework Program. The Department is expected to provide the employee a complete work area equal or similar to that of others in their occupation in their assigned work area within a reasonable timeframe.

Section 12 - Problems Affecting Work Performance

Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

Section 13 - Emergency Closing/Group Dismissal

- A. A telecommuting employee will sometimes, but not always, be affected by an emergency requiring the main office to close. When both the main office and the ADS are affected by a widespread emergency, the Department should grant the telecommuting employee excused absence as appropriate.
- B. When an emergency affects only the ADS for a major portion of the workday, the Department can require the telecommuting employee to report to the main office, approve annual leave or leave without pay, or authorize an excused absence.
- C. The telework site may be unaffected by emergencies that lead to closings and dismissals at the ODS. If work can proceed at an ADS, then the employee may not be excused from duty just because other employees elsewhere have been dismissed or excused from reporting.

Section 14 - Telecommuting Centers

The parties agree to discuss the feasibility of telecommuting centers.

Section 15 - Emergency Situations

In the event of a local emergency situation such as a transit strike or a natural disaster which adversely affects an employee's ability to commute to the workplace, the parties agree to immediately discuss possible temporary telework arrangements for affected employee(s).

Section 16 - Evaluation of Program

The parties agree to meet six months after the implementation of this Agreement to assess any concerns relevant to employees working at their residence such as availability of laptop computers.

Section 17 - Union Notification

The local union will be notified when employees are placed on telework and taken off telework.

Section 18 - Local Telework Negotiations

Upon the effective date of this Agreement, the local parties may begin negotiations over the following issues:

- A. Application and selection procedures for participation in the telework and the alternative work schedule and compressed work schedule. These procedures may include, but are not limited to, issues such as negotiating procedures for breaking ties if the number of applicants exceeds the number of opportunities available;
- B. Methods for resolving conflicting employee requests for specific work at home schedules;
- C. Methods for rewarding increased productivity of telecommuters;
- D. Procedures for disbursing excess equipment or furniture;
- E. Determining the eligibility of other positions, if any, for telework, alternative work schedules, and compressed work schedules that are not listed as currently eligible for telework;
- F. Determining the feasibility of establishing a local telework committee for oversight of telework; and,
- G. Any other issues affecting the bargaining unit not otherwise covered in this Article.

Section 19 - Grandfather Clause

On the effective date of this Agreement, employees currently working at an ADS are not required to reapply for telework.

NAAGE
SEIU



Master Agreement
Between the
Department of Veterans Affairs
and the
National Association
of Government Employees

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ARTICLE 18: TELEWORK

Section 1: General

- A. The Department telework program will be governed by applicable law, government-wide rules and regulations, and VA policy. Any telework program established under this Article will be a voluntary program which permits employees to work at home or at other approved sites away from the office for all or a part of the work week. Federal telework programs are established primarily to meet the Department's mission and operational requirements.
- B. While telework is not an entitlement, the Department will consider an employee's request to participate in the Department's telework program consistent with law, government-wide regulations and VA policy. Telework is an arrangement established first and foremost to facilitate the accomplishment of work.
- C. Moreover, while telework should provide greater options to employees seeking to balance their work and family demands, telework may not be used for dependent or family care, nor may it be used to conduct other personal business while the employee is in an official duty status at an approved alternative duty station.
- D. If a duty to bargain is triggered under the Statute regarding the VA's telework program, the Department will provide notice and bargain as appropriate

Section 2: Definitions

- A. Telework – consistent with 5 USC 6501, the term telework or teleworking refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved work site other than the location from which the employee would otherwise work.
- B. Telework arrangement for an employee will be documented on VA Form 0740, including but not limited to, the type of arrangement such as regular and recurring, ad hoc, and partial days, as well as the length of the agreement.

Section 3: Request to Telework

- A. Bargaining unit employees shall receive a written decision concerning their telework request normally within 10 business days but no later than 20 business days after the Department receives a completed telework request / agreement (VA Form 0740) located in Appendix C of VA Handbook 5011, Part II, Chapter.

- B. In accordance with this Agreement, Locals will be notified in writing when employees enter into telework agreements and when such agreements are terminated, normally within 10 business days.
- C. All requests for telework will be submitted in writing using VA Form 0740. If after review, the request is denied, an explanation will be provided in writing to the employee in accordance with Section 3A above.
- D. If an employee's position is otherwise suitable for telework and an employee is a qualified individual with a disability or an employee has an approved claim from the Department of Labor Office of Workers Compensation for a work related injury, the employee may request to telework consistent with this Article. Nothing in this Article shall preclude the Department from offering telework in these situations. If a telework arrangement is approved due to a disability or medical condition it will be documented on VA Form 0740

Sections 4: Criteria

Employees who meet the criteria below may be eligible to participate in the program if the Department determines that the employee's position and particular work assignment(s) are appropriate for telework:

- A. The employee volunteered (or concurred with the supervisor's recommendation) to telework;
- B. The employee must occupy a suitable position;
- C. Department officials are responsible for determining which positions are appropriate for telework arrangements consistent with labor relations obligations;
- D. The employee must have a history of being reliable, responsible and being able to work independently;
- E. The employee is not a trainee or intern;
- F. The employee is not in the first 90 days of any probationary period;
- G. Sufficient work activities must be portable and be performed effectively outside of the traditional office;
- H. Job tasks must be quantifiable or primarily project oriented;
- I. Contact with other employees, the supervisor or manager and services clientele is predictable and normally scheduled;

- J. The technology needed to perform the work off-site is available;
- K. The work does not require taking classified documents out of the traditional office;
- L. The employee agrees to protect government records from unauthorized disclosure or damage and comply with the Privacy Act of 1974;
- M. The employee has successfully completed the mandatory Telework Training Course including the Information Security Awareness Training and VHA Privacy Policy Training;
- N. The employee has not breached information security protocol;
- O. Telework arrangements do not have any negative impact on the work of other members of the employee's workgroup;
- P. The employee has a fully successful or better official rating of record for the most recent rating period;
- Q. The employee has workspace and utilities at home suitable for performing work;
- R. The employee is willing to sign and abide by the Telework Program Agreement concerning participation in the Telework Program;
- S. The employee is willing to sign and abide by the Self-Certification Safety Checklist;
- T. An employee who has been disciplined for being absent without leave for more than five days in any calendar year is not eligible for telework;
- U. An employee who has been disciplined for reviewing, downloading or exchanging pornography on a federal government computer or while performing official federal government duties is not eligible for telework;
- V. The assignment will meet the operational needs of the organization;
- W. Employees participating in the Telework Program will be provided equipment necessary to perform their duties, consistent with VA Form 0740; and,
- X. If the Department is unable to provide a laptop or the employee requests and is subsequently approved to use a personal computer, the Department will provide and maintain all software necessary for performing his or her duties, consistent with applicable VA regulations.

Section 5 – Telework Program Agreement

- A. Prior to participating in the Telework Program, employees will be required to complete VA Form 0740. A new Telework Program Agreement must be completed if significant changes occur (e.g., change in telework site address/location, change in supervisor, and/or change in official duty station). Continued participation in telework shall be subject to periodic review by the supervisor for compliance with the requirements of this Article.
- B. Employees are responsible for maintaining productivity and for fulfilling their obligation to account for a full day's work.
- C. Teleworkers must complete and sign the Telework Self-Certification Safety Checklist (VA Form - 0740) certifying that the telework site is safe and that all requirements to do official work at home are met. The employee agrees to permit inspections by representatives of the Department, as required, during normal working hours to insure proper maintenance of any government-owned property and conformance with safety standards. The employee will be provided advance notice of any inspection. The Local has the right to be present at the inspection. The date of the safety inspection will be coordinated between the safety inspector and the employee within five days of the day that the inspection has been determined to be needed. The date of this inspection will be provided to the Local.

Section 6 – Situational Telework Assignment Request

Situational telework is approved on a case-by-case basis, where the hours worked are not part of a previously approved, ongoing and regular telework schedule. The Department may require employees to submit a separate request for each specific assignment to be performed at the telework site. The request will describe the nature of the duties to be performed and the specific days involved. The request will be submitted to the supervisor for approval. The supervisor will document approval or denial of the request as soon as possible. Employees must make the request to work at the telework site at least one workday in advance; however, this time frame may be waived at the discretion of the supervisor. If the assignment is initiated by the supervisor and the employee concurs, the employee is still responsible for submitting and completing VA Form 0740.

Section 7 – Removal From Program

- A. Telework is not an employee entitlement. The Department may terminate a telework arrangement if it is not compatible with or does not contribute to the organization's mission. Telework termination letters will be provided in writing and include the business-based rationale for the decision.

- B. When a decision is made to remove an employee from the telework program, the employee must be given at least a two week advance written notice indicating the reason(s) for removal. Immediate removal may be made in cases of emergencies, breach of information security protocol or the employee works overtime without prior advanced approval.
- C. An employee who is otherwise eligible may reapply for telework program participation 30 calendar days after removal from the program. The Department will determine if the employee is capable of meeting the telework program agreement and if his or her performance is at least fully successful/satisfactory.
- D. Normally, supervisors will counsel employees about known performance issues before terminating a telework arrangement, unless it involves one of the three exceptions in Section 7B. It is a mutual responsibility to discuss any concerns regarding the effectiveness of a telework arrangement.
- E. The Department may suspend or terminate an employee's telework arrangement if the Department finds that:
 - 1. The employee's continued participation in the telework arrangement is inconsistent with the criteria section above;
 - 2. The employee's performance has declined (for example, where the employee fails to meet established performance criteria or fails to progress satisfactorily on assignments);
 - 3. The employee fails to adhere to the provisions of his or her Telework Program Agreement or otherwise fails to meet his or her obligations under the program;
 - 4. Organizational and budgetary situations that dictate removal from telework assignments; or,
 - 5. The employee fails to truthfully report time worked.
- F. The Department will not act in an arbitrary fashion. Before removing an employee from the program the Department will speak with the employee and determine it is acting on reliable information.
- G. Except for instances involving organizational or budgetary reasons, when an employee's telework arrangements is suspended or terminated an employee may file a grievance consistent with Article 40: Grievance Procedure. Additionally, consistent with EO 13522, the Department will predecisionally discuss organizational and budgetary concerns regarding telework to the greatest extent practicable.

Section 8 – Problems Affecting Work Performance

It is the responsibility of employees to inform supervisors as soon as practicable whenever any problems arise which adversely affect their ability to perform work at the telework site. Examples include situations such as equipment failure, power outages or telecommunications difficulties.

Section 9 – Hours of Work and Leave

- A. Employees performing work at a telework site will follow established procedures for requesting and obtaining approval of leave, consistent with Article 17: Time and Leave.
- B. Employees performing work at the telework site are subject to the same maximum workday limits as they would be if they were performing work at the Official Duty Station (ODS), consistent with Article 15: Hours of Work.
- C. Employees are only authorized to work overtime or compensatory time when the Department approves the overtime or compensatory time in advance in accordance with Article 16: Overtime.
- D. Employees are only authorized to work credit hours while on telework when the Department approves the credit hours in advance and consistent with Article 15: Hours of Work.
- E. Unauthorized overtime, credit hours and compensatory time will not be credited. Telework agreements may be terminated for employees who work unauthorized overtime, credit hours or compensatory time. The decision to terminate the agreement should be made on a case-by-case basis based upon the circumstances after discussion with the employee.
- F. An employee on an approved telework arrangement will be able to participate in regular staff meetings and other events that involve his or her work unit to the greatest extent practicable. This may involve participation electronically, telephonically or require the employee to travel to the duty station.
- G. Consistent with Article 15: Hours of Work, an employee may request to work an alternative work schedule while teleworking or to request a change to an existing, approved alternative work schedule while teleworking. Supervisory approval will be done consistent with this Article, as well as Article 15: Hours of Work and Article 16: Overtime.

Section 10 – Program Requirements

- A. The employee will be available to supervisors, coworkers, and the public, as applicable, by telephone, voicemail, email, or other communications media during the scheduled daily tour of duty.
- B. The employee must provide his or her supervisor with a telephone number where he or she can be reached at all times while on duty.
- C. The employee must check his or her voicemail frequently, both at the telework site and the ODS if there is a separate voicemail at the ODS.
- D. Where available, the employee is expected to forward his or her office telephone to the telework site. When work calls have been forwarded, the employee will answer the telephone at his or her telework site in the same professional manner as he or she would at the ODS.

Section 11 – Emergency Closing/Late Openings/Early Dismissals

- A. On a day when an employee is scheduled to work at the telework site and their official duty station facility is closed for all or part of a day, the following rules apply:
 - 1. Full Day Closing - A telecommuting employee will sometimes, but not always, be affected by an emergency requiring his or her official duty station to close. When both the official duty station and the telework site are affected by a widespread emergency, the Department should grant the telecommuting employee excused absence as appropriate.
 - 2. Late Openings - When an emergency affects only the telework site, the Department can require the telecommuting employee to report to his or her official duty station, approve annual leave or leave without pay, or authorize an excused absence.
 - 3. Late Arrivals and Early Dismissals - On days when a late arrival or early dismissal occurs, the employee is required to perform his or her full telework site schedule, if located at telework site.
- B. In the event of a local emergency situation such as a transit strike or a natural disaster which adversely affects an employee's ability to commute to the workplace, the Department and the Local agree to meet as soon as practicable to discuss possible temporary telework arrangements for affected employee(s).

Section 12 – Telecommunication Centers

The Department and the Local agree to continue to discuss the feasibility of telecommuting centers.

Section 13 – Evaluation of Program

The Department, at the appropriate level(s), will periodically evaluate its telework program to determine impact on work operations, to evaluate the effectiveness of the program, and to present any relevant concerns to employees working under the telework program. Information gathered in accordance with 5 USC 6506(b) will be shared with the Union upon request.

Section 14 – Priority

- A. When there are limitations on selections for requests to approve telework arrangements to fewer than the number of employees requesting telework, selections will be made by seniority, consistent with Article 60: Seniority.
- B. The Parties agree that employees official tour of duties will be decided (specific days, hours and locations) consistent with VA Form 0740.

Section 15 – Grandfather Clause

On the effective date of this Agreement, employees currently working on a telework agreement are not required to reapply for telework and are bound by the terms of this Article.

**2011 Labor Master Agreement between the
U.S. Department of
Veterans Affairs
and the
National Federation
of Federal Employees**



**VA Council of Consolidated Locals
AFL-CIO**

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ARTICLE 45: TELEWORK

- A. Telework will be administered in accordance with law, government-wide regulations and the VA policy in VA Directive and Handbook 5011.
- B. The above-cited telework policy provides employees with the opportunity to perform their work at locations other than the traditional office settings, and may include home-based telecommuting, community-based tele-centers, and mobile/virtual offices. This does not preclude the Employer from assigning work in accordance with the statute.
- C. Participation in a telework arrangement is not an employee right; however, whenever appropriate, the Employer may consider establishing telework arrangements. Telework benefits both the Employer and employees by providing an alternative work situation which may improve services to the veterans, improve productivity, recruit and retain personnel and improve the quality of life for participants.
- D. Union officials are not precluded from participation in telework. Such participation will be the subject of local negotiations.

VA



U.S. Department
of Veterans Affairs



National Nurses
Organizing
Committee



National
Nurses
United

**Master Contract Between the
Department of Veterans Affairs
and the
National Nurses Organizing
Committee, National Nurses United
(NNOC/NNU)**

2023

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Article 18: Alternative Workplace Arrangements (Telework)

Section 1: General

- A. Telework refers to a work flexibility arrangement under which a RN performs the duties and responsibilities of such RN's position, and other authorized activities, from an approved worksite other than the location from which the RN would otherwise work. Telework within the Department must be administered in accordance with The Telework Enhancement Act of 2010 (Public Law 111-292), which is aimed at increasing telework in the Federal Government, and VA Handbook 5011.
- B. Telework may benefit the Department and RNs by providing an alternative work situation, which may improve services to Veterans, improve productivity, help with recruitment and retention, and improve the quality of life of RNs. The primary intent of the program is to support the mission of the Department in an alternative work setting.
- C. Telework must not be used as an alternative to, or in lieu of, dependent care.
- D. Flexi-place, telecommuting, work-at-home, and telework all refer to paid employment away from the traditional office. The terms are synonymous and may be used interchangeably.
- E. A community based telecenter is an office, typically in a space owned or leased through General Services Administration (GSA), and/or other Federal Government facility, which may be shared by multiple agencies, or a satellite office of a single agency where a RN works one or more days in the workweek.
- F. Home-based/work-at-home telework means allowing RNs to use information technology and communication packages to work one or more days in the workweek at the RN's place of residence.
- G. Mobile/virtual office means a location or environment, which may include customer sites, hotels, cars, or at home, etc., where a RN performs work through the use of portable information technology and communication packages.

- H. Official duty station means the official duty station for a RN's position of record as indicated on the most recent notification of personnel action.

Section 2: Telework Guidelines

- A. Department officials are responsible for determining whether a position is suitable for telework, notifying newly hired RNs of position suitability for telework, and deciding whether a RN is eligible for telework. 38 USC 7422 applies to telework.
- B. Consistent with law and VA policy, certain RNs are not eligible for telework. This includes:
1. A RN who has been officially disciplined for absence without approved leave for more than five days in any calendar year;
 2. A RN who has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; and
 3. RNs with a performance rating less than successful or equivalent.
- C. RN participation in a telework arrangement is voluntary. RNs who volunteer and those who do not volunteer for telework will be treated equitably.
- D. Prior to teleworking, RNs must complete all required VA forms, including a Telework Request/Agreement form currently found in VA Handbook 5011, Part II, Chapter 4.
- E. Telework agreements must be completed with each RN participant. The agreement must include, but is not limited to;
1. A preamble statement of voluntary participation;
 2. The identity of the signatories, duty station and alternative worksite;
 3. A description of the work schedule and tour of duty;
 4. A description of required equipment/supplies an explanation of the responsible provider;
 5. The parameters of work assignments to be performed as well as performance criteria. Teleworkers and non-teleworkers will be treated the same for purposes of performance criteria; and,

6. The provisions describing requirements for leave, overtime, liability, work area (for work at home only), worksite inspection, alternative worksite costs, injury compensation, cancellation, privacy obligations, standards of conduct, and paragraph on appropriate disciplinary or adverse action.
- F. Telework may be used as a reasonable accommodation for employees with qualifying disabilities under the Americans with Disabilities Act, 42 USC 12101.
 - G. To the extent that there is not a 38 USC 7422 issue involved in modifying or terminating a telework arrangement that affects RNs, that change is a grievable issue.
 - H. The Department should notify the RN of any modification or termination of the telework arrangement. This notice should be given as soon as practicable, but normally at least two weeks in advance. A RN may terminate his/her telework arrangement at any time. However, the RN must provide at least two weeks advance notice to the Department.
 - I. There will be no change in telework arrangements based solely on a change in supervision.
 - J. Department officials are responsible for assisting the RN with completion of the User's Remote Computing Security Agreement. The agreement is available in the "VA Remote Access Guidelines". Department officials will assist the RN in coordinating the request for remote access through the Information Security Officer. The RN is responsible for working with the Department official to complete the required forms.
 - K. Appropriate Department officials may conduct safety inspections, as required, during normal working hours, to ensure proper maintenance of any Government-owned property and conformance with safety standards. The safety inspection will be limited to ingress, egress and the telework area. The RN will be provided advance notice of any safety inspection.
 - L. Full-time, part-time, and temporary RNs may request a telework arrangement. Each arrangement for telework is to be considered individually.
 - M. The Department is encouraged to provide training to facilitate the use of telework.
 - N. If appropriate, the opportunity for RNs to voluntarily use their own personally owned equipment will be explored to decrease the cost of the telework program. To the extent possible, security inspections of personally owned equipment will be strictly limited to sections of the equipment used for telework.

- O. Periodic work reviews between Department officials and the RN are encouraged.
- P. The RN's time and attendance will be recorded as performing official duties at the official duty station or alternative worksite, as applicable. To verify attendance at the alternative worksite, Department officials may periodically contact the RN and/or permit RN self-certification. To help ensure that RNs on telework arrangements work as scheduled, Department officials should focus on the completion of work products, as applicable.
- Q. Based on work requirements, the Department may arrange telework schedules to allow RNs to work on a telework arrangement one day per pay period, one day per week, or as often as five days per week. Department officials may also approve alternative work schedules for RNs on telework arrangements when doing so is consistent with work requirements. Consistent with VA Handbook 5011, Department may change telework schedules, including an alternative work schedule which is part of the RN's telework agreement, normally with a two week notice to the RN.
- R. With regard to emergency situations that may impact official duty stations and/or alternative duty stations, the following rules apply:
 - 1. A telecommuting RN will sometimes, but not always, be affected by an emergency requiring his/her official duty station to close. When both the official duty station and the alternative duty station are affected by a widespread emergency, the Department should grant the telecommuting RN excused absence as appropriate.
 - 2. When an emergency affects only the alternative duty station for a major portion of the workday, the Department can require the telecommuting RN to report to his/her official duty station, approve annual leave or leave without pay, or authorize an excused absence.
 - 3. The telework site may be unaffected by emergencies that lead to closings and dismissals at the official duty station. If work can proceed at the alternative duty station, then the RN may not be excused from duty just because other employees elsewhere have been dismissed or excused from reporting.
- S. When the Department determines exigent circumstances exist (for example, a RN's sudden illness precluding work at the official duty station), the Department may institute an ad hoc telework arrangement without completion of required documentation. Ad hoc arrangements should only be instituted to assist RNs and management in unforeseeable and unavoidable emergency circumstances, and to ensure improvement of services to Veterans, increase productivity, recruit and retain RNs, and improve their quality of life. After effecting an ad hoc arrangement, a telework agreement should be completed at the earliest possible opportunity. Ad hoc telework can also be done on an occasional, episodic or

short-term basis. These situations include, but are not limited to; specific projects, reports or short-term assignments. Such situations may occur throughout the year or be a one-time event.

T. Expenses and Equipment

1. The Department may issue and/or pay for equipment, software, equipment maintenance, and repair based on the availability of funds and equipment. The decision to purchase or provide Government issued equipment is discretionary on the part of the Department.
2. When needed, the Department may pay expenses associated with working at home such as: pens, paper, printer cartridges, printer, phone charges (long-distance and other); and the cost of computers, fax machines, computer software, modems, and equipment maintenance and repair.
3. The RN will incur the cost of utilities associated with working at home.

U. When acting within their official capacity, RNs on telework arrangements are covered under the Federal Tort Claims Act and the Federal Employees Compensation Act. RNs are required to submit reports of OCWP injury/illness consistent with facility policy.

**Environmental Protection Agency
Supplemental Documents**

Environmental Protection Agency
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL

January 18, 2024

OMB issued its Organizational Health and Performance Memorandum (M-23-15) last spring as guidance for agencies as they reevaluate their work environment posture to increase in-person presence while optimizing organizational health and performance. As the White House Chief of Staff and OMB have continued to emphasize in the Cabinet, PMC, and other forums, it is essential for agency leaders to be paying close attention to implementation progress and ensuring that updated Work Environment policies are having the intended impact.

In line with M-23-15, OMB requests that agencies that are still implementing in-person presence goals respond to this **implementation data call** outlining all remaining steps that the agency will take to reach intended work environment postures.

Agencies should provide:

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).
- (2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.
- (3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

Request. Please send a written update that answers these questions. Agencies may provide additional detail or narrative on top of these answers. Responses are due via email to futureofwork@omb.eop.gov no later than January 26, 2024.

(1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

EPA issued its Work Environment Plan (WEP) on July 13, 2023. The highlights of the plan have been shared widely with the workforce through mass mailer and townhall meetings, and are currently available on the EPA intranet. The EPA WEP gradually increased in-person presence for all supervisory and management officials at the Agency, starting in August 2023. The final increase in the number of required in-office days took place as of December 31, 2023, when supervisors and managers were required to report in-person at least 4 days per pay period. EPA's political appointees are expected to be working in person at least 50 percent of the time.

In October 2023, the Agency also shared an expansive training agenda for supervisors on a myriad of topics including managing in a hybrid work environment, change management, creating an inclusive work environment and maintaining high levels of engagement. The training also included a refresher on the Agency's telework and remote work policies. Nearly three-quarters of the EPA workforce is covered by collective bargaining agreements with telework and remote work articles in effect until late 2025 or later.¹ This limits management's ability to require an increased in-person presence. Despite this limitation, the Agency is actively working to make in-person work more attractive and meaningful for all employees to increase voluntary reporting to the office and will continue to evaluate the effectiveness of our current WEP design as part of ongoing implementation.

Additionally, the Agency has also deployed a WEP Dashboard to track employees' compliance with minimum in-person work requirements per the Agency's WEP, EPA policy and OPM telework guidance. Finally, new Agency policy, implemented in September 2023, requires DC area employees to report to the Office five days per period or more to retain a dedicated workstation or office.² Employees who do not meet this criterion will either share space or use swing space. The Agency anticipates employees' desire to retain their dedicated workspaces will increase in-person reporting.

(2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

The Agency has met all milestones in the WEP implementation timelines and will continue to evaluate the effectiveness of our current WEP design as part of ongoing implementation. The only notable exception is EPA's Region 4 office in Atlanta, which remains in expanded telework

¹ In the Winter of 2021 and Spring of 2022, EPA negotiated new telework and remote work articles with its unions including personnel flexibilities promoted by M-21-25. In ground rules for negotiations over new collective bargaining agreements (CBAs), EPA agreed to incorporate the telework and remote work articles into the new CBAs. Those CBAs are still being negotiated. Reopening new CBA articles is not likely until late 2025/early 2026, and mandated increased in-office presence will be difficult to support without reliable data or a new Statute, Executive Order, or Governmentwide Regulation.

² Similar agreements have been reached with unions in Regions 3, 4, 5, and 7.

status due to outstanding health and safety concerns in the office space. EPA is working with GSA to address these issues and expects Region 4 employees' return to the office in June 2024.

The Agency's existing contractual obligations with its unions affected its development of the WEP. The WEP was and is being considered in negotiations over the duration of those contracts. Maintaining a flexible, equitable workplace and a supported workforce capable of effectively delivering the Agency's mission are priorities shared by the Agency and its unions as the parties contemplate future adjustments to telework and remote work policies and union agreements.

To increase in-person presence for the non-bargaining population, the Agency is considering the following options: increase mandatory in-person presence to 50% for managers and supervisors; align reporting requirements for Title 42 employees to the current requirements of managers and supervisors; and/or align reporting requirements for senior non-bargaining unit, non-supervisory/non-managerial employees to those of managers and supervisors. Because each of these approaches would only have a marginal impact on the Agency's overall reporting and could introduce a greater element of inequity to EPA's Work Environment Plan, the Agency's senior leadership is carefully considering these options.

(3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

To track compliance with communicated policies and ensure alignment with the Agency's WEP, EPA deployed a WEP Dashboard providing EPA senior leaders a user-friendly tool to track time and attendance at the organizational level, and then more easily view hours worked at the individual employee level by time reporting code. This dynamic tool updates each pay period and helps programs and regions systemically track telework, remote work and in-office presence. The Agency has socialized the tool and has conducted training for all identified dashboard users. The users are actively reviewing data for their respective organizations. They then engage with groups with below-average alignment to the WEP, focusing on teams with low in-person presence, drilling down to individuals to ensure adherence to work schedules. The overall data is shared with the senior management team monthly during a regularly scheduled meeting.

**Environmental Protection Agency
Telework Policy(s)**



U.S. Environmental Protection Agency Telework Policy

Classification No.: 3110.32
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I. PURPOSE

The U.S. Environmental Protection Agency is committed to being a model employer, which prioritizes the health, safety, and physical and mental wellbeing of its workforce. An effective telework policy is central to this commitment. A successful telework program can yield many benefits, including cost savings, increased productivity and performance, enhanced recruitment and retention, heightened employee morale, improved emergency preparedness and reduced energy use. The Telework Enhancement Act of 2010 requires the head of each executive agency to establish a telework policy for eligible employees.

II. SCOPE

This policy addresses regular, situational, and medical telework. It also addresses telework when used to accommodate employees with disabilities under the agency's reasonable accommodation process. This policy covers employees, supervisors, and managers in the competitive, excepted, and Senior Executive Service. This policy also covers Senior Level and Scientific and Professional employees, Public Health Service Officers, Schedule C, Administratively Determined employees and non-EPA employees serving on Intergovernmental Personnel Act assignments to the EPA. This policy does not cover employees of the Office of Inspector General, or agency employees on details or IPAs to Congress, other agencies, departments, or organizations.

Generally, employees covered by this policy are expected to report to their official duty station or worksite at least twice in a biweekly pay period, in accordance with federal requirements. Portions of this policy may allow for full-time telework on a temporary basis (except in the case of telework as a reasonable accommodation when a determination is made full-time telework without time limits is appropriate under the EPA's separate reasonable accommodation process). For work arrangements where the employee is not expected to report to their official duty station or worksite on a regular and recurring basis (i.e., does not meet the two times per biweekly pay period requirement nor a temporary full-time telework arrangement), please refer to the agency's remote work policy.

If provisions of this order conflict with the provisions of a collective bargaining agreement, the provisions of the agreement must be applied.

III. POLICY

The EPA is committed to advancing innovative workplace flexibilities, including telework. Going forward, the agency intends to maximize flexibility around telework where doing so will not interfere with the mission of the agency and will benefit the employee. The eligibility of employees to participate in telework is based on 1) the extent they have sufficient portable work to support the requested telework schedule; and 2) the employee meets the eligibility requirements outlined in this policy. Since telework requires full and effective collaboration between management and employees, both parties have responsibilities in its successful implementation and operation. An employee's participation in telework is voluntary. Teleworkers will receive the same treatment and opportunities as non-teleworkers (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.) and are expected to perform and accomplish all assignments and responsibilities associated with their position, whether in the office or on an approved telework agreement.

IV. DEFINITIONS

- a. **Telework:** An arrangement where eligible employees perform the duties and responsibilities of their position during regular, paid hours from an approved worksite other than the official worksite (e.g., home or telework center).
- b. **Alternative Work Location or Alternative Worksite (AWL):** The AWL is an approved work location other than the employee's official worksite. An AWL will generally be an employee's residence or other approved worksite and will generally be within the local commuting area, such as a facility established by state, local or county government or private organization for use by teleworkers. Employee requests to work at an AWL outside of the local commuting area may be approved by the appropriate approving official as noted in section VI.
- c. **Local Commuting Area (LCA):** The geographic area usually constituting one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities where people live and can reasonably be expected to travel back and forth daily to their official worksite.
- d. **Portable Work:** Work which can be performed either at the employee's official worksite or at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the employee's responsibilities and EPA's mission. Such work is part of the employee's regular assignments and does not involve a change in duties or the way the assignments are performed without supervisory approval.
- e. **Official Worksite:** The official location of an employee's position of record as determined under 5 CFR 531.605. Official worksite is the "official duty station" as the term is used in Title 5, United States Code, Section 5305(i).
- f. **Position of Record:** An employee's official position defined by grade, occupational series, employing agency, law enforcement officer status and any other condition determining coverage under a pay schedule (other than official worksite), as documented on the employee's most recent Notification of Personnel Action (Standard Form 50 or equivalent) and current position description, excluding any position where the employee is temporarily detailed.
- g. **Regular Office or Worksite:** The office (program, region, lab, and HR Shared Service Center) where the employee reports on a regular and recurring basis, receives direction, returns to if the supervisor recalls the employee, terminates the telework agreement, or the employee chooses to no longer telework.
- h. **Telework-Ready Employee:** Any employee who has a telework agreement currently in effect authorizing any type of telework.

V. ROLES AND RESPONSIBILITIES

- a. **EPA Telework Managing Officer (TMO):** The Assistant Administrator for the Office of Mission Support (or designated representative) shall serve as the TMO. The TMO serves as the primary telework point of contact between the agency and the Office of Personnel Management. The TMO is responsible for overall policy development and implementation of

the agency's telework policy and programs and serves as an advisor for agency leadership on the full range of telework issues as well as a resource for managers and employees.

- b. **Agency Telework Coordinator:** The Office of Human Resources in the Office of Mission Support executes the duties of the agency telework coordinator, who is responsible for overseeing the agency's telework program. The coordinator may periodically review telework approvals and disapprovals to ensure consistency of application, direct changes as necessary, and ensure any necessary training is provided as required.
- c. **Program/Regional Office Telework Coordinators:** These individuals are responsible for ensuring all participants are aware of their responsibilities, have taken appropriate training, and have agreements in place. Upon request, these telework coordinators are required to provide participation data including documented approvals and disapprovals to allow monitoring of the program.
- d. **Assistant Administrators, the Chief Financial Officer, the Chief of Staff to the Administrator, the General Counsel, and Regional Administrators or their equivalents or designated representatives:** These executives are responsible for selecting program/regional office telework coordinators and may assign and locate telework coordinator duties anywhere in their respective organizations. However, if a manager does not designate a telework program coordinator, they must ensure the telework program coordinator's responsibilities are appropriately delegated to and performed by one person who will serve as a point of contact for the agency's telework coordinator.
- e. **EPA Human Resources Shared Service Centers (SSCs):** HR SSCs are responsible for ensuring all position descriptions are reviewed for telework eligibility prior to initiating recruitment and reassignment actions and are so noted in job advertisements. The HR SSCs must also document an employee's official worksite via Notification of Personnel Action (Standard Form 50) as required by this policy and 5 CFR 531 subpart F.
- f. **Supervisors and Managers:** Supervisors and managers are responsible for the overall management of teleworking within their work units, including:
 - (1) Working with their regional human resources officer, HR SSC, and program management officer to identify positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements.
 - (2) Taking into account work-related needs, approving, or disapproving new or revised requests to telework (up to and including requests for up to 80 percent telework) within a reasonable timeframe (i.e., normally within 15 calendar days) and in cases of disapproval, providing the rationale to the employee, if requested.
 - (3) Reviewing and recertifying employee telework agreements every 12 months (or earlier if a particular organization's annual recertification time period is sooner, so all employees can be recertified at the same time).
 - (4) Overseeing day-to-day telework operations, modifying individual telework agreements to meet mission needs, accomplish workload, or changing circumstances, and maintaining records and information necessary for evaluation of the program.
 - (5) Ensuring teleworkers agree to comply with all existing security policies and procedures, regarding IT security, personally identifiable information, and confidential business information.

- (6) Ensuring proper use of appropriate telework time reporting codes to document hours teleworked; and
- (7) Monitoring performance by ensuring appropriate management controls and reporting procedures are in place before employees begin telework assignments. Teleworkers and non-teleworkers are treated identically for the purposes of monitoring and assessing job performance; however, supervisors and managers may need to use different mechanisms for communicating with teleworking employees.
- (8) Initiating a personnel action to be affected by the servicing HR SSC to change an employee's official worksite as required by this policy and 5 CFR 531 subpart F.

g. Employees: Employees are responsible for the following:

- (1) Completing a telework agreement and waiting for approval from their supervisor prior to teleworking.
- (2) Performing an assessment of the AWL and answering the required questions on the Self-Certification Safety Checklist.
- (3) Adhering to the telework policy, procedures, terms, and conditions of the approved telework agreement.
- (4) Notifying their supervisor if modifications are necessary or potentially necessary to their telework agreement.
- (5) Working with their supervisor to recertify the telework agreement every 12 months or earlier if requested.
- (6) Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g., Teams, etc.) in order to communicate with their supervisor to receive assignments and complete their work in accordance with the supervisor's instructions and to be accessible to co-workers and customers.
- (7) Maintaining communication with the supervisor while teleworking and working with the supervisor to overcome problems or obstacles as they occur so the work of the organization is accomplished in an effective and timely manner.
- (8) Complying with all existing agency security policies and procedures, including those relating to personally identifiable information and confidential business information.
- (9) Being prepared to telework in the event OPM or the agency announces changes to its operating status, including changes to dismissal and closure procedures.
- (10) Planning ahead, including taking any necessary equipment (e.g., laptops) home prior to a forecasted weather event.
- (11) Arranging for dependent care if, dependent care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL and/or requesting leave or work schedule adjustments for periods when the employee is not able to work due to dependent care responsibilities; and
- (12) Complying with all applicable policies and regulations including but not limited to policies governing information technology security and use of government equipment/materials.

VI. TYPES OF TELEWORK

Supervisors and managers may authorize the following types of telework based on their work-related needs, the employee's responsibilities and preferences, and considerations of maximizing both productivity and flexibility:

- a. **Regular/Routine Telework:** Under this type of telework, employees may request approval to perform their duties at an AWL on a regular and recurring basis, on predetermined days each pay period. Regular telework may range from one day per pay period up to and including 80% telework (at least 2 days at the official worksite per pay period.) Regular telework will typically be on the same days each pay period. However, managers may authorize adjustments when requested, as long as the employee meets the 2 days in the office per pay period requirement.

As noted in section IV, AWLs are typically located within the LCA. However, supervisors or managers may approve regular telework for employees outside the LCA if there is a reasonable expectation that the distance from the official worksite will not hinder the employee's ability to report there at least 2 days per period. Supervisors and managers should use good judgment but should remember employees may be recalled to the official worksite with 24 hours or less notice based on mission needs. There are exceptions to approving AWLs outside the LCA. Please see the example directly below and the section on situational telework for guidance.

Example: An employee working at EPA headquarters in Washington, D.C. has a residence in Richmond, Virginia, and asks to perform regular telework at the residence as the AWL. Richmond is outside the Washington, D.C. locality area but the employee regularly reports to the official worksite according to their work schedule with no documented issues. It is reasonable for the supervisor to approve the Richmond residence as the AWL. If an employee requests to regularly telework from an AWL in Juneau, Alaska, but the official worksite is Washington, D.C., this would be an unreasonable request because the distance and ability to recall the employee are impacted by the proposed location of the regular telework AWL.

- b. **Situational Telework:** This type of telework is appropriate for work or assignments of specific limited duration on an occasional, emergency, or ad hoc basis, as opposed to a regular telework schedule as defined above. Situational telework cannot be used in a routine manner to extend an employee's regular telework schedule. An employee must have an approved situational telework agreement in place and receive approval in advance each time they wish to telework. An employee may be approved for both situational and regular telework.

Under certain conditions, supervisors or managers may approve temporary situational telework arrangements at an AWL outside of the local commuting area even if the employee isn't able to report 2 times a pay period. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

The temporary exception should generally be used in cases where: (1) the employee is expected to return to work at the official worksite in the near future; or (2), the employee is expected to continue teleworking but will be able to report to the regular worksite at least 2 times per biweekly pay period. Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition.
 - Emergency situations preventing the employee from regularly commuting to the official worksite, such as a severe weather emergency or a pandemic health crisis.
 - An extended period of approved absence from work (e.g., paid leave).
 - When the employee is in temporary duty travel status away from the official worksite.
 - When an employee is temporarily detailed to work at a location other than a location covered by a telework agreement.
 - As a flexibility to allow employees to care for elderly or ill family members, outside official work hours.
- c. **Unscheduled Telework:** This type of telework is not scheduled in advance but is performed when the agency announces changes to its operating status, including changes to dismissal and closure procedures pursuant to OPM or local management operating status announcements. Any telework-ready employee must perform unscheduled telework.
- d. **Medical Telework:** Allows for the continued accomplishment of agency work while an employee has a physician-certified medical condition not affecting the employee's ability to perform their regular work assignment at an AWL. This type of telework may be the equivalent of full-time, but it is a temporary telework arrangement and may not exceed 12 months in duration within any 3-year period. Medical documentation justifying the need for medical telework must be provided to the supervisor. Also, a telework agreement and a safety checklist must be submitted and approved by the supervisor prior to the start of the arrangement.

The initial medical telework arrangement is valid for 90 calendar days (or less depending on the medical documentation) and may be extended in 90-calendar day increments if the medical certification justifies such at each extension (i.e., medical documentation must be submitted every 90 calendar days if warranted). The total maximum allowable time for a medical telework agreement is 12 months within any 3-year period. Employees with medical conditions lasting more than a year should contact the local or national reasonable accommodation coordinator to see if their situation may warrant telework as a reasonable accommodation. Please note, medical telework is not the same as telework as a reasonable accommodation. Medical telework is a temporary arrangement whereas telework as a reasonable accommodation is not subject to time limits if the condition justifying the arrangement persists. Please see the section on reasonable accommodation below.

In limited circumstances for medical telework, supervisors may approve employees to work at an AWL outside the local commuting area. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

- e. **Official Worksite for Pay Purposes:** Generally, if the employee does not physically report to the regular office or worksite at least twice each biweekly pay period, their duty station will change to the AWL and locality pay may be impacted, (5 CFR 531.605). An exception to this requirement is not appropriate in all time-limited situations as addressed above. If a supervisor has questions about the designation of the official worksite, they should consult their local telework coordinator or the national telework coordinator in the Office of Human Resources.

- f. **Reasonable Accommodation under the Telework Program:** Telework can be used to accommodate qualified employees with disabilities under the agency's reasonable accommodation process. Employees seeking to telework as a reasonable accommodation should contact their immediate supervisor or the national or local reasonable accommodation coordinator. Employees teleworking as a reasonable accommodation will follow the general requirements contained in this policy to the extent such requirements are consistent with the reasonable accommodation. Employees must, at a minimum, submit a telework application, training certificate, and safety checklist. Employees approved to telework as a reasonable accommodation are required to have a valid, signed telework agreement.
- g. **EPA Continuity of Operations Plan (COOP):** Telework is an important part of the agency's COOP. It enables employees to work from AWLs during emergencies such as a natural disaster, a terrorist attack, disruption to facilities or a pandemic health crisis. It is a key tool in continuing the agency's vital role in the federal government in the face of an emergency. In such an emergency, any employee—with or without a telework agreement—may be required to telework. (Note: during any period, the EPA is operating under a COOP, the COOP shall supersede this policy).

VII. PORTABLE WORK: DESIGNATING AND NOTIFYING EMPLOYEES

Although many positions may be suitable for some degree of telework, not all aspects of all jobs can be performed effectively at an AWL and therefore, considered portable. Also, the portability of an employee's work can change over time due to project or mission needs. Each supervisor must identify the positions within their organization suitable for telework and those not suitable, and notify each employee, including new employees, of their eligibility to telework based on the portability of their work. Supervisors must use the notification memorandum (Appendix E) to notify employees of their ineligibility, if applicable. Supervisors are also responsible for working with their HR SSC to identify new positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements.

- a. **Work Suitable for Telework:** Portable work performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA's mission. Work suitable for telework depends on job content, rather than job series or title, type of appointment, or work schedule. It is possible that within identical or related occupational series, one position or portion of a position may be determined to be eligible for telework, and another may not, depending on individual job requirements.

Employees may have some duties suitable for telework and others not suitable. For these employees, supervisors will need to determine how many days per pay period an employee is eligible to work at an AWL as part of regular telework.

- b. **Duties Not Suitable for Telework:** Work that is not portable cannot be performed at another location with equal effectiveness. As with portable work, it is possible that within identical or related occupational series one position or portion of a position may be determined to be eligible for telework, and another may not, depending on individual job requirements. Examples of duties not suitable to be performed away from the regular office or worksite include, but are not limited to, the following:

- (1) Requiring face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform their job effectively. These duties cannot otherwise be achieved by e-mail, telephone, video calls, collaboration technology, or other electronic means.
- (2) Accessing classified information or a classified installation; [Note: Secure materials are those materials where there exists a written policy, at the government, agency, or organizational level, restricting use/access outside of a specific government installation or area within a government installation, and including sensitive PII].
- (3) Involving the construction, installation, maintenance, or repair of EPA facilities.
- (4) Involving the physical protection of EPA facilities or employees; or
- (5) Involving other physical presence/site-dependent activity (e.g., emissions testing, site inspections, or work that must be performed in a laboratory).

VIII. EMPLOYEE ELIGIBILITY REQUIREMENTS

a. **Basic Eligibility Requirements:** An EPA employee may be authorized to telework if:

- (1) The employee has sufficient portable work for the amount of telework requested (if the requested amount cannot be authorized, supervisors may approve a lesser amount).
- (2) The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work.
- (3) The employee agrees to return to the regular office or worksite on a telework day if required to do so by their supervisor.
- (4) The employee continues to comply with the terms of their written and approved telework agreement; and
- (5) Arrangements are in place for dependent care, if dependent care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL.

b. **Employees may not telework if:**

- (1) The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year: or
- (2) The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties.

Additionally, the supervisor or management official may terminate the employee's telework arrangement in order to meet the organization or unit's specific operating needs. The supervisor or management official should consult and receive guidance from the servicing labor and employee relations office before terminating the employee's telework arrangement when there are documented misconduct or performance issues, or the employee fails to comply with the provisions in this policy.

- (1) For terminations resulting from misconduct or performance issues or for the employee's failure to comply with the provisions of this policy, employees may reapply at the supervisor or management official's discretion.
- (2) For terminations resulting from organizational or operating needs, the employee may reapply if or when any such issues are resolved.

IX. PREPARING FOR THE TELEWORK ARRANGEMENT

EPA Eligible Employees: All eligible agency employees who wish to telework must meet the following conditions. Failure to comply with any one of the conditions listed below may result in the denial or termination of a telework arrangement:

- (1) Complete the required employee telework training prior to applying for the telework program.
- (2) Submit the "EPA Telework Application/Agreement" and the "Employee Self-Certification Safety Checklist" to their supervisor for approval.
- (3) Ensure all necessary dependent care arrangements are maintained and do not interfere with the employee's work performance while working at the AWL.
- (4) Have properly working equipment at the AWL to ensure compliance with the EPA's information technology policies and procedures.
- (5) Comply with established pay and administration policies on work schedules.
- (6) Comply with telework time reporting code requirements.
- (7) Comply with established policies for requesting leave.
- (8) Ensure working from the AWL causes no disruption in the efficiency of work, and the employee is available to their customers, co-workers and supervisors or managers. This means, for example, the teleworking employees cannot make their regular teleworking hours unavailable for calls, meetings or virtual meetings in their electronic calendars or put "out of office" messages on e-mail and voice mail systems indicating they are unavailable. All communication must be seamless.
- (9) Use call forwarding technology.
- (10) Maintain organizational requirements regarding communication and accessibility and respond in a timely manner to their team leaders, supervisors or managers, co-workers, agency customers and the public.
- (11) Be capable of joining and be available to join virtual meetings or conference calls while working at the AWL.
- (12) Safeguard agency equipment (if provided) and use it only for official purposes in accordance with established policies.
- (13) Be willing to telework in case of an emergency.
- (14) Be willing and able to leave the AWL and return to the regular office or worksite if requested by their supervisor.
- (15) Agree to report to the regular worksite as needed, as determined by the agency and
- (16) Participate in the annual recertification process as required by this policy and in any other telework program monitoring or evaluation processes required by the agency or other authoritative entities (e.g., OPM, Government Accountability Office, Congress).

Each new telework agreement will be reviewed on an individual basis. Decisions will be made based on eligibility criteria outlined in this policy and in applicable bargaining unit agreements. The process for application and re-certification will also follow those processes outlined in this policy and in applicable bargaining unit agreements.

X. DEPENDENT CARE

Telework may be used as a flexibility to help employees with dependent care responsibilities meet their family obligations and work responsibilities. However, it is not appropriate to use telework if the employee is unable to work due to dependent care responsibilities. Instead, the employee must request

leave or work schedule adjustments for periods when the employee is not able to work due to dependent care responsibilities. If dependent care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL, they must arrange for dependent care. If appropriate and an option, employees may also consider requesting a maxiflex work schedule to provide additional assistance with meeting their biweekly work requirement. Maxiflex is a separate policy from telework, so employees should consult the agency's work schedules policy or applicable CBAs for more information.

Example 1: An employee has children in the home on a regular or situational telework day due to a school closure. Other than general oversight and occasional brief breaks to tend to family matters, the employee is able to complete work assignments during the daily tour of duty. Leave or work schedule adjustments aren't necessary.

Example 2: An employee has children in the home on a regular or situational telework day due to a school closure. One child needs more than minimal assistance with a school assignment during the employee's tour of duty. The employee will need to take leave or adjust their work schedule for the time they were unable to work.

Example 3: An employee requested a temporary AWL at their parent's residence so they can help their father provide assistance to their mother post-surgery. The employee may telework when not providing care for their mother and must take leave or adjust their work schedule when taking her to doctor appointments or caring for her when the father must run errands or needs a break during the employee's tour of duty.

XI. TELEWORK TRAINING

Training sessions on the basics of telework will ensure a common understanding of its requirements. Participating employees must complete the agency-approved training and obtain a certificate of training before participation. The employee's record of the required training must be attached to the telework agreement. Supervisors or managers must also complete agency-approved telework training and obtain a certificate of training. Refresher training may be required on occasion by the agency.

XII. ESTABLISHING THE TELEWORK AGREEMENT

- a. **Regular and Situational Telework:** The following actions are to be taken when establishing a regular or situational telework agreement:
 - (1) The employee submits a completed application to their immediate supervisor.
 - (2) The employee and supervisor discuss the proposed telework agreement and the type of work to be completed by the employee at an AWL.
 - (3) If a suitable arrangement is reached, the employee completes the application/agreement, safety checklist and the required training. Once all requirements are completed, the telework agreement is signed and dated by the employee and supervisor.
A separate agreement for each telework episode is not necessary if the employee has signed an agreement to telework on a situational basis.
 - (4) Employees may request more than one AWL. Employees requesting to work at an alternate work location not previously approved must submit a telework agreement and checklist for the new location to the supervisor for approval; and
 - (5) Employees are to obtain information and implement all procedures for accessing the

secured operations of the regular office or worksite.

b. **Medical Telework:** The following actions are to be taken when establishing a medical telework agreement:

(1) The employee must submit a physician-certified written statement:

- a) Providing a description of the diagnosis of the medical condition necessitating the telework arrangement.
- b) Summarizing the prognosis, including the expected return-to-work date, and, as appropriate, discussing medical management—including how the temporary medical condition might interrupt the employee's work schedule.
- c) Listing restrictions necessary for work performed at the AWL, if applicable.
- d) Stating the employee is able to perform the duties of the position at an AWL; and
- e) Describing the benefit to the employee's medical condition from working at an AWL, or the reduction of health risks to other employees, if any, derived from this arrangement.

(2) Medical telework may be authorized for up to 80 hours per pay period for up to 90 calendar days. After 90 calendar days, a medical telework agreement may be extended for up to three additional 90-calendar day periods (i.e., nine months) if the additional medical certification justifies such at each extension (i.e., every 90 calendar days). The total maximum allowable time for a medical telework agreement is 12 months within any three-year period.

(3) Based on the employee's condition, the supervisor may grant the employee sick leave or approve a combination of sick leave and telework to cover the situation.

(4) Medical telework is appropriate for employees with non-work-compensable injuries. Employees with work compensable injuries will be managed under applicable workers' compensation regulations.

XIII. TELEWORK AGREEMENTS

The telework agreement covers the terms and conditions of the telework arrangement. It also constitutes an agreement by the employee to adhere to applicable guidelines and policies. The telework agreement includes items such as the voluntary nature of the arrangement; duration of the telework agreement; hours and days of duty at each work location; leave approval and requests for overtime and compensatory time; performance requirements; and proper use and safeguards of government property and records. When any aspect of the work agreement changes (e.g., position, work assignment, supervisor, alternate work location, etc.), the employee and supervisor will reassess the employee's work to determine telework suitability and continued approval.

Individual telework agreements must be renewed every 12 months. Employees who are designated essential for inclement weather or other emergencies or are emergency response employees for COOP purposes must have signed telework agreements in place to facilitate continuity of operations in the event of emergencies. Employees designated for COOP purposes may be required to telework, irrespective of telework status/agreement.

The supervisor must retain a copy of the signed telework agreement and a copy must be provided to the employee. A copy of the signed telework agreement must also be provided to the program/regional office telework coordinator who is responsible for maintaining telework records in the organization.

XIV. TIME, ATTENDANCE AND OTHER MISCELLANEOUS ISSUES

- a. **Recording Telework Hours and Control of Time and Attendance:** Proper recording, monitoring and certification of employee work time are critical to the success of the program. Employees are responsible for recording all telework time into the time and attendance system using the appropriate telework time reporting codes.
- b. **Telework Time Reporting Codes:** The time reporting codes all teleworking employees must use to document and certify their work hours are provided below. There are separate TRCs for regular, situational/episodic, medical, and unscheduled telework as well as for overtime telework and telework as a reasonable accommodation. EPA's approved TRCs are as follows:
 - (1) **TMREG:** Telework Medical Regular.
 - (2) **TOHRW:** Telework Overtime Hours.
 - (3) **TWRAC:** Telework for Reasonable Accommodation.
 - (4) **TREGW:** Telework Regular Hours.
 - (5) **TWCTU:** Telework Comp Time Used.
 - (6) **TWCTE:** Telework Comp Time Earned.
 - (7) **TWEHR:** Telework Episodic Hours (for situational/episodic); and
 - (8) **TWUSH:** Telework – Unscheduled.
- c. **Hours of Duty and Work Schedules:** Employees who telework will work the same schedule they work at the regular office or worksite, including compressed or flexible schedules. Circumstances may warrant work schedules to be changed with the supervisor's approval and in accordance with established procedures. Unstructured arrangements where employees work at the AWL without prior supervisory approval are not permitted. Employees should refer to the agency's work schedules policy or applicable CBA for more information.
- d. **Overtime during Telework - Eligibility Requirements:** Approval in advance of overtime work is required; overtime work not ordered and approved in advance by the supervisor, in writing, will not be compensated. Detailed information on overtime can be found in the *EPA Pay Administration Manual* (EPA Order 3155). In rare circumstances, an employee working at their AWL on a regular or situational telework day may be directed by the supervisor to perform work requiring more time than the employee's regularly scheduled number of hours for the day. The supervisor, in making the assignment, may order overtime for the employee. Employees may *not* perform unauthorized overtime work while teleworking (i.e., overtime not ordered and approved by the supervisor in advance and in writing).
- e. **Leave:** Procedures for requesting leave are the same for employees participating in telework and employees working at the regular office or worksite. Employees are responsible for obtaining leave approval in advance and reporting leave usage appropriately on their timecards. See the *EPA Leave Manual* (EPA Order 3165) for details.
- f. **Workers' Compensation:** Employees who telework are covered by the Federal Tort Claims Act or the Federal Employees Compensation Act and qualify for continuation of pay for workers' compensation for injuries sustained while performing their official duties. For this reason, it is vital that a specific AWL be approved in advance and adhered to by the employee.

The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, specifically whether the event occurred at the regular office or worksite or at an AWL during official duty. Typically, supervisors or managers are not present when an employee sustains an injury. Employees, in all situations, bear responsibility for informing their immediate supervisor of an injury at the earliest time possible, seeking appropriate medical attention and filing the appropriate workers' compensation claim form.

Telework arrangements can also result in employees who are currently receiving continuation of pay or worker's compensation returning to work, thus taking them off the workers' compensation rolls. Supervisors may be able to find work such employees are able to perform at home or restructure existing work so some of it may be completed at home.

g. Requirement to Return to the Regular Office or Worksite on a Scheduled Telework Day:

Employees participating in the telework program must be accessible and available for recall to their regular office or worksite for a variety of reasons such as, but not limited to: meetings, briefings, special assignments, training, travel, unscheduled absence of other employees, emergencies or other situations deemed necessary by the supervisor to meet mission, staffing, and workload requirements. Under these circumstances, the following should occur:

- (1) A supervisor may recall an employee to the regular office or worksite by notifying them at least 24 hours in advance. A supervisor may recall an employee to the regular office or worksite with fewer than 24 hours when recall is essential for the agency to meet its mission and the employee is not prevented from commuting to the regular office or worksite.
- (2) If an employee is unable to telework from their AWL due to being required to be at the regular office or worksite on a regularly scheduled telework day, or being on approved leave, the employee is not *entitled* to another telework day. At their discretion, the supervisor may approve another telework day within the same work week or pay period.

h. Travel: The travel provisions applicable to employees working at the official worksite also apply to employees who telework. If an employee is unable to telework from their AWL due to being on approved travel, the employee is not *entitled* to another telework day.

i. Monitoring Performance: GAO guidelines require agencies to establish a method providing the supervisor with reasonable assurance employees are working when scheduled. Appropriate management controls and reporting procedures must be in place before employees begin telework assignments. Teleworkers and non-teleworkers should be treated identically for the purposes of monitoring and assessing job performance. Some approved techniques, potentially applicable to telework arrangements, include:

- (1) Supervisory telephone calls or e-mail messages to an employee during times the employee is scheduled to be on duty.
- (2) Visits by the supervisor to the employee's AWL; and
- (3) Use of performance management systems, including regular workload/accomplishments reports for teleworking and non-teleworking employees, to determine reasonableness of work output for time spent, project schedules, key milestones, quality of the work performed, and team reviews.

XV. EMERGENCIES: UNSCHEDULED TELEWORK/DISMISSALS/CLOSURES

- a. **Unscheduled Telework/Closures:** In the event of an office closure, telework-ready employees already scheduled to telework on the closure day are required to do so. Telework-ready employees not scheduled to telework on the closure day are required, in coordination with their supervisor, to utilize unscheduled telework to the maximum extent possible, subject to available portable work. If there is insufficient portable work as determined by the supervisor, the employee may be granted an appropriate category of administrative leave (e.g., weather and safety) to cover all or a portion of the scheduled workday.

Employees who are required to work during their regular tour of duty on a day when federal offices are closed to the public (or during delayed arrivals or early dismissals) are not entitled to overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours. Employees reporting to an AWL other than the employee's primary residence during the workweek will follow the closure or dismissal procedures of the AWL.

- b. **Late Arrivals/Early Dismissals at the Regular Office or Worksite:** When the agency announces early closure of or late arrival to the regular office or worksite, telework-ready employees already scheduled to telework on the early closure or late arrival day are required to telework their regularly scheduled non-overtime hours. Telework-ready employees not scheduled to telework on the early closure or late arrival day will be required, in coordination with their supervisor, to utilize unscheduled telework to the maximum extent possible, subject to available portable work as determined by the supervisor. If there is insufficient portable work as determined by the supervisor, the employee may be granted an appropriate category of administrative leave (e.g., weather and safety) for their regularly scheduled non-overtime hours when the regular office or worksite is closed. Early release for the holidays must be granted to those on telework to the same extent as granted to those employees working at the regular office or worksite.
- c. **Unscheduled Telework Announced:** In the event the regular office or worksite is open, but there is an announcement of the option for unscheduled telework, telework-ready employees not otherwise scheduled to telework may come into the regular office or worksite or request approval from the supervisor for unscheduled telework or the use of annual, credit, or other leave.
- d. **Other Emergencies or Disruptions to the Regular Office or Worksite:** In the event of a disruption to normal office operations (e.g., national, or local emergency, emergency event involving inclement weather, or any situation with the potential to disrupt normal office operations), employees approved for regular and situational telework are expected to telework if instructed by the supervisor to do so. In COOP situations, telework may be required.
- e. **General Provisions:** It is recommended supervisors and employees coordinate in advance if there is an anticipated event with the potential to disrupt normal office operations to ensure employees have portable work and the necessary equipment to perform telework during a regular office or worksite closure to the extent possible.

As with scheduled telework, an employee performing unscheduled telework must have sufficient portable work to perform throughout the workday when teleworking. An employee who does not have

enough portable work must report to the regular office or worksite if it is open, contact their supervisor for additional work, request annual leave, credit time, or other leave, or adjust their work schedule (if applicable).

When severe weather or other circumstances prevent work from the AWL (e.g., loss of electricity, employee must evacuate, infrastructure/connectivity and dependent care issues) or there is a lack of portable work as determined by the supervisor, and the regular office or worksite is closed to employees, a telework-ready employee may be granted an appropriate category of administrative leave (e.g., weather and safety) by their supervisor.

XVI. MODIFICATION AND TERMINATION OF THE TELEWORK AGREEMENT

Telework agreements may be modified, adjusted, or terminated at any time by management based upon an employee's failure to adhere to telework requirements or based upon any other consideration affecting employee eligibility. Telework agreements may also be modified, adjusted, or terminated without prejudice at any time when requested by the employee. Before removing an employee from telework for performance or conduct issues, supervisors should consult their servicing labor and employee relations office for guidance.

Management shall provide sufficient notice (typically 7 calendar days), when feasible, before terminating a telework agreement to allow the affected employee to make necessary arrangements. The reason for termination will be documented, signed by the supervisor, manager and/or approving official, and furnished to the affected employee. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect.

When any significant aspect of an employee's work changes (e.g., position, work assigned, AWL), the supervisor will reassess the portability and suitability of employee's work for continued telework approval.

An employee may withdraw an application for telework, or terminate an approved telework agreement, at any time without prejudice, and return to the regular office or worksite. The employee must notify the supervisor in writing, and the supervisor should in turn acknowledge the employee's notice in writing, to prevent misunderstandings about work location.

XVII. REPORTING

As OPM and other federal organizations seek telework reports, the agency's TMO and agency telework coordinator will serve as the primary liaisons between EPA, OPM, and other federal organizations. EPA's telework coordinator will serve as the agency's central coordinating point and will work with telework coordinators across the agency to prepare comprehensive telework information.

XVIII. FACILITIES AND EQUIPMENT

- a. **Alternative Work Location Office Space:** Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, employees should have adequate internet speed and be able to easily access the intranet, agency systems, communicate by telephone, email, and established collaboration tools (currently Microsoft O365 suite) with the supervisor, coworkers, and serviced clients when working from their

AWL. In addition, employees are responsible for verifying and ensuring their work areas comply with health and safety requirements (see the *"Employee Self-Certification Safety Checklist"*). Home work areas must be clean and free of obstructions, in compliance with all building codes, and free of hazardous materials. An employee's request to telework may be disapproved or rescinded based on safety problems or the presence of hazardous materials. A supervisor or designated safety official may inspect the home office or other AWL for compliance with health and safety requirements when deemed appropriate.

- b. **Regular Office or Worksite Space Sharing:** The organizational unit where an employee is assigned may implement space-saving initiatives in regard to employees who have approved telework agreements and who are regularly teleworking more than 40 percent per bi-weekly pay period. Such space-saving options may include shared workstations, smaller workstations, or unassigned touchdown/hoteling situations. If management seeks to implement any such space-saving initiatives, they will notify the unions and bargain to the extent required by CBAs, local agreements, applicable law, rule, and regulation.

Percentage of Telework by Work Schedule

Number of Telework Days Per Pay Period	Straight 8 or 10-day Maxiflex Work Schedule	Compressed 5/4-9 (or Maxiflex mirroring) Work Schedule	Compressed 4/10 (or Maxiflex mirroring) Work Schedule
1	10%	11%	12%
2	20%	22%	25%
3	30%	33%	37%
4	40%	44%	50%
5	50%	55%	62%
6	60%	66%	75%
7	70%	77%	87% (Not Permitted)
8	80% (Maximum Permitted)	88% (Not Permitted)	100% (Not Permitted)

Note: This policy is limited to telework not to exceed 80 percent of the employee's work schedule. This means the employee must report to the regular office or worksite at least twice per biweekly pay period based on their approved work schedule as noted in the percentage chart above (unless there is an exception as covered in section VI above). An employee being on approved leave does not impact the percentages noted above.

- c. **Government-Furnished Equipment:** The agency is under no obligation to provide GFE to its employees solely for the purpose of teleworking, but most employees will receive a government-issued laptop at a minimum. Supervisors may authorize additional GFE for the individual teleworker where legally permissible, as necessary to meet mission needs, and if budget permits.

Employees who have an agency-issued laptop or mobile phone assigned to them should use such equipment while teleworking and shall take reasonable safeguards against theft and damage when they do so. Government issued mobile phones may be monitored to ensure they are being utilized in connection with agency business. All agency-issued equipment and supplies remain the property of the agency and the EPA remains responsible for service and maintenance of the equipment. The EPA is also under no obligation to service or maintain equipment belonging to the employee, even if the employee uses it for agency work.

If an employee furnishes their own equipment/workstation at the AWL, the government will not reimburse the employee for the purchasing costs of the equipment/workstation. In addition, the employee is responsible for the maintenance, repair, and replacement of privately-owned equipment. The agency will not reimburse the employee for such costs, including broadband.

The EPA may not reimburse employees for the utility costs (e.g., heating, air conditioning, lighting, and the operation of government-furnished computers) for AWLs. Utility costs include the monthly service charges for telephone or specific telephone charges. Teleworking employees should use agency meeting and conferencing tools, communication options like EC-500, or government-issued mobile phones to conduct official government business with customers and contacts in other locations. The agency will also not reimburse employees for miscellaneous office supplies. Employees requiring pens, paper, paper clips, notebooks, etc., may use the supplies provided by the agency; however, there should be no expectation of reimbursement for items purchased or for the agency to ship goods to an employee's AWL.

For employees working at an AWL outside of the LCA, the agency is responsible for service and maintenance of GFE. In cases where GFE needs repair and upgrade, the agency will make all reasonable efforts to initiate repairs and upgrades remotely. However, should on-site assistance be required, employees must either return to their regular office or worksite or make other arrangements with their supervisor to ensure repairs and upgrades can be made expeditiously. In consultation with the employee, supervisors or managers will make determinations over questions such as the employee's duty status, appropriate work assignments and potential temporary equipment during the interim period between when repairs and upgrades are required and when they are completed.

Note: Consistent with the agency's Records Management Policy, official agency business should first and foremost be done on official EPA information systems. The Federal Records Act prohibits the creation or sending of a federal record using a non-EPA electronic messaging account unless the individual creating or sending the record either: (1) copies their EPA email account at the time of initial creation or transmission of the record, or (2) forwards a complete copy of the record to their EPA email account within 20 days of the original creation or transmission of the record.

XIX. INFORMATION SECURITY

The EPA Chief Information Officer issues and maintains information security directives for protecting EPA information and information systems to include when users are teleworking and accessing systems remotely. These directives outline the responsibilities of each program office, region or other organization, and users in protecting EPA systems and information. Other pertinent supporting information security directives may be issued by users' program offices, regions, or other organizations.

Users agree their responsibilities, described in the agency's information security directives, apply while on telework status. Teleworkers must minimize security risks to all agency information and systems.

The AWL workplace and workstation and other devices used with agency information must be configured to ensure all agency information in any form or format is properly protected at all times and in accordance with all agency directives.

XX. RECORDS MANAGEMENT

When working at an AWL, agency employees must continue to comply with the agency's records management policy and any other applicable policies related to using, creating, maintaining, and disposing of records. Employees shall also comply with the Federal Records Act, Freedom of Information Act, the terms of any litigation hold, discovery in litigation, and any requests for records by the Office of the Inspector General. Any record removed from the regular office or worksite for telework assignments remains the property of the agency and any information generated from telework assignments is the property of the agency. Employees are responsible for maintaining the integrity of their records and for producing records on demand.

Disposal of Telework Program Records: EPA Records Schedule 0039, Alternate Worksite Records, authorizes the disposal of records related to requests or applications to participate in an alternate worksite program (i.e., telework). This includes agreements between the agency and an employee, records relating to the safety of the worksite, the installation and use of equipment, hardware and software, and the use of secure, classified information or data subject to the Privacy Act.

XXI. POLICY UPDATING PROVISION

In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and Budget, OPM, the Federal Emergency Management Agency, the National Archives and Records Administration, and the GSA. The AA for OMS may also re-delegate the authority to update the policy to the director of the Office of Human Resources. This authority also may be re-delegated further as appropriate.

XXII. WAIVER

Any request to waive the requirements of this policy must be submitted in writing by the AA/RA (or designee) and approved by the OMS AA (or designee).

XXIII. MATERIALS SUPERSEDED

EPA Order 3110.32, *Telework Policy* (July 28, 2020).

XXIV. REFERENCES

1. The Telework Enhancement Act of 2010
2. Public Law 106-346, § 359: Requires all Executive agencies to establish telework policies
3. Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630: Requires funds be set aside for Executive agency employees to use telework centers
4. 5 USC 65: Telework
 - a) 5 CFR 351.203: Definitions
 - b) 5 CFR Part 530: Pay Rates and Systems (General)
 - c) 5 CFR Part 531: Pay Under the General Schedule
 - d) 5 CFR Part 550: Pay Administration
 - e) 5 USC Section 5305(i): Special Pay Authority-New Official Duty Station

- f) 5 USC 5702: Per diem; employees traveling on official business
 - g) EPA Delegation 1-17 A (September 13, 2011) *Domestic Travel*.
 - h) EPA HR Bulletin number 08-006B (September 30, 2008) *Time Reporting Codes (TRCs) for Certifying Time and Attendance for Employees in EPA's Flexiplace (Telework) Program*
5. *Guide to Telework in the Federal Government* (April 2011), OPM
 6. *Governmentwide Dismissal and Closure Procedures* (November 2018), OPM
 7. *Additional Guidance on Post-Reentry Personnel Policies and Work Environment* (July 23, 2021), OPM

XXV. APPENDICES

- Appendix A: Telework Agreement
- Appendix B: Safety Checklist
- Appendix C: Annual Recertification
- Appendix D: Telework Discontinuation
- Appendix E: Notification of Ineligibility

**Environmental Protection Agency
Collective Bargaining Agreement(s) –
Telework Provisions**

March 8, 2022

**Telework Policy for U.S. Environmental
Protection Agency and Engineers and Scientists of
California, Local 20 (“ESC”), National
Association of Independent Labor, Local 9
 (“NAIL”), and National Association of
Government Employees Locals R1-240 and R5-55
 (“NAGE”)**

**U.S. ENVIRONMENTAL PROTECTION AGENCY
TELEWORK POLICY**

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Telework Policy

I. PURPOSE

The Telework Enhancement Act of 2010 requires the head of each executive agency to establish a telework policy for eligible employees. A successful telework program can yield many benefits, including cost savings, increased productivity and performance, enhanced recruitment and retention, heightened employee morale, improved emergency preparedness and reduced energy use.

II. SCOPE

This policy addresses regular, situational, and medical telework. It also addresses telework when used to accommodate employees with disabilities under the agency's reasonable accommodation process. Generally, employees covered by this policy are expected to report to the agency worksite at least twice in a biweekly pay period. This policy covers U.S. Environmental Protection Agency employees, supervisors, and managers in the competitive, excepted, and Senior Executive Service. This policy also covers Public Health Service Officers, Schedule C, Administratively Determined employees and non-EPA employees serving on Intergovernmental Personnel Act assignments to the EPA. This policy does not cover employees of the Office of Inspector General or agency employees on details or Intergovernmental Personnel Agreements (IPA) to other agencies, departments, or organizations.

Portions of this policy may allow for full-time telework on a temporary basis (except in the case of telework as a reasonable accommodation when a determination is made full-time telework without time limits is appropriate under the EPA's separate reasonable accommodation process). For telework arrangements where the employee is not expected to report to the agency worksite on a regular and recurring basis (i.e., does not meet the two times per biweekly pay period requirement nor a temporary full-time telework arrangement) please refer to the agency's remote work policy.

When this policy and a collective bargaining agreement conflict, the Collective Bargaining Agreement (CBA) shall govern unless the parties mutually agree otherwise.

III. POLICY

The EPA supports the use of telework. The eligibility of employees to participate in telework is based on: 1) the extent they have sufficient portable work to support the requested telework schedule; and 2) the employee meeting the eligibility requirements outlined in this policy. Since telework requires collaboration between management and employees, both parties have responsibilities in its successful implementation and operation. An employee's participation in telework is voluntary. Teleworkers will receive the same treatment and opportunities as non-teleworkers (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.) and are expected to perform and accomplish all assignments and tasks associated with their position, whether in the office or on an approved telework agreement.

IV. DEFINITIONS

Telework – An arrangement where eligible employees perform the duties and responsibilities of their position during regular, paid hours from an approved worksite other than the official worksite (e.g., home or telework center).

Alternative Work Location or Alternative Worksite (AWL) – The AWL is an approved work location other than the employee’s official worksite. An AWL will generally be an employee’s residence or other approved worksite and will generally be within the local commuting area, such as a facility established by state, local, or county government or private organization for use by teleworkers. Employee requests to work at an AWL outside of the local commuting area may be approved by the appropriate approving official as noted in section VI.

Local Commuting Area – The geographic area usually constituting one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities where people live and can reasonably be expected to travel back and forth daily to their official worksite.

Portable Work – Work normally performed at the employee’s official worksite but can be performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA’s mission. Such work is part of the employee’s regular assignments and does not involve a significant change in duties or the way the assignments are performed without supervisory approval.

Official Worksite – The official location of an employee’s position of record as determined under 5 CFR 531.605. Official worksite is the “official duty station” as the term is used in Title 5, United States Code, Section 5305(i).

Position of Record – An employee’s official position defined by grade, occupational series, employing agency, law enforcement officer status and any other conditions determining coverage under a pay schedule (other than official worksite), as documented on the employee’s most recent Notification of Personnel Action (Standard Form 50 or equivalent) and current position description, excluding any position where the employee is temporarily detailed.

Official Agency Worksite – The office (program, region, lab, HR Shared Service Center) where the employee reports on a regular and recurring basis, receives direction, or returns to if the supervisor recalls the employee or terminates the telework agreement.

Telework-Ready Employee – Any employee who has a telework agreement currently in effect, authorizing any type of telework.

V. ROLES AND RESPONSIBILITIES

EPA Telework Managing Officer (TMO): The Assistant Administrator for the Office of Mission Support (or designated representative) shall serve as the TMO. The TMO serves as the primary telework point of contact between the agency and the Office of Personnel Management. The TMO is responsible for overall policy development and implementation of the agency’s telework policy and programs and serves as an advisor for agency leadership on the full range of telework issues as well as a resource for managers and employees.

Agency Telework Coordinator: The Office of Human Resources in the Office of Mission Support

executes the duties of the agency telework coordinator, who is responsible for overseeing the agency telework program, identifying issues as necessary and ensuring any necessary training is provided as required.

Program/Regional Office Telework Coordinators: Are responsible for ensuring all participants are aware of their responsibilities, have taken appropriate training, and have agreements in place. Upon request, these telework coordinators are required to provide participation data including documented approvals and disapprovals to allow monitoring of the program.

Assistant Administrators, the Chief Financial Officer, the Chief of Staff to the Administrator, the General Counsel, and Regional Administrators or their equivalents or designated representatives:

These executives are responsible for selecting program/regional office telework coordinators and may assign and locate telework coordinator duties anywhere in their respective organizations. However, if a manager does not designate a telework program coordinator, they must ensure the telework program coordinator's responsibilities are appropriately delegated to and performed by one person who will serve as a point of contact for the agency's telework coordinator.

EPA Human Resources Shared Service Centers: HR SSCs are responsible for ensuring all position descriptions are checked for telework eligibility prior to initiating recruitment and reassignment actions and are so noted in job advertisements.

Supervisors and Managers: Supervisors and managers are responsible for the overall management of teleworking within their work units, including:

- Working with their regional human resources officer, HR SSC, and program management officer to identify positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements;
- Approving or disapproving new or revised requests to telework in accordance with this policy and within a reasonable timeframe (i.e., normally within 5 work days). In cases of disapproval, providing the rationale to the employee in writing;
- Reviewing and recertifying employee telework agreements when revisions are necessary.
- Overseeing day-to-day telework operations, modifying individual telework agreements to meet mission needs, accomplish workload, or changing circumstances, and maintaining records and information necessary for evaluation of the program;
- Ensuring teleworkers agree to comply with all existing security policies and procedures, regarding IT security, personally identifiable information and confidential business information;
- Ensuring proper use of appropriate telework time reporting codes to document hours teleworked; and
- Monitoring performance by ensuring appropriate management controls are in place before employees begin telework assignments. Teleworkers and non-teleworkers are treated identically for the purposes of monitoring and assessing job performance; however, supervisors and managers may need to utilize different mechanisms for communicating with teleworking employees.
- Supervisors should complete the appropriate process for performance or conduct issues prior to considering revoking an employee's telework agreement in accordance with this policy.

Employees: Employees are responsible for the following:

- Completing a telework agreement and waiting for approval from their supervisor prior to

- teleworking;
- Performing an assessment of the AWL and answering the required questions on the Self-Certification Safety Checklist;
 - Adhering to the telework policy, procedures, terms and conditions of the approved telework agreement;
 - Complying with EPA policies for information technology security and use of government equipment/materials;
 - Notifying their supervisor if modifications are necessary or potentially necessary to their telework agreement;
 - Working with their supervisor to recertify the telework agreement when revisions are necessary.
 - Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g., Teams, etc.) in order to communicate with their supervisor, to be accessible to co-workers and customers, and overcome problems or obstacles as they occur.
 - Complying with all existing agency security policies and procedures, including those relating to personally identifiable information and confidential business information;
 - Being prepared to telework in the event OPM or the agency announces changes to its operating status, including changes to dismissal and closure procedures;
 - In coordination with supervisors, planning ahead, including taking any necessary equipment (e.g., laptops) home prior to a forecasted weather event; and
 - Make reasonable efforts to arrange dependent or elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL, and/or requesting leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities.

VI. TYPES OF TELEWORK

Supervisors and managers may authorize the following types of telework based on their work-related needs:

Regular/Routine Telework: Under this type of telework, employees may request approval to perform their duties at an AWL on a regular and recurring basis, on predetermined days each pay period. Regular telework will typically be on the same days each pay period. However, managers may authorize adjustments when requested, as long as the schedule provides for reporting to the office at least 2 days per pay period.

As noted in section IV, AWLs are typically located within the LCA. However, supervisors or managers can approve regular telework for employees outside the LCA if it will not hinder the employee's ability to report to the official worksite at least two (2) days per period. Supervisors and managers should use good judgment but should remember employees may be recalled to the official worksite with at least 48 hours' notice based on mission needs. There are exceptions for approving AWLs outside the LCA. Please see the section on situational telework for guidance.

Situational Telework: This type of telework is limited in duration on a non-routine, occasional, emergency, or ad hoc basis, as opposed to a regular telework schedule as defined above. Situational telework cannot be used in a routine manner to extend an employee's regular telework schedule. An employee must have an approved situational telework agreement in place and notify their supervisor in advance, if feasible, each time they wish to telework. An employee may be approved for both situational

and regular telework.

Supervisors or managers may approve temporary situational telework arrangements at an AWL outside of the local commuting area even if the employee isn't able to report 2 times a pay period. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

The temporary exception should generally be used in cases where: (1) the employee is expected to return to work at the official worksite in the near future; or (2), the employee is expected to continue teleworking but will be able to report to the regular worksite at least 2 times per biweekly pay period. Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition.
- Emergency situations preventing the employee from regularly commuting to the official worksite, such as a severe weather emergency or a pandemic health crisis.
- An extended period of approved absence from work (e.g., paid leave).
- When the employee is in temporary duty travel status away from the official worksite.
- When an employee is temporarily detailed to work at a location other than a location covered by a telework agreement.
- As a flexibility to facilitate a work/life balance for employees.

Unscheduled Telework: This type of telework is not scheduled in advance but is performed when the agency announces changes to its operating status, including changes to dismissal and closure procedures pursuant to OPM or local management operating status announcements. Any telework-ready employee must perform unscheduled telework to the extent possible or take appropriate leave. In unique situations such as lack of electricity, infrastructure disruptions, or connectivity issues at the AWL, the employee should contact their supervisor as soon as possible to request weather and safety leave.

Medical Telework: Allows for the continued accomplishment of agency work while an employee has a medical condition certified by an appropriate medical provider not affecting the employee's ability to perform their regular work assignment at an AWL. The initial telework arrangement is valid for up to 90 calendar days (depending on the medical documentation) and may be extended in 90-calendar day increments if the medical certification justifies such at each extension (i.e., medical documentation must be submitted every 90 calendar days if warranted). This type of telework may be the equivalent of full-time, but it is a temporary telework arrangement and. Medical documentation justifying the need for medical telework must be provided to the supervisor. Also, a telework agreement and a safety checklist must be submitted and approved by the supervisor prior to the arrangement.

Please note, medical telework is not the same as telework as a reasonable accommodation. Medical telework is a temporary arrangement whereas telework as a reasonable accommodation is not subject to time limits if the condition justifying the arrangement persists. Please see the section on reasonable accommodation below.

In limited circumstances for medical telework, supervisors may approve employees to work at an AWL outside the local commuting area. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

Official Worksite for Pay Purposes: Generally, if the employee does not physically report to the official worksite at least twice each biweekly pay period, their duty station will change to the AWL

and locality pay may be impacted. (5 CFR 531.605). An exception to this requirement is not appropriate in all time-limited situations as addressed above. If a supervisor has questions about the designation of the official worksite, they should consult their local telework coordinator or the national telework coordinator in the Office of Human Resources.

Dependent and Elder Care: Telework may be used as a flexibility to help employees with dependent or elder care responsibilities meet their family obligations and work responsibilities. However, it is not appropriate to use telework if the employee is unable to work due to dependent or elder care responsibilities. If dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL, they must arrange for dependent or elder care. The employee must request leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities. If appropriate and an option, employees may also consider requesting an Alternative Work Schedule (i.e. flexible work schedule or a compressed work schedule) to provide additional assistance with meeting their biweekly work requirement. Work Schedules is addressed in a separate policy from telework, so employees should consult the agency's work schedules policy or applicable CBAs for more information.

Example 1: An employee has children in the home on a regular or situational telework day due to a school closure. Other than general oversight and occasional brief breaks to tend to family matters, the employee is able to complete work assignments during the daily tour of duty. Leave or work schedule adjustments aren't necessary.

Example 2: An employee has children in the home on a regular or situational telework day due to a school closure. One child needs more than minimal assistance with a school assignment during the employee's tour of duty. The employee will need to take leave or adjust their work schedule for the time they were unable to work.

Example 3: An employee requested a temporary AWL at their parent's residence so they can help their father provide assistance to their mother post-surgery. The employee may telework when not providing care for their mother and must take leave or adjust their work schedule when taking her to doctor appointments or caring for her when the father must run errands or needs a break during the employee's tour of duty.

Reasonable Accommodation under the Telework Program: Telework is an available way to accommodate qualified employees with disabilities under the agency's reasonable accommodation process. Employees seeking to telework as a reasonable accommodation should contact their immediate supervisor or the national or local reasonable accommodation coordinator. Employees teleworking as a reasonable accommodation will follow the general requirements contained in this policy to the extent such requirements are consistent with the reasonable accommodation. Employees must, at a minimum, submit a telework application, training certificate, and safety checklist. Employees approved to telework as a reasonable accommodation are required to have a valid, signed telework agreement.

EPA Continuity of Operations Plan: Telework is an important part of the agency's COOP. It enables employees to work from AWLs during emergencies such as a natural disaster, a terrorist attack, disruption to facilities or a pandemic health crisis. It is a key tool in continuing the agency's vital role in the federal government in the face of an emergency. In such an emergency, any employee—with or without a telework agreement—may be required to telework. (Note: during any period the EPA is operating under a COOP, the COOP shall supersede this policy.)

VII. PORTABLE WORK: DESIGNATING AND NOTIFYING EMPLOYEES

Although most positions may be suitable for telework, not all aspects of all jobs can be performed effectively at an AWL and therefore, be considered portable. Also, the portability of an employee's work can change over time due to project or mission needs. Each supervisor must identify the positions within their organization eligible for telework based on this policy and those not eligible, and notify each employee, including newemployees, of their eligibility to telework based on the portability of their work. Supervisors must use the notification memorandum (Appendix E) to notify employees of their ineligibility, if applicable. No notification is required if the employee is eligible to participate in telework. Supervisors are also responsible for working with their HR SSC to identify new positions or portions of positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements.

Work Suitable for Telework: Portable work performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA's mission. Work suitable for telework depends on job content, rather than job series or title, type of appointment, or work schedule.

Employees may have some duties suitable for telework and others not suitable. For these employees, supervisors will need to determine how many days per pay period an employee is eligible to work at an AWL as part of regular telework.

Duties Not Suitable for Telework: Work that isn't portable can't be performed at another location with equal effectiveness. Examples of duties not suitable to be performed away from the agency worksite include, but are not limited to, the following:

- Requiring frequent in-person contact with the supervisor, colleagues, clients, or the general public in order to perform their job effectively. These duties cannot otherwise be achieved by e-mail, telephone, video calls, collaboration technology, or other electronic means;
- Accessing classified information or a classified installation [including those materials subject to a written policy, at the government, agency or organizational level, restricting use/access outside of a specific government installation or area within a government installation];
- Involving the construction, installation, maintenance, or repair of EPA facilities;
- Involving the physical protection of EPA facilities or employees; or
- Involving other physical presence/site-dependent activity (e.g., emissions testing, laboratory trials).

VIII. EMPLOYEE ELIGIBILITY REQUIREMENTS

Basic Eligibility Requirements: An EPA employee may be authorized to telework if:

- The employee has sufficient portable work for the amount of telework requested;
- The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work;
- The employee agrees to return to the agency worksite on a telework day if required to do so by their supervisor with at least 48 hours' notice;
- The employee continues to comply with the terms of their written and approved telework agreement; and
- Arrangements are in place for dependent/elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL.

Employees may not telework work if:

- The employee has been officially disciplined (i.e. a disciplinary action that results in the placement of a document in an employee's official personnel file) for being absent without permission for more than five days in any calendar year;
- The employee has any documented performance or conduct deficiencies related to telework within the preceding 12 months, such as letters of reprimand, or leave restrictions;
- The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties; or
- The employee has been officially disciplined for misuse of a government computer in the preceding 12 months.

IX. TELEWORK TRAINING

Standardized training sessions for supervisors and employees will be jointly developed by the unions and management on the basics of telework to ensure a common understanding of its requirements. Participating employees must complete the agency-approved training and obtain a certificate of training before participation. The employee's record of the required training must be attached to the telework agreement. Supervisors or managers must also complete agency-approved telework training and obtain a certificate of training.

X. ESTABLISHING THE TELEWORK AGREEMENT

Regular and Situational Telework: The following actions are to be taken when establishing a regular or situational telework agreement:

- The employee submits a completed application to their immediate supervisor;
- The employee and supervisor discuss the proposed telework agreement and the type of work to be completed by the employee at an AWL;
- If a suitable arrangement is reached, the employee completes the application/agreement, safety checklist and the required training. Once all requirements are completed, the telework agreement is signed and dated by the employee and supervisor;
 - A separate agreement for each telework episode is not necessary if the employee has signed an agreement to telework;
- Employees may request more than one AWL. Employees requesting to work at an alternate work location not previously approved must submit a telework agreement and checklist for the new location to the supervisor for approval.
- Employees are to obtain information and implement all procedures for accessing the secured operations of the agency worksite; and
- If the AWL is a telework center, arrangements must be made by the employee's organization to cover costs of using the center and to reserve a workstation for the employee.

Medical Telework: Medical telework may be authorized for up to 80 hours per pay period for up to 90 calendar days. After 90 calendar days, a medical telework agreement may be extended for additional 90-calendar day periods if the additional medical certification justifies such at each extension (i.e., every 90 calendar days).

The following actions are to be taken when establishing a medical telework agreement:

- The employee must submit a written statement from a licensed physician or other licensed healthcare practitioner:
 - Providing a description of the medical condition necessitating the telework arrangement;
 - Summarizing the prognosis, including the expected return-to-work date, and, as appropriate, discussing medical management—including how the temporary medical condition might interrupt the employee's work schedule;
 - Listing restrictions necessary for work performed at the AWL, if applicable;
 - Stating the employee is able to perform the duties of the position at an AWL; and
 - Describing the benefit to the employee's medical condition from working at an AWL, or the reduction of health risks to other employees, if any, derived from this arrangement.
 - Generally, the information provided will be sufficient for the supervisor to make a decision on the request for medical telework; however, management reserves the right to seek additional information if needed per 5 CFR § 339.102–104.
- Based on the employee's condition, the supervisor may grant the employee sick leave or approve a combination of sick leave and telework to cover the situation.
- Medical telework is appropriate for employees with non-work-compensable injuries. Employees with work compensable injuries will be managed under applicable workers' compensation regulations.

XI. TELEWORK AGREEMENTS

The telework agreement covers the terms and conditions of the telework arrangement. It also constitutes an agreement by the employee to adhere to applicable guidelines and policies. The telework agreement includes items such as the voluntary nature of the arrangement; duration of the telework agreement; hours and days of duty at each work location; leave approval and requests for overtime and compensatory time; performance requirements; and proper use and safeguards of government property and records. When any significant aspect of the work agreement changes (e.g., position, work assignment, alternate work location, etc.), the employee and supervisor will reassess the employee's work in accordance with this policy to determine telework suitability and continued approval.

Employees may have a telework agreement that allows them to telework from an AWL part of their day and work in an official agency worksite part of their day (split-day) as long as they comply with relevant authorities on work schedules and leave.

Employees designated for COOP purposes may be required to telework, irrespective of telework status/agreement.

The supervisor must retain a copy of the signed telework agreement and a copy must be provided to the employee. A copy of the signed telework agreement must also be provided to the appropriate telework coordinator who is responsible for maintaining telework records in the organization.

XII. TIME, ATTENDANCE AND OTHER MISCELLANEOUS ISSUES

Recording Telework Hours and Control of Time and Attendance: Proper recording, monitoring and certification of employee work time are critical to the success of the program. Employees are responsible for recording all telework time into the time and attendance system using the appropriate telework time reporting codes.

Telework Time Reporting Codes: The time reporting codes all teleworking employees must

use to document and certify their work hours are provided below. There are separate TRCs for regular, situational/episodic, medical and unscheduled telework as well as for overtime telework and telework as a reasonable accommodation. EPA's approved TRCs are as follows:

- a. **TMREG:** Telework Medical Regular;
- b. **TOHRW:** Telework Overtime Hours;
- c. **TWRAC:** Telework for Reasonable Accommodation;
- d. **TREGW:** Telework Regular Hours;
- e. **TWCTU:** Telework Comp Time Used;
- f. **TWCTE:** Telework Comp Time Earned;
- g. **TWEHR:** Telework Episodic Hours (for situational/episodic); and
- h. **TWUSH:** Telework – Unscheduled.

Hours of Duty and Work Schedules: Employees who telework will maintain a single type of schedule (e.g., compressed, flexible work schedule) whether at the Official Agency Worksite or the AWL. Unstructured arrangements where employees work at the AWL without prior supervisory approval are not permitted. Employees should refer to the agency's work schedules policy or applicable CBA for more information.

Overtime during Telework - Eligibility Requirements: Just as at the Official Agency Worksite, overtime work conducted at an AWL must be approved in advance; overtime work not ordered and approved in advance by the supervisor, in writing, will not be compensated. Detailed information on overtime can be found in the *EPA Pay Administration Manual* (EPA Order 3155) and applicable CBAs.

Workers' Compensation: Employees who telework are covered by the Federal Tort Claims Act or the Federal Employees Compensation Act and qualify for continuation of pay for workers' compensation for injuries sustained while performing their official duties. For this reason, it is vital a specific AWL be approved in advance and adhered to by the employee.

The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, specifically whether the event occurred at the agency worksite or at an AWL during official duty. Typically, supervisors or managers are not present when an employee sustains an injury. Employees, in all situations, bear responsibility for informing their immediate supervisor of an injury at the earliest time possible, seeking appropriate medical attention and filing the appropriate workers' compensation claim form.

Telework arrangements can also result in employees who are currently receiving continuation of pay or worker's compensation returning to work, thus taking them off the workers' compensation rolls. Supervisors may be able to find work such employees are able to perform at home or restructure existing work so some of it may be completed at home.

Requirement to Return to the Agency Worksite on a Scheduled Telework Day: Teleworking employees working at an AWL may be recalled to the Official Agency Worksite as a last resort to meet time-critical mission, staffing, and workload requirements that cannot be performed at the AWL and cannot be re-scheduled. Under these rare circumstances, the supervisor shall notify the employee as early as possible, but not less than 48 hours in advance, if they are subject to a recall to the Official Agency Worksite in an effort to provide the employee sufficient time to make necessary arrangements.

A supervisor may, on rare occasions, recall an employee to their Official Agency Worksite with fewer than 48 hours notice when the purpose of the recall is unforeseeable and essential for the agency to meet

its mission.

If an employee is required to be at the Official Agency Worksite on a regularly scheduled telework day, the employee may request, and the supervisor may approve, a situational telework day in the pay period.

Monitoring Performance: GAO guidelines require agencies to establish a method providing the supervisor with reasonable assurance employees are working when scheduled. Appropriate management controls and reporting procedures must be in place before employees begin teleworking. Teleworkers and non-teleworkers shall be treated identically for the purposes of monitoring and assessing job performance by the following methods:

- i. Supervisory telephone calls, video calls, or e-mail messages to an employee during times the employee is scheduled to be on duty; and
- ii. Use of performance management systems, including regular workload/accomplishments reports for teleworking and non-teleworking employees, to determine reasonableness of work output for time spent, project schedules, key milestones, quality of the work performed, and team reviews.

Routine performance monitoring will not include use of video or audio recording of employee activities at their work stations, keystroke counting, or monitoring of “availability” status on Teams.

XIII. EMERGENCIES: UNSCHEDULED TELEWORK/DISMISSALS/CLOSURES

Unscheduled Telework/Closures: In the event of an unexpected office closure, telework-ready employees already scheduled to telework on the closure day are required to do so. Telework-ready employees not scheduled to telework on the closure day but scheduled to work at the official duty location are required, in coordination with their supervisor, to utilize unscheduled telework to the maximum extent possible. If necessary, (e.g., there is insufficient portable work) the employee’s supervisor may grant an appropriate category of administrative leave (e.g., weather and safety) to cover all or a portion of the scheduled workday.

Employees who are required to work during their regular tour of duty on a day when federal offices are closed to the public (or during delayed arrivals or early dismissals) are not entitled to overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours. Employees reporting to an AWL other than the employee’s primary residence during the workweek will follow the closure or dismissal procedures of the AWL.

Late Arrivals/Early Dismissals at the Agency Worksite: When the agency announces early closure of or late arrival to the agency worksite, telework-ready employees already scheduled to telework on the early closure or late arrival day are required to telework their regularly scheduled non-overtime hours to the maximum extent possible. Telework-ready employees not scheduled to telework on the early closure or late arrival day will be required to utilize unscheduled telework to the maximum extent possible. If necessary (e.g., there is insufficient portable work), the employee’s supervisor may grant an appropriate category of administrative leave (e.g., weather and safety) for their regularly scheduled non-overtime hours when the agency worksite is closed. Early release for the holidays must be granted to those on telework to the same extent as granted to those employees working at the agency worksite.

Unscheduled Telework Announced: In the event the regular office/worksite is open, but there is an announcement of the option for unscheduled telework, telework-ready employees not otherwise scheduled to telework may telework, come into the regular office/worksite or use annual leave,

credit hours, or other appropriate leave.

Other Emergencies or Disruptions to the Agency Worksite: In the event of a disruption to normal office operations (e.g., national or local emergency, emergency event involving inclement weather, or any situation with the potential to disrupt normal office operations), employees approved for regular and situational telework are expected to telework to the extent possible if instructed by the supervisor to do so. InCOOP situations, telework may be required.

General Provisions: It is recommended supervisors and employees coordinate in advance if there is an anticipated event with the potential to disrupt normal office operations to ensure employees have portable work and the necessary equipment to telework during a agency worksite closure to the extent possible.

As with scheduled telework, an employee performing unscheduled telework must have portable work to perform throughout the workday when teleworking. An employee who does not have enough portable work may report to the agency worksite if it is open; may contact their supervisor for additional work; may request annual leave, credit hours, or other appropriate leave; or may adjust their work schedule (if applicable).

When severe weather or other circumstances prevent work at the AWL (e.g., loss of electricity, employee must evacuate, infrastructure/connectivity and child/elder care issues) or there is a lack of portable work as determined by the supervisor, and the agency worksite is closed to employees, a telework-ready employee may be granted an appropriate category of administrative leave (e.g., weather and safety) by their supervisor.

XIV. MODIFICATION AND TERMINATION OF THE TELEWORK AGREEMENT

Telework is a voluntary program and not an employee entitlement. Employees who telework do not have an automatic right to continue teleworking. Telework agreements may be modified, adjusted or terminated at any time by management based upon an employee's failure to adhere to telework requirements or based upon any other consideration affecting employee eligibility under this policy. Telework agreements may also be modified, adjusted or terminated at any time when requested by the employee. Participation in telework will be terminated if the employee no longer meets the eligibility criteria. Before removing an employee from telework for performance or conduct issues, supervisors will complete the necessary processes to address the issues and consult their servicing labor and employee relations office for guidance.

Management shall provide sufficient notice (typically at least one full pay period when feasible) before terminating a telework agreement to allow the affected employee to make necessary arrangements. The reason for termination will be documented, signed by the supervisor, manager and/or approving official, and furnished to the affected employee and the servicing labor and employee relations office. The servicing labor and employee relations office will notify the president of any applicable union of the name of the employee and the reason(s) for the termination. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect. An employee whose telework agreement was terminated may re-apply for telework.

When any significant aspect of an employee's work changes (e.g., position, work assigned, AWL), the supervisor will reassess the portability and suitability of employee's work for continued telework approval.

An employee may withdraw an application for telework, or terminate an approved telework agreement, at any time without prejudice, and return to the agency worksite. The employee must

notify the supervisor in writing, and the supervisor should in turn acknowledge the employee's notice in writing, to prevent misunderstandings about work location.

XV. REPORTING

As OPM and other federal organizations seek telework reports, the agency's TMO and agency telework coordinator will serve as the primary liaisons between EPA, OPM and other federal organizations. EPA's telework coordinator will serve as the agency's central coordinating point and will work with telework coordinators across the agency to prepare comprehensive telework information.

XVI. FACILITIES AND EQUIPMENT

Alternative Work Location Office Space: Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, employees should have adequate internet speed and be able to easily access the intranet, agency systems, communicate by telephone, email and established collaboration tools (currently Microsoft O365 suite) with the supervisor, coworkers and serviced clients when working from their AWL. In addition, employees are responsible for verifying and ensuring their work areas comply with health and safety requirements (see the "*Employee Self-Certification Safety Checklist*"). Home work areas must be clean and free of obstructions, and free of hazardous materials. An employee's request to telework may be disapproved or rescinded based on documented safety problems or the presence of hazardous materials.

A supervisor or designated safety official may inspect the AWL for compliance with health and safety requirements in the very rare circumstance that this may be deemed appropriate. The need for a scheduled site visit by the supervisor or designated safety official to the employee's AWL during work hours may occur only in very rare circumstances where an employee's compliance with health and safety requirements raises reasonable concerns substantiating the need, and only after the supervisor receives concurrence from the servicing LER specialist or other human resources official and provides notice to the employee's representative union, if applicable.

Agency Worksite Space Sharing: If management seeks to implement any space-saving initiatives, they will notify the unions and bargain to the extent required by CBAs, local agreements, applicable law, rule and regulation. Such space-saving options will be based on space availability and may include shared workstations, smaller workstations or unassigned touchdown/hoteling situations.

If an employee ceases to telework, the employee will be assigned to an office space similar or equivalent to the office they had before any space-saving initiatives were implemented.

Government-Furnished Equipment: The agency is under no obligation to provide GFE to its employees solely for the purpose of teleworking, but most employees will receive a government-issued laptop at a minimum. Supervisors may authorize the purchase and distribution of additional equipment or supplies (e.g. printers, printer cartridges, monitor, etc.) for the individual teleworker where legally permissible, as necessary, and if budget permits.

Employees who have an agency-issued laptop or mobile phone assigned to them may use such equipment while teleworking and shall take reasonable safeguards against theft and damage when they do so.

All agency-issued equipment and supplies remain the property of the agency and the EPA remains responsible for service and maintenance of the equipment. The EPA is also under no obligation to service or maintain equipment belonging to the employee, even if the employee uses it for agency work.

If an employee furnishes their own equipment/workstation at the AWL, the government will not reimburse the employee for the purchasing costs of the equipment/workstation. In addition, the employee is responsible for the maintenance, repair and replacement of privately-owned equipment. The agency will not reimburse the employee for such costs, including broadband.

The EPA may not reimburse employees for the utility costs (e.g., heating, air conditioning, lighting and the operation of government-furnished computers) for AWLs. Utility costs include the monthly service charges for telephone or specific telephone charges. Teleworking employees should use agency meeting and conferencing tools, communication options like EC-500, or government-issued mobile phones to conduct official government business with customers and contacts in other locations. The agency will also not reimburse employees for miscellaneous office supplies. Employees requiring pens, paper, paper clips, notebooks, printer cartridges, etc., may use the supplies provided by the agency; however, there should be no expectation of reimbursement for items purchased or for the agency to ship goods to an employee's AWL.

For employees working at an AWL outside of the LCA, the agency is responsible for service and maintenance of GFE. In cases where GFE needs repair and upgrade, the agency will make all reasonable efforts to initiate repairs and upgrades remotely. However, should on-site assistance be required, employees must either return to their agency worksite or make other arrangements with their supervisor to ensure repairs and upgrades can be made expeditiously. In consultation with the employee, supervisors or managers will make determinations over questions such as the employee's duty status, appropriate work assignments and potential temporary equipment during the interim period between when repairs and upgrades are required and when they are completed.

Note: Consistent with the agency's Records Management Policy, official agency business should first and foremost be done on official EPA information systems. The Federal Records Act prohibits the creation or sending of a federal record using a non-EPA electronic messaging account unless the individual creating or sending the record either: (1) copies their EPA email account at the time of initial creation or transmission of the record, or (2) forwards a complete copy of the record to their EPA email account within 20 days of the original creation or transmission of the record.

XVII. INFORMATION SECURITY

The EPA CIO issues and maintains information security directives for protecting EPA information and information systems to include when users are teleworking and accessing systems remotely. These directives outline the responsibilities of each program office, region or other organization, and users in protecting EPA systems and information. Other pertinent supporting information security directives may be issued by users' program offices, regions or other organizations.

Users agree their responsibilities, described in the agency's information security directives, apply while on telework status. Teleworkers must minimize security risks to all agency information and systems.

The AWL workplace and workstation and other devices used with agency information must be configured to ensure all agency information in any form or format is properly protected at all times and in accordance with all agency directives.

XVIII. RECORDS MANAGEMENT

When working at an AWL, agency employees must continue to comply with the agency's records management policy and any other applicable policies related to using, creating, maintaining and disposing of records. Employees shall also comply with the Federal Records Act, Freedom of

Information Act, the terms of any litigation hold, discovery in litigation and any requests for records by the Office of the Inspector General. Any record removed from the agency worksite for telework assignments remains the property of the agency and any information generated from telework assignments is the property of the agency. Employees are responsible for maintaining the integrity of their records and for producing records on demand.

Disposal of Telework Program Records: EPA Records Schedule 0039, Alternate Worksite Records, authorizes the disposal of records related to requests or applications to participate in an alternate worksite program (i.e., telework). This includes agreements between the agency and an employee, records relating to the safety of the worksite, the installation and use of equipment, hardware and software, and the use of secure, classified information or data subject to the Privacy Act.

XIX. POLICY UPDATING PROVISION

In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and Budget, OPM, the Federal Emergency Management Agency, the National Archives and Records Administration, and the GSA. The AA for OMS may also re-delegate the authority to update the policy to the director of the Office of Human Resources. This authority also may be re-delegated further as appropriate.

XX. WAIVER

Any request to waive the requirements of this policy must be submitted in writing by the AA/RA (or designee) and approved by the OMS AA (or designee).

XXI. MATERIALS SUPERSEDED

- a. EPA Order 3110.32, *Telework Policy* (July 28, 2020).

XXII. REFERENCES

- a. The Telework Enhancement Act of 2010
- b. Public Law 106-346, § 359: Requires all Executive agencies to establish telework policies
- c. Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630: Requires funds be set aside for Executive agency employees to use telework centers
- d. 5 USC 65: Telework
- e. 5 CFR 351.203: Definitions
- f. 5 CFR Part 530: Pay Rates and Systems (General)
- g. 5 CFR Part 531: Pay Under the General Schedule
- h. 5 CFR Part 550: Pay Administration
- i. 5 USC Section 5305(i): Special Pay Authority-New Official Duty Station
- j. 5 USC 5702: Per diem; employees traveling on official business
- k. EPA Delegation 1-17 A (September 13, 2011) *Domestic Travel*.
- l. EPA HR Bulletin number 08-006B (September 30, 2008) *Time Reporting Codes (TRCs) for Certifying Time and Attendance for Employees in EPA's Flexiplace (Telework) Program*
- m. *Guide to Telework in the Federal Government* (April 2011), OPM
- n. *Governmentwide Dismissal and Closure Procedures* (November 2018), OPM
- o. *Additional Guidance on Post-Reentry Personnel Policies and Work Environment* (July 23, 2021),

March 8, 2022

OPM

p. *2021 Guide to Telework and Remote Work in the Federal Government* (November 2021), OPM

XXIII. APPENDICES

- Appendix A: Telework Agreement
- Appendix B: Safety Checklist

Telework Article

Section 1. Purpose

The Telework Enhancement Act of 2010 requires the head of each executive agency to establish a telework policy for eligible employees, and the current Administration has directed federal agencies in their evaluation of the Future of Work to evaluate how telework can be a beneficial tool for agency operations and the workforce. A successful long-term telework program can yield many benefits, including cost savings, protection of environmental quality by reducing commutes and in turn reducing traffic congestion and vehicle emissions, reduction in the agency's carbon footprint, increased productivity and performance, enhanced recruitment and retention, heightened employee morale, increased work/life balance, enhanced health and safety (reduced viral transmission), additional time for focused work, and improved emergency preparedness. Use of maximum telework by EPA has enabled the Agency to continue most of its operations remotely without interruption throughout the COVID-19 pandemic. Telework and remote work can be leveraged as a tool to enhance talent recruitment and retention, and advancing diversity, equity, inclusion, and accessibility in the EPA workforce.

Section 2. Scope

- A. This Article addresses regular, situational, and medical telework for AFGE bargaining unit employees. It also addresses, but does not limit, telework when used to accommodate AFGE-represented employees with disabilities under the agency's reasonable accommodation process. Generally, employees covered by this Article are expected to report to the Official Agency Worksite at least twice in a biweekly pay period.
- B. This Article also addresses full-time telework used on a temporary basis (such as medical telework) and telework as a reasonable accommodation (telework as a fulltime accommodation is considered in the Remote Work Article and under the EPA's separate reasonable accommodation process.). With the exception of these arrangements, arrangements where the employee is not expected to report to the Official Agency Worksite on a regular and recurring basis two times per biweekly pay period are addressed in the Remote Work Article.
- C. When the Agency's policies and this collective bargaining agreement conflict, the CBA shall govern unless the parties mutually agree otherwise.

Section 3. Policy

- A. The EPA supports the use of telework for the benefit of the environment, agency operations, cost savings and work/life balance of its workforce. The extensive and successful use of telework agencywide during the COVID-19 pandemic has made telework one of the principal operating modes for the Agency and use of telework has been shown to be appropriate for a broader range of types of work than the Agency had previously used. Telework and remote work can improve the Agency's ability to recruit and retain a highly qualified and diverse workforce.
- B. The Agency's telework program has become a routine way of doing business at EPA. The eligibility of individual employees to participate in telework is based on:

1. The extent they have sufficient portable work to support a requested telework schedule; and
2. The employee eligibility requirements outlined in this article. Telework eligibility shall be based on job functions and not managerial preference.

Because telework requires collaboration between management and employees, both parties have responsibilities in its successful implementation and operation. An employee's participation in the Agency's telework program is voluntary. Teleworkers will receive the same treatment and opportunities as non-teleworkers (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.) and are expected to perform and accomplish all assignments and tasks associated with their position, whether in the Official Agency Worksite or at an approved alternative work location.

Section 4. Definitions

- A. **Telework** – An arrangement where eligible employees perform the duties and responsibilities of their position during regular, paid hours from an approved worksite (e.g., residence, telework center) other than the Official Agency Worksite.
- B. **Alternative Work Location (AWL) or Alternative Worksite** – An AWL is an approved work location other than the employee's Official Agency Worksite. An AWL will generally be a single location (e.g., a residence), a group of locations (e.g., a campus, industrial park), or other approved worksite (such as a facility established by state, local or county government or private organization for use by teleworkers) and will generally be within the local commuting area. Employee requests to work at an AWL outside of the local commuting area may be approved by the appropriate approving official as noted in section VI. An employee may have more than one approved AWL.
- C. **Local Commuting Area** – As defined in 5 CFR 351.203, the Local Commuting Area is the geographic area usually constituting one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities where people live and can reasonably be expected to travel back and forth daily to their Official Agency Worksite.
- D. **Portable Work** – Work that can be performed with equal effectiveness with respect to quality, quantity, timeliness, and other aspects of accomplishing the EPA's mission at the employee's Official Agency Worksite or at an AWL. Portable work is part of the employee's regular assignments and does not involve a change in duties or the way the assignments are performed without supervisory approval.
- E. **Official Worksite** – The official location of an employee's position of record as determined under 5 CFR 531.605. Official worksite is the "official duty station" as the term is used in Title 5, United States Code, Section 5305(i).
- F. **Position of Record** – An employee's official position defined by grade, occupational series, employing agency, law enforcement officer status and any other condition determining coverage under a pay schedule (other than official worksite), as documented on the employee's most recent Notification of Personnel Action (Standard Form 50 or equivalent) and current position description, excluding any position where the employee is temporarily detailed.

- G. **Official Agency Worksite** – The EPA office (program, region, lab, HR Shared Service Center) where the employee reports on a regular and recurring basis, receives direction, or returns to if the supervisor recalls the employee or terminates the telework agreement.
- H. **Telework-Ready Employee** – Any employee who has a telework agreement currently in effect, authorizing any type of telework.

Section 5. Roles and Responsibilities

- A. **EPA Telework Managing Officer:** The Assistant Administrator for the Office of Mission Support (or designated representative) shall serve as the TMO. The TMO serves as the primary telework point of contact between the agency and the Office of Personnel Management. The TMO is responsible for overall policy development and implementation of the Agency’s telework policy and programs and serves as an advisor for agency leadership on the full range of telework issues as well as a resource for managers and employees.
- B. **Agency Telework Coordinator:** The Office of Human Resources in the Office of Mission Support executes the duties of the agency telework coordinator, who is responsible for overseeing the agency telework program. The coordinator may periodically review telework approvals and disapprovals to ensure consistency of application, direct changes as necessary, and ensure any necessary training is provided as required. To the extent that the Agency Telework Coordinator prepares a report to OPM regarding approvals and disapprovals of OPM, the Agency will share such a report with AFGE, and the Agency commits to providing participation data to AFGE including documented approvals and disapprovals to allow monitoring of the program when such data is compiled.
- C. **Assistant Administrators, the Chief Financial Officer, the Chief of Staff to the Administrator, the General Counsel, and Regional Administrators or their equivalents or designated representatives:** These executives are responsible for selecting program/regional office telework coordinators and may assign and locate telework coordinator duties anywhere in their respective organizations. However, if a manager does not designate a telework program coordinator, they must ensure the telework program coordinator’s responsibilities are appropriately delegated to and performed by one person who will serve as a point of contact for the Agency’s telework coordinator.
- D. **Supervisors and Managers:** Supervisors and managers are responsible for the overall management of teleworking within their work units, including:
 - 1. Working with their regional human resources officer, HR SSC, and program management officer to identify positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements;
 - 2. Taking into account position eligibility for telework, work-related needs, approving or disapproving new or revised requests to telework (up to and including requests for telework wherein an employee seeks an arrangement where they report to their assigned EPA worksite at least twice in a biweekly pay period) within a reasonable timeframe (i.e., normally within 7 calendar days), and, in cases of disapproval, providing written justification to the employee;

3. Reviewing and, when necessary, recertifying employee telework agreements:
 - a. When there is a change in AWL or in-person work requirements;
 - b. Every 12 months (or less frequently, at the discretion of management); or
 - c. To synchronize annual recertifications if a particular organization's annual recertification time period is sooner than 12 months, so all employees can be recertified at the same time;
4. The supervisor shall provide the employee with a signed copy of the Telework Agreement;
5. Ensuring teleworking employees are provided the equipment necessary to successfully telework, including laptop computers and communications technology needed to communicate with supervisors and colleagues. The Agency agrees to examine the expansion of communications technology to facilitate communication with the public and will involve AFGE in that process;
6. Overseeing day-to-day telework operations; modifying individual telework agreements to meet mission needs, accomplish workload, in response to employee requests, or due to changing circumstances; and maintaining records and information necessary for evaluation of the program;
7. Ensuring teleworkers agree to comply with all existing security policies and procedures, regarding IT security, personally identifiable information and proprietary/confidential business information;
8. Ensuring proper use of appropriate telework time reporting codes to document hours teleworked; and
9. Monitoring performance by ensuring appropriate management controls and reporting procedures are in place before employees begin telework assignments. Teleworkers and non-teleworkers are treated identically for the purposes of monitoring and assessing job performance; however, supervisors and managers may need to utilize different mechanisms for communicating with teleworking employees.
10. Requests under this Article will not be unreasonably denied.

E. **Employees:** Employees are responsible for the following:

1. Completing a telework agreement and waiting for approval from their supervisor prior to teleworking;
2. Performing an assessment of the AWL and answering the required questions on the Self Certification Safety Checklist;
3. Adhering to the terms and conditions of the applicable telework policy, procedures, terms and conditions of the approved telework agreement;
4. Complying with EPA policies for information technology security and use of government equipment/materials;

5. Informing their supervisor if any terms under the telework agreement have changed, such as AWL, changes to answers in the safety checklist, and portability of work;
 - a. Notifying their supervisor if modifications are necessary to their telework agreement;
 - b. Reviewing and when necessary recertifying employee Telework Work Agreements:
 - i. When there is a change in AWL;
 - ii. Every 12 months (or less frequently, at the discretion of management); and
 - iii. To synchronize annual recertifications if a particular organization's annual recertification time period is sooner than 12 months, so all employees can be recertified at the same time.
 - c. Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g., Teams, etc.) in order to communicate with their supervisor to receive assignments and complete their work in accordance with the supervisor's instructions and to be accessible as they would be in the Official Agency Worksite;
 - d. Maintaining communication with the supervisor while teleworking and working with the supervisor to overcome problems or obstacles as they occur so the work of the organization is accomplished in an effective and timely manner;
 - e. Complying with all existing agency security policies and procedures, including those relating to personally identifiable information and proprietary/confidential business information;
 - f. When conditions set forth in 5 CFR § 630.1603 can be reasonably anticipated or the agency provides reasonable notice regarding changes to its operating status, taking reasonable steps within the employee's control to have necessary equipment and work-related materials (e.g., laptops, documents) available to allow them to telework from their AWL per 5 CFR § 630.1605; and
 - g. Arranging for dependent or elder care, if caregiving activities would otherwise interfere with the employee's work duties during the time the employee is working at an AWL and/or requesting leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities.

Section 6. Types of Telework

Supervisors and managers may authorize the following types of telework based on position eligibility for telework and work-related needs:

- A. **Regular/Routine Telework:** Regular/routine telework is the type of telework the employees may request approval for to perform their duties at an AWL on a regular and recurring basis, on predetermined days each pay period. Regular telework may range from one day per pay period up to and including employees scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the Official Agency Worksite. Any holiday, day in paid leave status (e.g., annual,

sick, credit hours, etc.) or official travel will not count as a day away from the official worksite for the purpose of this requirement. Regular telework will typically be on the same days each pay period; however, managers may authorize adjustments to this type of telework when requested.

1. As noted in section IV, AWLs are typically located within the LCA. However, supervisors or managers may approve regular telework for employees outside the LCA if:
 - a. there is a reasonable expectation the distance from the Official Agency Worksite will not hinder the employee's ability to report to their Official Agency Worksite at least 2 times per biweekly pay period;
 - b. there is a reasonable expectation the distance from the Official Agency Worksite will not hinder the employee's ability to report to the Official Agency Worksite should they be recalled on a scheduled telework day or (3) the employee is doing temporary situational telework or medical telework (see below);
 - c. Employees may be recalled to their Official Agency Worksite with fewer than 24 hours notice when recall is essential for the agency to meet its mission. Where conditions outside of an employee's control prevent an employee from commuting to their Official Agency Worksite, the employee may be asked to request leave or perform portable work.
 - d. Example: An employee working at EPA headquarters in Washington, D.C. has a residence in Richmond, Virginia, and asks to perform regular telework at the residence as the AWL. Richmond is outside the Washington, D.C. locality area but the employee regularly reports to their Official Agency Worksite according to their work schedule with no documented issues. It is reasonable for the supervisor to approve the Richmond residence as the AWL. If an employee requests to regularly telework from an AWL in Juneau, Alaska, but the Official Agency Worksite is Washington, D.C., this would be an unreasonable request because the distance and ability to recall the employee are impacted by the proposed location of the regular telework AWL. Depending on the circumstances, the employee's situation may involve Temporary Situational Telework Under Special Circumstances (see below) or Remote Work (see Remote Work Article).

B. Situational Telework: This type of telework is appropriate for work or assignments of specific limited duration on a non-routine, occasional, emergency, or ad hoc basis, as opposed to a regular telework schedule as defined above.

1. Situational telework may be used to accommodate work/life balance needs (e.g., medical appointments, parent/teacher conferences, etc.) when commuting to the Official Agency Worksite before or after such events is impractical.
2. Situational telework can be used to extend an employee's regular telework schedule for a limited duration where appropriate, such as during pandemic health crises (e.g., COVID-19) and prolonged weather events (e.g., unhealthy air due to wildfires).

3. An employee must have an approved situational telework agreement in place and, except in Limited Exceptions to Preapproval Requirements as discussed below, receive approval in advance each time they wish to telework.
4. An employee may be approved for both situational and regular telework.

C. Temporary Situational Telework Under Special Circumstances (Retention of Locality Pay):

Supervisors or managers may approve situational telework arrangements at an AWL within or outside of the local commuting area where the employee is not expected to report to the Official Agency Worksite two times per biweekly pay period for a discrete time period.

1. This arrangement may be approved by the supervisor or manager on a case-by-case basis, provided the employee meets all eligibility requirements contained in this Article.
2. Temporary telework arrangements generally should not exceed 6 months (exception noted in the bullet below), and approvals for extension of these arrangements must be renewed by the supervisor or manager at least each 30 days.
3. Employees needing temporary telework arrangements for extended periods should work with their manager or supervisor to determine if their situation may warrant telework as a reasonable accommodation or consider applying for remote work.
4. The situational telework exception allowing telework from an AWL outside of the LCA should generally be used in cases where:
 - a. the employee is expected to return to work in the LCA in the near future; or
 - b. the employee is expected to continue teleworking but is able to report to the regular worksite at least 2 times per biweekly pay period.
5. The intent of this special circumstance is to address situations where the employee retains a residence in the commuting area but is temporarily unable to report to the Official Agency Worksite for reasons beyond the employee's control. The agency will determine a telework employee's official worksite on a case-by-case basis. Such determinations are within the sole and exclusive discretion of the authorized agency official (generally the employee's supervisor), subject only to OPM review and oversight. 5 CFR § 531.605(d)(4).
6. Unreasonable denials can be grieved through the process detailed in the Grievance Article of the MCBA. Examples of appropriate temporary situations include:
 - a. Emergency situations preventing the employee from regularly commuting to the Official Agency Worksite, such as a severe weather emergency or a pandemic health crisis.
 - b. The employee is on personal travel outside the local commuting area and is available to telework at an approved AWL (e.g., a second home, the host residence) (approval of situation telework in these special circumstances will usually not exceed 60 days in any 12-month period).

- c. When needed to allow the employees to provide care for family members.
7. Other circumstances not involving situational telework where an employee is not reporting twice per pay period to the Official Agency Worksite but may maintain their locality pay include:
- a. When an employee is temporarily detailed to work at a location other than a location covered by a telework agreement.
 - b. An extended period of approved absence from work (e.g., leave).
 - c. When the employee is in temporary duty travel status away from the Official Agency Worksite.

8. Limited Exceptions to Preapproval Requirement:

- a. Employees should make every reasonable effort to request situational telework in advance and generally should not perform unscheduled telework without preapproval.
- b. In rare situations, where an employee is prepared to telework and has sufficient portable work, an employee may request approval for unscheduled telework by the time they begin work if the employee is unable to connect with their supervisor in advance after good faith efforts. Such rare instances may include, but are not limited to the following:
 - i. A significant disruption in mass transit service.
 - ii. Hazardous conditions (e.g., freezing rain, wildfire smoke, or extremely low wind chills) exist or are forecasted for the commuting area.
 - iii. A dependent is home due to mild illness or school closure (see Caregiving section for further discussion).
 - iv. The employee has a mild illness (e.g., common cold) that does not interfere with working from an AWL.
- c. In rare situations, a supervisor may decline an employee's situational telework request after the employee has begun working. The employee will be credited for the time they have already worked if they had sufficient portable work to perform. An employee may either come into their Official Agency Worksite or request leave if their situational telework is denied in these circumstances.
- d. If a supervisor documents an employee's abuse of this provision or an employee has insufficient portable work, then a supervisor, at their sole discretion, may prohibit an employee from utilizing situational telework without preapproval.

D. Unscheduled Telework: This type of telework is not scheduled in advance but is performed when the Agency announces changes to its operating status, including changes to dismissal and closure procedures pursuant to OPM or local management operating status announcements. Any telework-ready employee that is able to safely travel to and work at their approved AWL must perform unscheduled telework as provided in 5 CFR 630.1605, except as provided for in 5 CFR 630.1605(a)(2), or request leave as appropriate.

- E. **Medical Telework:** Medical telework allows for the continued accomplishment of Agency work while an employee has a medical condition not affecting the employee's ability to perform their regular work assignment at an AWL.
1. Medical documentation certified by a licensed physician or other licensed health practitioner justifying the need for medical telework must be provided to the supervisor unless waived by the supervisor, as provided in Section XI below.
 2. This type of telework may be the equivalent of full-time, but it is a temporary telework arrangement and generally may not exceed 12 months in duration within any three-year period for any individual condition.
 3. A telework agreement and a safety checklist must be submitted and approved by the supervisor prior to the start of the arrangement.
 4. Supervisors will endeavor to approve medical telework requests on an expedited basis to allow the employee to continue working from an AWL.
 5. The initial telework arrangement is valid for up to 90 calendar days (depending on the medical documentation) and may be extended in 90-calendar day increments if the medical certification justifies such at each extension (i.e., medical documentation must be submitted every 90 calendar days if warranted). The total maximum allowable time for a medical telework agreement generally is 12 months within any three-year period for any individual condition.
 6. Exceptions to these limits will not be unreasonably denied where there is more than one medical issue giving rise to the request.
 7. Employees with medical conditions lasting more than a year should contact the local or national reasonable accommodation coordinator to determine if their situation may warrant telework as a reasonable accommodation rather than extension of medical telework or may consider applying for remote work.
 8. Please note, medical telework is not the same as telework as a reasonable accommodation. Medical telework is a temporary arrangement whereas telework as a reasonable accommodation is not subject to time limits if the condition justifying the arrangement persists. Please see the section on reasonable accommodation below.
 9. If there is sufficient justification (e.g., location of a medical provider, location of family to assist in care) for medical telework to be conducted at a location outside the LCA, supervisors may approve an employee to work at an AWL outside the LCA.
 - a. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this CBA.

- b. The agency will determine a telework employee's official worksite for locality pay purposes on a case-by- case basis. Such determinations are within the sole and exclusive discretion of the authorized agency official (generally the employee's supervisor), subject only to OPM review and oversight. 5 CFR § 531.605(d)(4).
10. Unreasonable denials can be grieved through the process detailed in the Grievance Article of the MCBA.
11. Based on the employee's condition, the supervisor may grant medical telework, leave or a combination of leave and telework to cover the situation.
12. Medical telework is appropriate for employees with non-work-compensable injuries. Employees with work compensable injuries will be managed under applicable workers' compensation regulations.

F. Remote Work: Remote work is a special type of alternative work arrangement by which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite on a regular and recurring basis. Remote work does not include temporary telework arrangements as explained above. The Remote Work Article is a separate article in the MCBA. Please refer to OPM [Guidance on Telework](#) and Guidance on Remote Work for further information.

G. Other Issues Affecting Telework

1. **Official Worksite for Pay Purposes:** Generally, if the employee does not physically report to the Official Agency Worksite at least twice each biweekly pay period, their duty station may change to the AWL and locality pay may be impacted. (5 CFR 531.605). An authorized Agency official (generally the employee's supervisor) may make an exception to a locality pay adjustment pursuant to 5 CFR 531.605(d)(2) and as discussed above for temporary situational telework arrangements or medical telework. Not all temporary telework or medical telework situations are appropriate circumstance for this exception unless approved by the supervisor.
2. **Caregiving, including Dependent and Elder Care:** Telework may be used as a flexibility to help employees with caregiving responsibilities including dependent or elder care responsibilities to meet their family obligations and work responsibilities. However, it is not appropriate to use telework if the employee is unable to work due to caregiving responsibilities. If caregiving responsibilities would otherwise interfere with the employee's work duties during the time the employee is working at an AWL, they must arrange for other care or request leave or work schedule adjustments for those periods when the employee is not able to work due to caregiving responsibilities. Where appropriate, employees may also consider requesting a Maxiflex work schedule to meet their biweekly work hour requirement. Work schedules are separate from telework, and employees should consult the Work Schedules Article of the CBA for more information on available schedules.

- a. Example 1: An employee has children in the home on a regular or situational telework day due to a school closure. Other than general oversight and occasional brief breaks to tend to family matters, the employee is able to complete work assignments during the daily tour of duty. Leave or work schedule adjustments in this example are not necessary.
 - b. Example 2: An employee has children in the home on a regular or situational telework day due to a school closure. One child needs more than minimal assistance with a school assignment during the employee's tour of duty. The employee will need to request leave or adjust their work schedule for the time they are unable to work.
 - c. Example 3: An employee requests a temporary AWL at their parents' residence so they can help their father provide assistance to their mother post-surgery. The employee may telework when not providing care for their mother and must request leave or adjust their work schedule when taking her to doctor appointments or caring for her when the father must run errands or needs a break during the employee's scheduled work hours.
 - d. Example 4: An employee has an adult family member in the home who is recovering from a serious illness. The employee may telework when not providing care and must request leave or adjust their work schedule for times they are unable to work such as when taking the family member to medical appointments.
3. **Reasonable Accommodation under the Telework Program:** Telework can be used as a way to accommodate qualified employees with disabilities under the Agency's reasonable accommodation process. Employees seeking to telework as a reasonable accommodation should contact their immediate supervisor or the national or local reasonable accommodation coordinator. Employees teleworking as a reasonable accommodation will follow the general requirements contained in this Article to the extent such requirements are consistent with the reasonable accommodation. Employees must, at a minimum, submit a telework application, record of completion of training, and safety checklist; however, the Agency shall not be constrained in accommodating persons with disabilities by the provisions contained in this Article. Employees approved to telework as a reasonable accommodation are required to have a valid, signed telework agreement.
4. **EPA Continuity of Operations Plan:** Telework is an important part of the Agency's COOP. As was demonstrated during the COOP for COVID-19, telework enables EPA employees to continue to work from AWLs during emergencies, such as a natural disaster, a terrorist attack, disruption to facilities or a pandemic health crisis, and telework proved to be a key tool in continuing the Agency's vital role in the federal government in the face of an emergency. During a declared COOP, any employee—with or without a telework agreement—may be required to telework. During any period the EPA is operating under a COOP, the COOP may supersede relevant elements of the EPA-AFGE MCBA Telework and Remote Articles. 5 USC 7106(a)(2)(D).

Section 7. Portable Work: Designating and Notifying Employees

- A. Although most positions may be suitable for telework, not all aspects of all jobs can be performed as effectively at an AWL and therefore be considered portable. Also, the portability of an employee's work can change over time due to project or mission needs.
- B. Supervisors must use the notification memorandum to notify employees of their ineligibility to telework, if applicable. No notification is required if the employee is eligible to participate in telework.

C. Work Suitable for Telework:

- 1. Work that is suitable for telework is Portable Work that can be performed at a location other than the Official Agency Worksite with equal effectiveness with respect to quality, quantity, timeliness, customer/client services, and other aspects of accomplishing the EPA's mission.
- 2. Work suitable for telework depends on job content, rather than job series or title, type of appointment, or work schedule.
- 3. It is possible within identical or related occupational series, one position or portion thereof may be determined to be eligible for telework and another may not, depending on individual job requirements.
- 4. Work that is generally suited for telework includes, but is not limited to:
 - a. Reviewing and writing
 - b. Policy development
 - c. Report writing
 - d. Research
 - e. Analytical work
 - f. Telephone-intensive tasks and virtual meetings
 - g. Computer technology-oriented tasks
 - h. Online training

D. Duties Not Suitable for Telework:

- 1. Work that is not suitable for telework is work that cannot be performed at a location other than the Official Agency Worksite with equal effectiveness.
- 2. As with portable work, it is possible within identical or related occupational series one position or portion thereof may be determined to be eligible for telework, and another may not, depending on individual job requirements.
- 3. Examples of duties not suitable to be performed away from their Official Agency Worksite include, but are not limited to, the following duties:

- a. Requiring face-to-face contact with the supervisor, colleagues, clients, or the general public that cannot otherwise be achieved as effectively by e-mail, telephone, video calls, collaboration technology, or other means;
 - b. Accessing classified information or a classified installation;
 - c. Involving the construction, installation, maintenance or repair of EPA facilities;
 - d. Involving the physical protection of EPA facilities or employees; or
 - e. Involving other physical presence/site-dependent activity (e.g., emissions testing, laboratory trials).
- E. Employees may have some duties suitable for telework and others not suitable. For these employees, supervisors will need to work with employees to determine how many days per pay period an employee may work at an AWL as part of a regular telework arrangement.

Section 8. Employee Eligibility Requirements

A. Basic Eligibility Requirements: An employee may be authorized to telework if:

1. The employee has sufficient portable work for the amount of telework requested;
2. The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work;
3. The employee agrees to return to their Official Agency Worksite on a telework day if required to do so by their supervisor. Generally at least 24 hours notice, though less notice may be available;
4. The employee continues to comply with the terms of their written and approved telework agreement; and
5. Arrangements are in place for caregiving duties, if those duties would otherwise interfere with the employee's work duties during the time the employee is working at an AWL.

B. An Employee shall not telework if:

1. The employee has any documented performance or conduct deficiencies within the preceding 12 months that was related to the employee's telework status including, but not limited to, letters of reprimand, written warnings, or leave restrictions;
2. The employee has been officially disciplined for being absent without leave for more than five days in any calendar year;
3. The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties; or
4. The employee has been disciplined for misuse of a government computer that the supervisor determined was related to the employee's telework status, within the prior five years. The

suspension from telework will be based on the severity of the offense and may not exceed five years.

Section 9. Preparing for the Telework Arrangement

A. Eligible Employees: All eligible agency employees who wish to telework must meet the following conditions. Failure to comply with any one of the conditions listed below may result in the denial or termination of a telework arrangement:

1. Complete the required employee telework training prior to applying for the telework program;
2. Submit the “EPA Telework Application/Agreement” and the "Employee Self- Certification Safety Checklist” to their supervisor for approval;
3. Ensure all necessary dependent/elder care arrangements are maintained and do not interfere with the employee’s work performance while working at the AWL;
4. Ensure compliance with the EPA’s information technology policies and procedures;
5. Comply with EPA policies and the CBA regarding pay, work schedules, time reporting code requirements, leave requests, and other administrative requirements in the same manner as employees working in their Official Agency Worksite;
6. Ensure working from the AWL causes no disruption in the efficiency of work and appears seamless. The employee should be as available to their clients/customers, co-workers and supervisors or managers as they would be at the Official Agency Worksite. This means, for example, the teleworking employees cannot designate their regular teleworking hours unavailable for calls, meetings or virtual meetings in their electronic calendars any differently than they would at their Official Agency Worksite or put “out of office” messages on e-mail and voice mail systems indicating they are unavailable;
7. Utilize call forwarding technology;
8. Maintain organizational requirements regarding communication and accessibility and respond in a timely manner to their team leaders, supervisors or managers, co-workers, agency customers, clients, and the public;
9. Be capable of joining and be available to join virtual meetings or conference calls while working at the AWL;
10. Safeguard agency equipment (if provided) and use it only for official purposes in accordance with established policies;
11. In the event agency equipment is not functioning, properly and promptly seek remote assistance. If remote assistance is ineffectual, the employee should take the steps necessary to obtain functioning equipment.

12. Be willing to telework in case of an emergency;
13. Be willing and able to leave the AWL and return to the Official Agency Worksite if requested after reasonable notice (e.g., generally at least 24 hours, though less notice may be available) by their supervisor;
14. Agree to report to the Official Agency Worksite as needed, as determined by the agency; and
15. Participate in the annual recertification process and in any other required telework program monitoring or evaluation processes required by the agency or other authoritative entities (e.g., OPM, Government Accountability Office, Congress).

B. Telework Agreement: Each new telework agreement will be reviewed on an individual basis. Decisions will be made based on eligibility criteria outlined in this Article. The process for application and re-certification will also follow those processes outlined in this Article.

Section 10. Telework Training

Training sessions on the basics of telework will ensure a common understanding of its requirements. Participating employees must complete the agency-approved training and obtain a record of completion of training before participation. The employee's record of the required training must be attached to the telework agreement. These documents should be maintained by both employees and supervisors. Supervisors or managers of those teleworking must also complete agency-approved telework training and obtain a certificate of training regardless of whether they themselves telework. Refresher training may be required on occasion by the agency.

Section 11. Establishing the Telework Agreement

A. Regular and Situational Telework: The following actions are to be taken when establishing a regular or situational telework agreement:

1. The employee submits a completed application (Appendix A) (<https://work.epa.gov/sites/default/files/2021-12/Telework-Appendix-A-EPA-Form-3181-2.pdf>) to their immediate supervisor;
2. The employee and supervisor discuss the proposed telework agreement and the type of work to be completed by the employee at an AWL;
3. If a suitable arrangement is reached, the employee finalizes the application/agreement, safety checklist (Appendix B) (<https://work.epa.gov/sites/default/files/2022-04/Telework-Appendix-B-EPA-Form-3181-3.pdf>) and the required training. Once all requirements are completed, the telework agreement is signed and dated by the employee and supervisor;
4. A separate Telework agreement for each situational telework event is not necessary if the employee has signed an agreement to telework on a situational basis;
5. A request for Situational Telework may be approved verbally but must be followed up with written approval via email or through a request to adjust the employee's schedule (e.g.,

screenshot of the employee's People Plus) detailing the day(s) and time(s) an employee is requesting to telework.

6. Employees may request more than one alternative work location. Employees requesting to work at an AWL not previously approved must update the telework agreement and submit a checklist for the new location to the supervisor for approval.
 7. Employees are to obtain information and implement all procedures for accessing the secured operations of their Official Agency Worksite; and
 8. If the employee receives approval for an AWL at a telework center, arrangements must be made by the employee's organization to cover costs of using the center and to reserve a workstation for the employee.
- B. Medical Telework:** When establishing a medical telework agreement, the employee must submit a written statement as defined by 5 CFR § 339.104 from a licensed physician or other licensed health practitioner unless waived by the supervisor, generally including the following information ([Appendix C](#) may be used by AFGE employees seeking medical telework):
1. The diagnosis of the medical condition necessitating the telework arrangement;
 2. How the medical condition might interrupt the employee's ability to go to the Official Agency Worksite and might interrupt the employee's work schedule;
 3. Providing either the expected date when medical telework should no longer be necessary and the employee should be able to resume work at the Official Agency Worksite, or the expected timeframe for treatment and how that might impact the telework status;
 4. Listing restrictions necessary for work performed at the AWL, if applicable;
 5. Stating the employee is able to perform the duties of the position at an AWL (the duties relayed to the medical provider should also be shared with the employee's supervisor); and
 6. Describing the benefit to the employee's medical condition from working at an AWL, or the reduction of health risks to other employees, if any, derived from medical telework.

Section 12. Telework Agreements

- A. The telework agreement covers the terms and conditions of the telework arrangement for the individual employee and constitutes an agreement by the employee and manager to adhere to applicable guidelines and policies. The telework agreement includes items such as:
1. The voluntary nature of the arrangement;
 2. Duration of the telework agreement;
 3. Schedule of duty at each work location;

4. Leave approval and requests for overtime and compensatory time;
 5. Performance requirements; and
 6. Proper use and safeguards of government property and records.
- B. When any aspect of the work agreement changes (e.g., position, work assignment, supervisor, alternate work location, etc.), the employee and supervisor will reassess the employee's work to determine telework suitability and continued approval, however this may not require a new telework agreement.
- C. Employees who are designated essential for inclement weather or other emergencies or are emergency response employees for COOP purposes must have signed telework agreements in place to facilitate continuity of operations in the event of emergencies. Employees designated for COOP purposes may be required to telework, irrespective of telework status/agreement.
- D. The supervisor must retain a copy of the signed telework agreement including the record of training and a copy must be provided to the employee. The supervisor must also provide a copy of the signed telework agreement to the program/regional office telework coordinator who is responsible for maintaining telework records in the organization, if any.

Section 13. Time, Attendance and Other Miscellaneous Issues

- A. **Recording Telework Hours and Control of Time and Attendance:** Proper recording, monitoring and certification of employee work time are critical to the success of the program. Employees are responsible for recording all telework time into the time and attendance system using the appropriate telework time reporting codes.
- B. **Hours of Duty and Work Schedules:** Employees who telework will maintain a single type of schedule (e.g., compressed, flexible work schedule) whether at the Official Agency Worksite or the AWL. Unstructured arrangements where employees work at the AWL without prior supervisory approval are not permitted. Employees should refer to the Parties' Work Schedules Article for more information.
- C. **Overtime during Telework - Eligibility Requirements:** Just as at the Official Agency Worksite, overtime work conducted at an AWL must be approved in advance; overtime work not ordered and approved in advance by the supervisor, in writing, will not be compensated. Detailed information on overtime can be found in the EPA Pay Administration Manual (EPA Order 3155) and CBA Article.
- D. **Leave:** Procedures for requesting leave are the same for employees when participating in telework and when working at the Official Agency Worksite. See CBA Leave Article the EPA Leave Manual (EPA Order 3165) for details.
- E. **Workers' Compensation:**
1. Employees who telework are covered by the Federal Tort Claims Act or the Federal Employees Compensation Act and qualify for continuation of pay for workers' compensation

for injuries sustained while performing their official duties. For this reason, it is vital a specific AWL be approved in advance and adhered to by the employee.

2. The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, specifically whether the event occurred at the Official Agency Worksite or at an AWL during official duty. Typically, supervisors or managers are not present when an employee sustains an injury. Employees, in all situations, bear responsibility for informing their immediate supervisor of an injury at the earliest time possible, seeking appropriate medical attention and filing the appropriate workers' compensation claim form.
3. Telework arrangements can also result in employees who are currently receiving continuation of pay or worker's compensation returning to work, thus taking them off the workers' compensation rolls. Supervisors may be able to find work such employees are able to perform at AWL or restructure existing work so some of it may be completed at an AWL.

F. Requirement to Return to the Official Agency Worksite on a Scheduled Telework Day:

Teleworking employees working at an AWL may be recalled to the Official Agency Worksite to meet mission, staffing, and workload requirements. Under these circumstances, the following should occur:

1. Supervisors should notify employees as soon as possible if they are subject to a recall to the Official Agency Worksite in an effort to provide the employee sufficient time to make necessary arrangements. A supervisor may recall an employee to the Official Agency Worksite by notifying them generally at least 24-hours in advance. A supervisor may recall an employee to their Official Agency Worksite with fewer than 24 hours when recall is essential for the agency to meet its mission. Where conditions outside of an employee's control prevent an employee from commuting to their Official Agency Worksite, the employee may be asked to request leave or perform portable work.
2. If an employee is unable to telework from their AWL due to being required to be at the Official Agency Worksite on a regularly scheduled telework day, or being on approved leave, the employee is not entitled to another telework day. Likewise, the employee is not prohibited from requesting another telework day. At their discretion, the supervisor may approve another telework day within the same workweek or pay period.

G. Travel: The travel provisions applicable to employees working at the Official Agency Worksite also apply to employees when teleworking. If an employee is unable to telework from their AWL due to being on approved travel, the employee may request another telework day, and the supervisor may approve another telework day within the same work week or pay period at the supervisor's discretion.

H. Monitoring Performance: GAO guidelines require agencies to establish a method providing the supervisor with reasonable assurance employees are working when scheduled. Appropriate management controls and reporting procedures must be in place before employees begin telework assignments. Teleworkers and non-teleworkers should be treated identically for the purposes of monitoring and assessing job performance, but different modes of communication may be appropriate for those teleworking. Some approved techniques, potentially applicable to telework arrangements, include:

1. Supervisory telephone/video calls or e-mail messages to an employee;
2. Supervisory video meetings with an employee during times the employee is scheduled to be on duty and be available;
3. The need for a scheduled site visit by the supervisor to the employee's AWL during work hours may occur only in very rare circumstances where an employee's performance raises reasonable concerns substantiating the need, and only after the supervisor receives concurrence from the servicing LER specialist or other human resources official; and
4. Use of performance management systems, including regular workload/accomplishments reports for teleworking and non-teleworking employees, to determine reasonableness of work output for time spent, project schedules, key milestones, quality of the work performed, and team reviews.

Section 14. Emergencies: Unscheduled Telework/Dismissals/Closures

A. Unscheduled Telework/Closures:

1. In the event of a closure at the Official Agency Worksite, telework-ready employees already scheduled to telework on the closure day are required to do so except as provided for in 5 CFR 630.1605(a)(2). Telework-ready employees not scheduled to telework on the closure day are required, in coordination with their supervisor, to utilize unscheduled telework to the maximum extent possible, subject to available portable work and suitability of the AWL. If there is insufficient portable work as determined by the supervisor or the AWL is impacted as provided for in 5 CFR 630.1605(a)(2), the employee may be granted an appropriate category of administrative leave (e.g., weather and safety leave) to cover all or a portion of the scheduled workday.
2. Employees who are required to work during their regular tour of duty on a day when federal offices are closed to the public (or during delayed arrivals or early dismissals) are not entitled to overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours. Employees reporting to an AWL other than the employee's primary residence during the workweek will follow the closure or dismissal procedures of that AWL.

- B. Late Arrivals/Early Dismissals at the Official Agency Worksite:** When the agency announces early closure of or late arrival to the Official Agency Worksite, telework-ready employees already scheduled to telework on the early closure or late arrival day are required to telework their regularly scheduled non-overtime hours. Telework-ready employees not scheduled to telework on the early closure or late arrival day will be required, in coordination with their supervisor, to utilize unscheduled telework to the maximum extent possible, subject to available portable work as determined by the supervisor. If there is insufficient portable work as determined by the supervisor, the employee may be granted an appropriate category of administrative leave (e.g., weather and safety leave) for their regularly scheduled non-overtime hours when the Official Agency Worksite is closed. Early release for holidays or other like situations must be granted to those on telework to the same extent as granted to those employees working at the Official Agency Worksite.

- C. **Unscheduled Telework Announced:** In the event the Official Agency Worksite is open, but there is an announcement of the option for unscheduled telework, telework-ready employees not otherwise scheduled to telework may come into the Official Agency Worksite or request approval from the supervisor for unscheduled telework or the use of annual, credit, or other leave.
- D. **Other Emergencies or Disruptions to the Official Agency Worksite:** In the event of a disruption to normal office operations (e.g., national or local emergency, emergency event involving inclement weather, or any situation with the potential to disrupt normal office operations), employees approved for regular and situational telework are expected to telework if instructed by the supervisor to do so except in the case of situations where the emergency could not be reasonably anticipated and the employee could not make the necessary preparations, as provided for in 5 CFR 630.1605(a)(2). In COOP situations, telework may be required.
- E. **General Provisions:**
1. It is recommended supervisors and employees coordinate in advance if there is an anticipated event with the potential to disrupt normal office operations to ensure employees have portable work and the necessary equipment to perform telework during an Official Agency Worksite closure to the extent possible.
 2. As with scheduled telework, an employee performing unscheduled telework must have sufficient portable work to perform throughout the workday when teleworking.
 3. An employee who does not have enough portable work must report to their Official Agency Worksite if it is open, contact their supervisor for additional work, request appropriate leave, or adjust their work schedule (if applicable).
 4. When severe weather or other circumstances prevent work from the AWL (e.g., loss of electricity, employee must evacuate, infrastructure/connectivity and child/elder care issues) or there is a lack of portable work as determined by the supervisor, and the Official Agency Worksite is closed to employees, a telework-ready employee may be granted an appropriate category of administrative leave (e.g., weather and safety leave) by their supervisor.

Section 15. Modification and Termination of the Telework Agreement

- A. Employees who telework do not have an automatic right to continue teleworking.
- B. Determination of telework eligibility should be based on job functions, and not managerial preference.
- C. Telework eligibility should be based on equitable, function-based criteria.
- D. Telework agreements may be modified, adjusted, or terminated by management based upon an employee's failure to adhere to telework requirements or based upon any other consideration affecting employee eligibility. Telework agreements may also be modified, adjusted, or terminated at any time when requested by the employee.

- E. Management has the right at any time in accordance with this agreement to end an employee's use of telework. Participation in telework will be terminated when the employee no longer meets the eligibility criteria.
- F. Management shall provide sufficient notice when feasible, before terminating a telework agreement in an effort to allow the affected employee to make necessary arrangements.
 - 1. Typically, sufficient notice will be three pay periods; however, individual circumstances may warrant more time to allow the affected employee to make arrangements or if the situation involves work exigencies or documented misconduct the supervisor believes is related to telework then the notice period is at management's discretion.
 - 2. Leave in these instances should be granted liberally. The reason for termination will be documented, signed by the supervisor, and furnished to the affected employee.
 - 3. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect.
- G. When any significant aspect of an employee's work changes (e.g., position, work assigned, AWL), the supervisor will reassess the portability and suitability of employee's work for continued telework approval.
- H. An employee may withdraw an application for telework, or terminate an approved telework agreement, at any time without prejudice, and return to the Official Agency Worksite. The employee must notify the supervisor in writing, and the supervisor must in turn acknowledge the employee's notice in writing, to prevent misunderstandings about work location and official workstations per applicable agreements and policy.

Section 16. Facilities and Equipment

- A. Alternative Work Location Office Space: Requirements will vary depending on the nature of the employee's work and the equipment needed to perform that work.
 - 1. At a minimum, employees are responsible for the AWL having adequate internet speed in order to easily access the intranet, agency systems, communicate by telephone, email and established collaboration tools (currently Microsoft O365 suite) with the supervisor, coworkers, and the public when working from their AWL.
 - 2. In addition, employees are responsible for verifying and ensuring their work areas comply with health and safety requirements (see the "*Employee Self-Certification Safety Checklist*").
 - 3. Home work areas must be clean and free of obstructions, in compliance with all building codes, and free of hazardous materials.
 - 4. An employee's request to telework may be disapproved or rescinded based on safety problems or the presence of hazardous materials. A supervisor or designated safety official may inspect the AWL for compliance with health and safety requirements in the very rare

circumstance that this may be deemed appropriate. The need for a scheduled site visit by the supervisor or designated safety official to the employee's AWL during work hours may occur only in very rare circumstances where an employee's compliance with health and safety requirements raises reasonable concerns substantiating the need, and only after the supervisor receives concurrence from the servicing LER specialist or other human resources official.

B. Worksite Space Saving:

- a. If management seeks to implement space-saving initiatives related to Remote Work and telework, management will notify the union at both the National and relevant local levels prior to implementing space-saving plans.
 - i. Management and unions will participate in pre-decisional involvement (PDI) for the development and implementation of space-saving plans.
 - ii. Wider telework participation may provide the Agency an opportunity to reduce environmental impact of office space and save substantial taxpayer money in reducing workspace. To that end, the Parties reached ground rules ([Appendix D](#))

for pre-decisional involvement and local level negotiations should the Agency seek to implement any space-saving initiatives specifically based on telework levels.
 - iii. The parties agree local level negotiations are appropriate because of the unique circumstances of each location.
- b. Space-saving initiatives must first be considered for those conducting Remote Work before those on Telework.
- c. Space-saving options will become effective only after bargaining obligations have been met per the ground rules, attached as Appendix D.
- d. The parties agree, space-saving initiatives do not alleviate the Agency's responsibility to provide workspace, computer equipment (if appropriate) and telephones for employees required to report to the office at various times.
- e. When an employee is working under an approved regular telework agreement and the employee routinely works at the Official Agency Worksite five times per pay period or fewer, employees should be aware that on this basis in particular the Agency may utilize space-saving options for the employee's workspace to be negotiated at the local level as described above.

C. Government-Furnished Equipment:

- a. All employees with an approved telework agreement who require a laptop to conduct Agency work or to communicate with supervisors will receive a government-issued laptop at a minimum.
- b. Supervisors may authorize additional GFE for the individual teleworkers as necessary to meet mission needs if budget permits.

- c. Agency will use excess property to the greatest extent practicable for AWLs.
- d. Employees who have an agency-issued laptop or mobile phone assigned to them may use such equipment while teleworking and shall take reasonable safeguards against theft and damage when they do so.
- e. All agency-issued equipment and supplies remain the property of the agency, and the EPA remains responsible for service and maintenance of the equipment. Government issued equipment may be monitored to ensure they are being utilized in connection with Agency business.
- f. If an employee furnishes their own equipment/workstation at the AWL, the government will not reimburse the employee for the purchasing costs of the equipment/workstation and the equipment remains the employee's. The EPA is under no obligation to service or maintain equipment belonging to the employee even if the employee uses it for Agency work.
- g. The EPA may not reimburse employees for the utility costs (e.g., heating, air conditioning, lighting, and the operation of government-furnished computers) for AWLs. Utility costs include the monthly service charges for telephone or specific telephone charges. The Agency will not reimburse the employee for privately supplied costs, including broadband.
- h. Teleworking employees should use Agency meeting and conferencing tools, communication options like EC-500, or government-issued mobile phones to conduct official government business in other locations.
- i. Employees requiring pens, paper, paper clips, notebooks, and other supplies may use those provided by the Official Agency Worksite.
- j. For employees working at an AWL outside of the LCA, the Agency is responsible for service and maintenance of GFE. In cases where GFE needs repair and upgrade, the Agency will make reasonable and timely efforts to initiate repairs and upgrades remotely. However, should on-site assistance be required, employees must either return to their Official Agency Worksite or make other arrangements with their supervisor to ensure repairs and upgrades can be made expeditiously.
- k. In consultation with the employee, supervisors or managers will make determinations over questions such as the employee's duty status, appropriate work assignments and potential temporary equipment during the interim period between when repairs and upgrades are required and when they are completed.

Section 17. Information Security

- A. The EPA CIO issues and maintains information security directives for protecting EPA information and information systems to include when users are teleworking and accessing systems remotely. These directives outline the responsibilities of each program office, region or other organization, and users in protecting EPA systems and information. Other pertinent supporting information security directives may be issued by users' program offices, regions or other organizations.

- B. Users agree their responsibilities, described in the agency’s information security directives, apply while on telework status. Teleworkers must minimize security risks to all agency information and systems.
- C. The AWL workplace and workstation and other devices used with agency information must be configured to ensure all agency information in any form or format is properly protected at all times and in accordance with all agency directives.

Section 18. Records Management

When working at an AWL, agency employees must continue to comply with the agency’s records management policy and any other applicable policies related to using, creating, maintaining, and disposing of records. Employees shall also comply with the Federal Records Act, Freedom of Information Act, the terms of any litigation hold, discovery in litigation and any requests for records by the Office of the Inspector General. Any record removed from the Official Agency Worksite for telework assignments remains the property of the agency and any information generated from telework assignments is the property of the agency. Employees are responsible for maintaining the integrity of their records and for producing records on demand.

Section 19. Appendices

Appendix A: Telework Application

Appendix B: Telework Safety Checklist

Appendix C: Medical Telework

Appendix D. Safe Saving Initiative Ground Rules MOU

FOR THE AGENCY

FOR THE UNION

Robert Coomber
EPA Chief Negotiator

Joyce Howell
AFGE Chief Negotiator

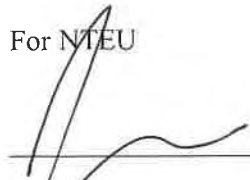
Memorandum of Understanding (MOU) between US EPA and National Treasury Employees Union: US EPA Telework and Remote Work Article

This agreement is entered into between the United States Environmental Protection Agency (“EPA”) and National Treasury Employees Union (“NTEU” or “the Union”), regarding implementation of the EPA’s Telework and Remote Work Policies. The Telework and the Remote Work Policies dated March 8, 2022, (and attached as Appendix A), were developed in part from employee listening sessions and pre-decisional involvement with the Union.

Terms of this MOU including existing agreements that the Parties agree to modify are as follows:

1. **Telework Policy.** The Parties agree the Telework Policy referenced above is adopted in its entirety and in conjunction with the Remote Work Policy referenced above, supersedes Article 54 of NTEU’s October 8, 2015, Collective Bargaining Agreement with EPA (“the Union’s CBA”).
2. **Remote Work Policy.** The Parties agree the Remote Work Policy referenced above also is adopted in its entirety, and in conjunction with the Telework Policy referenced above, supersedes Article 54 of the Union’s CBA.
3. Agency Head Review has already occurred for the Telework Policy and Remote Work Policy, and EPA approved each policy. The Parties reiterate their agreement signed on March 31, 2022, regarding the staged physical return to office.
4. The Agency will promptly review and update any telework and remote work forms, as may be necessary to ensure they reflect terms contained in Appendix A and this MOU.
5. Employees on remote work who wish to come to the office periodically for work-related reasons may do so with supervisory approval.
6. The Agency will meet with NTEU, upon request, to discuss issues or concerns with the telework and/or remote work policies.
7. The Parties will continue negotiating over work schedules with the goal of expediting those negotiations to reach agreement for a new article in the Union’s CBA addressing such matters.
8. This MOU will be in effect concurrent with the Union’s CBA, unless otherwise agreed to.

For NTEU


Name

4/12/22

Date

For the Agency:

DENISE CASTRO

Digitally signed by DENISE CASTRO
Date: 2022.04.11 17:43:04 -04'00'

Name

Date

Appendix A



Telework Policy

I. PURPOSE

The Telework Enhancement Act of 2010 requires the head of each executive agency to establish a telework policy for eligible employees. A successful telework program can yield many benefits, including cost savings, increased productivity and performance, enhanced recruitment and retention, heightened employee morale, improved emergency preparedness and reduced energy use.

II. SCOPE

This policy addresses regular, situational, and medical telework. It also addresses telework when used to accommodate employees with disabilities under the agency's reasonable accommodation process. Generally, employees covered by this policy are expected to report to the agency worksite at least twice in a biweekly pay period. This policy covers U.S. Environmental Protection Agency employees, supervisors, and managers in the competitive, excepted, and Senior Executive Service. This policy also covers Public Health Service Officers, Schedule C, Administratively Determined employees and non-EPA employees serving on Intergovernmental Personnel Act assignments to the EPA. This policy does not cover employees of the Office of Inspector General or agency employees on details or Intergovernmental Personnel Agreements (IPA) to other agencies, departments, or organizations.

Portions of this policy may allow for full-time telework on a temporary basis (except in the case of telework as a reasonable accommodation when a determination is made full-time telework without time limits is appropriate under the EPA's separate reasonable accommodation process). For telework arrangements where the employee is not expected to report to the agency worksite on a regular and recurring basis (i.e., does not meet the two times per biweekly pay period requirement nor a temporary full-time telework arrangement) please refer to the agency's remote work policy.

When this policy and a collective bargaining agreement conflict, the Collective Bargaining Agreement (CBA) shall govern unless the parties mutually agree otherwise.

III. POLICY

The EPA supports the use of telework. The eligibility of employees to participate in telework is based on: 1) the extent they have sufficient portable work to support the requested telework schedule; and 2) the employee meeting the eligibility requirements outlined in this policy. Since telework requires collaboration between management and employees, both parties have responsibilities in its successful implementation and operation. An employee's participation in telework is voluntary. Teleworkers will receive the same treatment and opportunities as non-teleworkers (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.) and are expected to perform and accomplish all assignments and tasks associated with their position, whether in the office or on an approved telework agreement.

IV. DEFINITIONS

Telework – An arrangement where eligible employees perform the duties and responsibilities of their position during regular, paid hours from an approved worksite other than the official worksite (e.g., home or telework center).

Alternative Work Location or Alternative Worksite (AWL) – The AWL is an approved work location other than the employee’s official worksite. An AWL will generally be an employee’s residence or other approved worksite and will generally be within the local commuting area, such as a facility established by state, local, or county government or private organization for use by teleworkers. Employee requests to work at an AWL outside of the local commuting area may be approved by the appropriate approving official as noted in section VI.

Local Commuting Area – The geographic area usually constituting one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities where people live and can reasonably be expected to travel back and forth daily to their official worksite.

Portable Work – Work normally performed at the employee’s official worksite but can be performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA’s mission. Such work is part of the employee’s regular assignments and does not involve a significant change in duties or the way the assignments are performed without supervisory approval.

Official Worksite – The official location of an employee’s position of record as determined under 5 CFR 531.605. Official worksite is the “official duty station” as the term is used in Title 5, United States Code, Section 5305(i).

Position of Record – An employee’s official position defined by grade, occupational series, employing agency, law enforcement officer status and any other conditions determining coverage under a pay schedule (other than official worksite), as documented on the employee’s most recent Notification of Personnel Action (Standard Form 50 or equivalent) and current position description, excluding any position where the employee is temporarily detailed.

Official Agency Worksite – The office (program, region, lab, HR Shared Service Center) where the employee reports on a regular and recurring basis, receives direction, or returns to if the supervisor recalls the employee or terminates the telework agreement.

Telework-Ready Employee – Any employee who has a telework agreement currently in effect, authorizing any type of telework.

V. ROLES AND RESPONSIBILITIES

EPA Telework Managing Officer (TMO): The Assistant Administrator for the Office of Mission Support (or designated representative) shall serve as the TMO. The TMO serves as the primary telework point of contact between the agency and the Office of Personnel Management. The TMO is responsible for overall policy development and implementation of the agency’s telework policy and programs and serves as an advisor for agency leadership on the full range of telework issues as well as a resource for managers and employees.

Agency Telework Coordinator: The Office of Human Resources in the Office of Mission Support

executes the duties of the agency telework coordinator, who is responsible for overseeing the agency telework program, identifying issues as necessary and ensuring any necessary training is provided as required.

Program/Regional Office Telework Coordinators: Are responsible for ensuring all participants are aware of their responsibilities, have taken appropriate training, and have agreements in place. Upon request, these telework coordinators are required to provide participation data including documented approvals and disapprovals to allow monitoring of the program.

Assistant Administrators, the Chief Financial Officer, the Chief of Staff to the Administrator, the General Counsel, and Regional Administrators or their equivalents or designated representatives: These executives are responsible for selecting program/regional office telework coordinators and may assign and locate telework coordinator duties anywhere in their respective organizations. However, if a manager does not designate a telework program coordinator, they must ensure the telework program coordinator's responsibilities are appropriately delegated to and performed by one person who will serve as a point of contact for the agency's telework coordinator.

EPA Human Resources Shared Service Centers: HR SSCs are responsible for ensuring all position descriptions are checked for telework eligibility prior to initiating recruitment and reassignment actions and are so noted in job advertisements.

Supervisors and Managers: Supervisors and managers are responsible for the overall management of teleworking within their work units, including:

- Working with their regional human resources officer, HR SSC, and program management officer to identify positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements;
- Approving or disapproving new or revised requests to telework in accordance with this policy and within a reasonable timeframe (i.e., normally within 5 work days). In cases of disapproval, providing the rationale to the employee in writing;
- Reviewing and recertifying employee telework agreements when revisions are necessary.
- Overseeing day-to-day telework operations, modifying individual telework agreements to meet mission needs, accomplish workload, or changing circumstances, and maintaining records and information necessary for evaluation of the program;
- Ensuring teleworkers agree to comply with all existing security policies and procedures, regarding IT security, personally identifiable information and confidential business information;
- Ensuring proper use of appropriate telework time reporting codes to document hours teleworked; and
- Monitoring performance by ensuring appropriate management controls are in place before employees begin telework assignments. Teleworkers and non-teleworkers are treated identically for the purposes of monitoring and assessing job performance; however, supervisors and managers may need to utilize different mechanisms for communicating with teleworking employees.
- Supervisors should complete the appropriate process for performance or conduct issues prior to considering revoking an employee's telework agreement in accordance with this policy.

Employees: Employees are responsible for the following:

- Completing a telework agreement and waiting for approval from their supervisor prior to

- teleworking;
- Performing an assessment of the AWL and answering the required questions on the Self-Certification Safety Checklist;
 - Adhering to the telework policy, procedures, terms and conditions of the approved telework agreement;
 - Complying with EPA policies for information technology security and use of government equipment/materials;
 - Notifying their supervisor if modifications are necessary or potentially necessary to their telework agreement;
 - Working with their supervisor to recertify the telework agreement when revisions are necessary.
 - Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g., Teams, etc.) in order to communicate with their supervisor, to be accessible to co-workers and customers, and overcome problems or obstacles as they occur.
 - Complying with all existing agency security policies and procedures, including those relating to personally identifiable information and confidential business information;
 - Being prepared to telework in the event OPM or the agency announces changes to its operating status, including changes to dismissal and closure procedures;
 - In coordination with supervisors, planning ahead, including taking any necessary equipment (e.g., laptops) home prior to a forecasted weather event; and
 - Make reasonable efforts to arrange dependent or elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL, and/or requesting leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities.

VI. TYPES OF TELEWORK

Supervisors and managers may authorize the following types of telework based on their work-related needs:

Regular/Routine Telework: Under this type of telework, employees may request approval to perform their duties at an AWL on a regular and recurring basis, on predetermined days each pay period. Regular telework will typically be on the same days each pay period. However, managers may authorize adjustments when requested, as long as the schedule provides for reporting to the office at least 2 days per pay period.

As noted in section IV, AWLs are typically located within the LCA. However, supervisors or managers can approve regular telework for employees outside the LCA if it will not hinder the employee's ability to report to the official worksite at least two (2) days per period. Supervisors and managers should use good judgment but should remember employees may be recalled to the official worksite with at least 48 hours' notice based on mission needs. There are exceptions for approving AWLs outside the LCA. Please see the section on situational telework for guidance.

Situational Telework: This type of telework is limited in duration on a non-routine, occasional, emergency, or ad hoc basis, as opposed to a regular telework schedule as defined above. Situational telework cannot be used in a routine manner to extend an employee's regular telework schedule. An employee must have an approved situational telework agreement in place and notify their supervisor in advance, if feasible, each time they wish to telework. An employee may be approved for both situational

and regular telework.

Supervisors or managers may approve temporary situational telework arrangements at an AWL outside of the local commuting area even if the employee isn't able to report 2 times a pay period. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

The temporary exception should generally be used in cases where: (1) the employee is expected to return to work at the official worksite in the near future; or (2), the employee is expected to continue teleworking but will be able to report to the regular worksite at least 2 times per biweekly pay period. Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition.
- Emergency situations preventing the employee from regularly commuting to the official worksite, such as a severe weather emergency or a pandemic health crisis.
- An extended period of approved absence from work (e.g., paid leave).
- When the employee is in temporary duty travel status away from the official worksite.
- When an employee is temporarily detailed to work at a location other than a location covered by a telework agreement.
- As a flexibility to facilitate a work/life balance for employees.

Unscheduled Telework: This type of telework is not scheduled in advance but is performed when the agency announces changes to its operating status, including changes to dismissal and closure procedures pursuant to OPM or local management operating status announcements. Any telework-ready employee must perform unscheduled telework to the extent possible or take appropriate leave. In unique situations such as lack of electricity, infrastructure disruptions, or connectivity issues at the AWL, the employee should contact their supervisor as soon as possible to request weather and safety leave.

Medical Telework: Allows for the continued accomplishment of agency work while an employee has a medical condition certified by an appropriate medical provider not affecting the employee's ability to perform their regular work assignment at an AWL. The initial telework arrangement is valid for up to 90 calendar days (depending on the medical documentation) and may be extended in 90-calendar day increments if the medical certification justifies such at each extension (i.e., medical documentation must be submitted every 90 calendar days if warranted). This type of telework may be the equivalent of full-time, but it is a temporary telework arrangement and. Medical documentation justifying the need for medical telework must be provided to the supervisor. Also, a telework agreement and a safety checklist must be submitted and approved by the supervisor prior to the arrangement.

Please note, medical telework is not the same as telework as a reasonable accommodation. Medical telework is a temporary arrangement whereas telework as a reasonable accommodation is not subject to time limits if the condition justifying the arrangement persists. Please see the section on reasonable accommodation below.

In limited circumstances for medical telework, supervisors may approve employees to work at an AWL outside the local commuting area. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

Official Worksite for Pay Purposes: Generally, if the employee does not physically report to the official worksite at least twice each biweekly pay period, their duty station will change to the AWL

and locality pay may be impacted. (5 CFR 531.605). An exception to this requirement is not appropriate in all time-limited situations as addressed above. If a supervisor has questions about the designation of the official worksite, they should consult their local telework coordinator or the national telework coordinator in the Office of Human Resources.

Dependent and Elder Care: Telework may be used as a flexibility to help employees with dependent or elder care responsibilities meet their family obligations and work responsibilities. However, it is not appropriate to use telework if the employee is unable to work due to dependent or elder care responsibilities. If dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL, they must arrange for dependent or elder care. The employee must request leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities. If appropriate and an option, employees may also consider requesting an Alternative Work Schedule (i.e. flexible work schedule or a compressed work schedule) to provide additional assistance with meeting their biweekly work requirement. Work Schedules is addressed in a separate policy from telework, so employees should consult the agency's work schedules policy or applicable CBAs for more information.

Example 1: An employee has children in the home on a regular or situational telework day due to a school closure. Other than general oversight and occasional brief breaks to tend to family matters, the employee is able to complete work assignments during the daily tour of duty. Leave or work schedule adjustments aren't necessary.

Example 2: An employee has children in the home on a regular or situational telework day due to a school closure. One child needs more than minimal assistance with a school assignment during the employee's tour of duty. The employee will need to take leave or adjust their work schedule for the time they were unable to work.

Example 3: An employee requested a temporary AWL at their parent's residence so they can help their father provide assistance to their mother post-surgery. The employee may telework when not providing care for their mother and must take leave or adjust their work schedule when taking her to doctor appointments or caring for her when the father must run errands or needs a break during the employee's tour of duty.

Reasonable Accommodation under the Telework Program: Telework is an available way to accommodate qualified employees with disabilities under the agency's reasonable accommodation process. Employees seeking to telework as a reasonable accommodation should contact their immediate supervisor or the national or local reasonable accommodation coordinator. Employees teleworking as a reasonable accommodation will follow the general requirements contained in this policy to the extent such requirements are consistent with the reasonable accommodation. Employees must, at a minimum, submit a telework application, training certificate, and safety checklist. Employees approved to telework as a reasonable accommodation are required to have a valid, signed telework agreement.

EPA Continuity of Operations Plan: Telework is an important part of the agency's COOP. It enables employees to work from AWLs during emergencies such as a natural disaster, a terrorist attack, disruption to facilities or a pandemic health crisis. It is a key tool in continuing the agency's vital role in the federal government in the face of an emergency. In such an emergency, any employee—with or without a telework agreement—may be required to telework. (Note: during any period the EPA is operating under a COOP, the COOP shall supersede this policy.)

VII. PORTABLE WORK: DESIGNATING AND NOTIFYING EMPLOYEES

Although most positions may be suitable for telework, not all aspects of all jobs can be performed effectively at an AWL and therefore, be considered portable. Also, the portability of an employee's work can change over time due to project or mission needs. Each supervisor must identify the positions within their organization eligible for telework based on this policy and those not eligible, and notify each employee, including newemployees, of their eligibility to telework based on the portability of their work. Supervisors must use the notification memorandum (Appendix E) to notify employees of their ineligibility, if applicable. No notification is required if the employee is eligible to participate in telework. Supervisors are also responsible for working with their HR SSC to identify new positions or portions of positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements.

Work Suitable for Telework: Portable work performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA's mission. Work suitable for telework depends on job content, rather than job series or title, type of appointment, or work schedule.

Employees may have some duties suitable for telework and others not suitable. For these employees, supervisors will need to determine how many days per pay period an employee is eligible to work at an AWL as part of regular telework.

Duties Not Suitable for Telework: Work that isn't portable can't be performed at another location with equal effectiveness. Examples of duties not suitable to be performed away from the agency worksite include, but are not limited to, the following:

- Requiring frequent in-person contact with the supervisor, colleagues, clients, or the general public in order to perform their job effectively. These duties cannot otherwise be achieved by e-mail, telephone, video calls, collaboration technology, or other electronic means;
- Accessing classified information or a classified installation [including those materials subject to a written policy, at the government, agency or organizational level, restricting use/access outside of a specific government installation or area within a government installation];
- Involving the construction, installation, maintenance, or repair of EPA facilities;
- Involving the physical protection of EPA facilities or employees; or
- Involving other physical presence/site-dependent activity (e.g., emissions testing, laboratory trials).

VIII. EMPLOYEE ELIGIBILITY REQUIREMENTS

Basic Eligibility Requirements: An EPA employee may be authorized to telework if:

- The employee has sufficient portable work for the amount of telework requested;
- The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work;
- The employee agrees to return to the agency worksite on a telework day if required to do so by their supervisor with at least 48 hours' notice;
- The employee continues to comply with the terms of their written and approved telework agreement; and
- Arrangements are in place for dependent/elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL.

Employees may not telework work if:

- The employee has been officially disciplined (i.e. a disciplinary action that results in the placement of a document in an employee's official personnel file) for being absent without permission for more than five days in any calendar year;
- The employee has any documented performance or conduct deficiencies related to telework within the preceding 12 months, such as letters of reprimand, or leave restrictions;
- The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties; or
- The employee has been officially disciplined for misuse of a government computer in the preceding 12 months.

XIX. TELEWORK TRAINING

Standardized training sessions for supervisors and employees will be jointly developed by the unions and management on the basics of telework to ensure a common understanding of its requirements. Participating employees must complete the agency-approved training and obtain a certificate of training before participation. The employee's record of the required training must be attached to the telework agreement. Supervisors or managers must also complete agency-approved telework training and obtain a certificate of training.

XX. ESTABLISHING THE TELEWORK AGREEMENT

Regular and Situational Telework: The following actions are to be taken when establishing a regular or situational telework agreement:

- The employee submits a completed application to their immediate supervisor;
- The employee and supervisor discuss the proposed telework agreement and the type of work to be completed by the employee at an AWL;
- If a suitable arrangement is reached, the employee completes the application/agreement, safety checklist and the required training. Once all requirements are completed, the telework agreement is signed and dated by the employee and supervisor;
 - A separate agreement for each telework episode is not necessary if the employee has signed an agreement to telework;
- Employees may request more than one AWL. Employees requesting to work at an alternate work location not previously approved must submit a telework agreement and checklist for the new location to the supervisor for approval.
- Employees are to obtain information and implement all procedures for accessing the secured operations of the agency worksite; and
- If the AWL is a telework center, arrangements must be made by the employee's organization to cover costs of using the center and to reserve a workstation for the employee.

Medical Telework: Medical telework may be authorized for up to 80 hours per pay period for up to 90 calendar days. After 90 calendar days, a medical telework agreement may be extended for additional 90-calendar day periods if the additional medical certification justifies such at each extension (i.e., every 90 calendar days).

The following actions are to be taken when establishing a medical telework agreement:

- The employee must submit a written statement from a licensed physician or other licensed healthcare practitioner:
 - Providing a description of the medical condition necessitating the telework arrangement;
 - Summarizing the prognosis, including the expected return-to-work date, and, as appropriate, discussing medical management—including how the temporary medical condition might interrupt the employee's work schedule;
 - Listing restrictions necessary for work performed at the AWL, if applicable;
 - Stating the employee is able to perform the duties of the position at an AWL; and
 - Describing the benefit to the employee's medical condition from working at an AWL, or the reduction of health risks to other employees, if any, derived from this arrangement.
 - Generally, the information provided will be sufficient for the supervisor to make a decision on the request for medical telework; however, management reserves the right to seek additional information if needed per 5 CFR § 339.102–104.
- Based on the employee's condition, the supervisor may grant the employee sick leave or approve a combination of sick leave and telework to cover the situation.
- Medical telework is appropriate for employees with non-work-compensable injuries. Employees with work compensable injuries will be managed under applicable workers' compensation regulations.

XXI. TELEWORK AGREEMENTS

The telework agreement covers the terms and conditions of the telework arrangement. It also constitutes an agreement by the employee to adhere to applicable guidelines and policies. The telework agreement includes items such as the voluntary nature of the arrangement; duration of the telework agreement; hours and days of duty at each work location; leave approval and requests for overtime and compensatory time; performance requirements; and proper use and safeguards of government property and records. When any significant aspect of the work agreement changes (e.g., position, work assignment, alternate work location, etc.), the employee and supervisor will reassess the employee's work in accordance with this policy to determine telework suitability and continued approval.

Employees may have a telework agreement that allows them to telework from an AWL part of their day and work in an official agency worksite part of their day (split-day) as long as they comply with relevant authorities on work schedules and leave.

Employees designated for COOP purposes may be required to telework, irrespective of telework status/agreement.

The supervisor must retain a copy of the signed telework agreement and a copy must be provided to the employee. A copy of the signed telework agreement must also be provided to the appropriate telework coordinator who is responsible for maintaining telework records in the organization.

XXII. TIME, ATTENDANCE AND OTHER MISCELLANEOUS ISSUES

Recording Telework Hours and Control of Time and Attendance: Proper recording, monitoring and certification of employee work time are critical to the success of the program. Employees are responsible for recording all telework time into the time and attendance system using the appropriate telework time reporting codes.

Telework Time Reporting Codes: The time reporting codes all teleworking employees must

use to document and certify their work hours are provided below. There are separate TRCs for regular, situational/episodic, medical and unscheduled telework as well as for overtime telework and telework as a reasonable accommodation. EPA's approved TRCs are as follows:

- a. **TMREG:** Telework Medical Regular;
- b. **TOHRW:** Telework Overtime Hours;
- c. **TWRAC:** Telework for Reasonable Accommodation;
- d. **TREGW:** Telework Regular Hours;
- e. **TWCTU:** Telework Comp Time Used;
- f. **TWCTE:** Telework Comp Time Earned;
- g. **TWEHR:** Telework Episodic Hours (for situational/episodic); and
- h. **TWUSH:** Telework – Unscheduled.

Hours of Duty and Work Schedules: Employees who telework will maintain a single type of schedule (e.g., compressed, flexible work schedule) whether at the Official Agency Worksite or the AWL. Unstructured arrangements where employees work at the AWL without prior supervisory approval are not permitted. Employees should refer to the agency's work schedules policy or applicable CBA for more information.

Overtime during Telework - Eligibility Requirements: Just as at the Official Agency Worksite, overtime work conducted at an AWL must be approved in advance; overtime work not ordered and approved in advance by the supervisor, in writing, will not be compensated. Detailed information on overtime can be found in the *EPA Pay Administration Manual* (EPA Order 3155) and applicable CBAs.

Workers' Compensation: Employees who telework are covered by the Federal Tort Claims Act or the Federal Employees Compensation Act and qualify for continuation of pay for workers' compensation for injuries sustained while performing their official duties. For this reason, it is vital a specific AWL be approved in advance and adhered to by the employee.

The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, specifically whether the event occurred at the agency worksite or at an AWL during official duty. Typically, supervisors or managers are not present when an employee sustains an injury. Employees, in all situations, bear responsibility for informing their immediate supervisor of an injury at the earliest time possible, seeking appropriate medical attention and filing the appropriate workers' compensation claim form.

Telework arrangements can also result in employees who are currently receiving continuation of pay or worker's compensation returning to work, thus taking them off the workers' compensation rolls. Supervisors may be able to find work such employees are able to perform at home or restructure existing work so some of it may be completed at home.

Requirement to Return to the Agency Worksite on a Scheduled Telework Day: Teleworking employees working at an AWL may be recalled to the Official Agency Worksite as a last resort to meet time-critical mission, staffing, and workload requirements that cannot be performed at the AWL and cannot be re-scheduled. Under these rare circumstances, the supervisor shall notify the employee as early as possible, but not less than 48 hours in advance, if they are subject to a recall to the Official Agency Worksite in an effort to provide the employee sufficient time to make necessary arrangements.

A supervisor may, on rare occasions, recall an employee to their Official Agency Worksite with fewer than 48 hours notice when the purpose of the recall is unforeseeable and essential for the agency to meet

its mission.

If an employee is required to be at the Official Agency Worksite on a regularly scheduled telework day, the employee may request, and the supervisor may approve, a situational telework day in the pay period.

Monitoring Performance: GAO guidelines require agencies to establish a method providing the supervisor with reasonable assurance employees are working when scheduled. Appropriate management controls and reporting procedures must be in place before employees begin teleworking. Teleworkers and non-teleworkers shall be treated identically for the purposes of monitoring and assessing job performance by the following methods:

- i. Supervisory telephone calls, video calls, or e-mail messages to an employee during times the employee is scheduled to be on duty; and
- ii. Use of performance management systems, including regular workload/accomplishments reports for teleworking and non-teleworking employees, to determine reasonableness of work output for time spent, project schedules, key milestones, quality of the work performed, and team reviews.

Routine performance monitoring will not include use of video or audio recording of employee activities at their work stations, keystroke counting, or monitoring of “availability” status on Teams.

XXIII. EMERGENCIES: UNSCHEDULED TELEWORK/DISMISSALS/CLOSURES

Unscheduled Telework/Closures: In the event of an unexpected office closure, telework-ready employees already scheduled to telework on the closure day are required to do so. Telework-ready employees not scheduled to telework on the closure day but scheduled to work at the official duty location are required, in coordination with their supervisor, to utilize unscheduled telework to the maximum extent possible. If necessary, (e.g., there is insufficient portable work) the employee’s supervisor may grant an appropriate category of administrative leave (e.g., weather and safety) to cover all or a portion of the scheduled workday.

Employees who are required to work during their regular tour of duty on a day when federal offices are closed to the public (or during delayed arrivals or early dismissals) are not entitled to overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours. Employees reporting to an AWL other than the employee’s primary residence during the workweek will follow the closure or dismissal procedures of the AWL.

Late Arrivals/Early Dismissals at the Agency Worksite: When the agency announces early closure of or late arrival to the agency worksite, telework-ready employees already scheduled to telework on the early closure or late arrival day are required to telework their regularly scheduled non-overtime hours to the maximum extent possible. Telework-ready employees not scheduled to telework on the early closure or late arrival day will be required to utilize unscheduled telework to the maximum extent possible. If necessary (e.g., there is insufficient portable work), the employee’s supervisor may grant an appropriate category of administrative leave (e.g., weather and safety) for their regularly scheduled non-overtime hours when the agency worksite is closed. Early release for the holidays must be granted to those on telework to the same extent as granted to those employees working at the agency worksite.

Unscheduled Telework Announced: In the event the regular office/worksite is open, but there is an announcement of the option for unscheduled telework, telework-ready employees not otherwise scheduled to telework may telework, come into the regular office/worksite or use annual leave,

credit hours, or other appropriate leave.

Other Emergencies or Disruptions to the Agency Worksite: In the event of a disruption to normal office operations (e.g., national or local emergency, emergency event involving inclement weather, or any situation with the potential to disrupt normal office operations), employees approved for regular and situational telework are expected to telework to the extent possible if instructed by the supervisor to do so. InCOOP situations, telework may be required.

General Provisions: It is recommended supervisors and employees coordinate in advance if there is an anticipated event with the potential to disrupt normal office operations to ensure employees have portable work and the necessary equipment to telework during a agency worksite closure to the extent possible.

As with scheduled telework, an employee performing unscheduled telework must have portable work to perform throughout the workday when teleworking. An employee who does not have enough portable work may report to the agency worksite if it is open; may contact their supervisor for additional work; may request annual leave, credit hours, or other appropriate leave; or may adjust their work schedule (if applicable).

When severe weather or other circumstances prevent work at the AWL (e.g., loss of electricity, employee must evacuate, infrastructure/connectivity and child/elder care issues) or there is a lack of portable work as determined by the supervisor, and the agency worksite is closed to employees, a telework-ready employee may be granted an appropriate category of administrative leave (e.g., weather and safety) by their supervisor.

XIV. MODIFICATION AND TERMINATION OF THE TELEWORK AGREEMENT

Telework is a voluntary program and not an employee entitlement. Employees who telework do not have an automatic right to continue teleworking. Telework agreements may be modified, adjusted or terminated at any time by management based upon an employee's failure to adhere to telework requirements or based upon any other consideration affecting employee eligibility under this policy. Telework agreements may also be modified, adjusted or terminated at any time when requested by the employee. Participation in telework will be terminated if the employee no longer meets the eligibility criteria. Before removing an employee from telework for performance or conduct issues, supervisors will complete the necessary processes to address the issues and consult their servicing labor and employee relations office for guidance.

Management shall provide sufficient notice (typically at least one full pay period when feasible) before terminating a telework agreement to allow the affected employee to make necessary arrangements. The reason for termination will be documented, signed by the supervisor, manager and/or approving official, and furnished to the affected employee and the servicing labor and employee relations office. The servicing labor and employee relations office will notify the president of any applicable union of the name of the employee and the reason(s) for the termination. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect. An employee whose telework agreement was terminated may re-apply for telework.

When any significant aspect of an employee's work changes (e.g., position, work assigned, AWL), the supervisor will reassess the portability and suitability of employee's work for continued telework approval.

An employee may withdraw an application for telework, or terminate an approved telework agreement, at any time without prejudice, and return to the agency worksite. The employee must

notify the supervisor in writing, and the supervisor should in turn acknowledge the employee's notice in writing, to prevent misunderstandings about work location.

XV. REPORTING

As OPM and other federal organizations seek telework reports, the agency's TMO and agency telework coordinator will serve as the primary liaisons between EPA, OPM and other federal organizations. EPA's telework coordinator will serve as the agency's central coordinating point and will work with telework coordinators across the agency to prepare comprehensive telework information.

XVI. FACILITIES AND EQUIPMENT

Alternative Work Location Office Space: Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, employees should have adequate internet speed and be able to easily access the intranet, agency systems, communicate by telephone, email and established collaboration tools (currently Microsoft O365 suite) with the supervisor, coworkers and serviced clients when working from their AWL. In addition, employees are responsible for verifying and ensuring their work areas comply with health and safety requirements (see the "*Employee Self-Certification Safety Checklist*"). Home work areas must be clean and free of obstructions, and free of hazardous materials. An employee's request to telework may be disapproved or rescinded based on documented safety problems or the presence of hazardous materials.

A supervisor or designated safety official may inspect the AWL for compliance with health and safety requirements in the very rare circumstance that this may be deemed appropriate. The need for a scheduled site visit by the supervisor or designated safety official to the employee's AWL during work hours may occur only in very rare circumstances where an employee's compliance with health and safety requirements raises reasonable concerns substantiating the need, and only after the supervisor receives concurrence from the servicing LER specialist or other human resources official and provides notice to the employee's representative union, if applicable.

Agency Worksite Space Sharing: If management seeks to implement any space-saving initiatives, they will notify the unions and bargain to the extent required by CBAs, local agreements, applicable law, rule and regulation. Such space-saving options will be based on space availability and may include shared workstations, smaller workstations or unassigned touchdown/hoteling situations.

If an employee ceases to telework, the employee will be assigned to an office space similar or equivalent to the office they had before any space-saving initiatives were implemented.

Government-Furnished Equipment: The agency is under no obligation to provide GFE to its employees solely for the purpose of teleworking, but most employees will receive a government-issued laptop at a minimum. Supervisors may authorize the purchase and distribution of additional equipment or supplies (e.g. printers, printer cartridges, monitor, etc.) for the individual teleworker where legally permissible, as necessary, and if budget permits.

Employees who have an agency-issued laptop or mobile phone assigned to them may use such equipment while teleworking and shall take reasonable safeguards against theft and damage when they do so.

All agency-issued equipment and supplies remain the property of the agency and the EPA remains responsible for service and maintenance of the equipment. The EPA is also under no obligation to service or maintain equipment belonging to the employee, even if the employee uses it for agency work.

If an employee furnishes their own equipment/workstation at the AWL, the government will not reimburse the employee for the purchasing costs of the equipment/workstation. In addition, the employee is responsible for the maintenance, repair and replacement of privately-owned equipment. The agency will not reimburse the employee for such costs, including broadband.

The EPA may not reimburse employees for the utility costs (e.g., heating, air conditioning, lighting and the operation of government-furnished computers) for AWLs. Utility costs include the monthly service charges for telephone or specific telephone charges. Teleworking employees should use agency meeting and conferencing tools, communication options like EC-500, or government-issued mobile phones to conduct official government business with customers and contacts in other locations. The agency will also not reimburse employees for miscellaneous office supplies. Employees requiring pens, paper, paper clips, notebooks, printer cartridges, etc., may use the supplies provided by the agency; however, there should be no expectation of reimbursement for items purchased or for the agency to ship goods to an employee's AWL.

For employees working at an AWL outside of the LCA, the agency is responsible for service and maintenance of GFE. In cases where GFE needs repair and upgrade, the agency will make all reasonable efforts to initiate repairs and upgrades remotely. However, should on-site assistance be required, employees must either return to their agency worksite or make other arrangements with their supervisor to ensure repairs and upgrades can be made expeditiously. In consultation with the employee, supervisors or managers will make determinations over questions such as the employee's duty status, appropriate work assignments and potential temporary equipment during the interim period between when repairs and upgrades are required and when they are completed.

Note: Consistent with the agency's Records Management Policy, official agency business should first and foremost be done on official EPA information systems. The Federal Records Act prohibits the creation or sending of a federal record using a non-EPA electronic messaging account unless the individual creating or sending the record either: (1) copies their EPA email account at the time of initial creation or transmission of the record, or (2) forwards a complete copy of the record to their EPA email account within 20 days of the original creation or transmission of the record.

XVII. INFORMATION SECURITY

The EPA CIO issues and maintains information security directives for protecting EPA information and information systems to include when users are teleworking and accessing systems remotely. These directives outline the responsibilities of each program office, region or other organization, and users in protecting EPA systems and information. Other pertinent supporting information security directives may be issued by users' program offices, regions or other organizations.

Users agree their responsibilities, described in the agency's information security directives, apply while on telework status. Teleworkers must minimize security risks to all agency information and systems.

The AWL workplace and workstation and other devices used with agency information must be configured to ensure all agency information in any form or format is properly protected at all times and in accordance with all agency directives.

XVIII. RECORDS MANAGEMENT

When working at an AWL, agency employees must continue to comply with the agency's records management policy and any other applicable policies related to using, creating, maintaining and disposing of records. Employees shall also comply with the Federal Records Act, Freedom of

Information Act, the terms of any litigation hold, discovery in litigation and any requests for records by the Office of the Inspector General. Any record removed from the agency worksite for telework assignments remains the property of the agency and any information generated from telework assignments is the property of the agency. Employees are responsible for maintaining the integrity of their records and for producing records on demand.

Disposal of Telework Program Records: EPA Records Schedule 0039, Alternate Worksite Records, authorizes the disposal of records related to requests or applications to participate in an alternate worksite program (i.e., telework). This includes agreements between the agency and an employee, records relating to the safety of the worksite, the installation and use of equipment, hardware and software, and the use of secure, classified information or data subject to the Privacy Act.

XIX. POLICY UPDATING PROVISION

In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and Budget, OPM, the Federal Emergency Management Agency, the National Archives and Records Administration, and the GSA. The AA for OMS may also re-delegate the authority to update the policy to the director of the Office of Human Resources. This authority also may be re-delegated further as appropriate.

XX. WAIVER

Any request to waive the requirements of this policy must be submitted in writing by the AA/RA (or designee) and approved by the OMS AA (or designee).

XXI. MATERIALS SUPERSEDED

- a. EPA Order 3110.32, *Telework Policy* (July 28, 2020).

XXII. REFERENCES

- a. The Telework Enhancement Act of 2010
- b. Public Law 106-346, § 359: Requires all Executive agencies to establish telework policies
- c. Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630: Requires funds be set aside for Executive agency employees to use telework centers
- d. 5 USC 65: Telework
- e. 5 CFR 351.203: Definitions
- f. 5 CFR Part 530: Pay Rates and Systems (General)
- g. 5 CFR Part 531: Pay Under the General Schedule
- h. 5 CFR Part 550: Pay Administration
- i. 5 USC Section 5305(i): Special Pay Authority-New Official Duty Station
- j. 5 USC 5702: Per diem; employees traveling on official business
- k. EPA Delegation 1-17 A (September 13, 2011) *Domestic Travel*.
- l. EPA HR Bulletin number 08-006B (September 30, 2008) *Time Reporting Codes (TRCs) for Certifying Time and Attendance for Employees in EPA's Flexiplace (Telework) Program*
- m. *Guide to Telework in the Federal Government* (April 2011), OPM
- n. *Governmentwide Dismissal and Closure Procedures* (November 2018), OPM
- o. *Additional Guidance on Post-Reentry Personnel Policies and Work Environment* (July 23, 2021),

March 8, 2022

OPM

p. *2021 Guide to Telework and Remote Work in the Federal Government* (November 2021), OPM

XXIII. APPENDICES

- Telework Agreement
- Safety Checklist
- Telework Discontinuation
- Notification of Ineligibility

**General Services Administration
Supplemental Documents**

General Services Administration
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL

January 18, 2024

OMB issued its Organizational Health and Performance Memorandum (M-23-15) last spring as guidance for agencies as they re-evaluate their work environment posture to increase in-person presence while optimizing organizational health and performance. As the White House Chief of Staff and OMB have continued to emphasize in the Cabinet, PMC, and other forums, it is essential for agency leaders to be paying close attention to implementation progress and ensuring that updated Work Environment policies are having the intended impact.

In line with M-23-15, OMB requests that agencies that are still implementing in-person presence goals respond to this **implementation data call** outlining all remaining steps that the agency will take to reach intended work environment postures.

Agencies should provide:

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).
- (2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.
- (3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

Request. Please send a written update that answers these questions. Agencies may provide additional detail or narrative on top of these answers. Responses are due via email to futureofwork@omb.eop.gov no later than January 26, 2024.

Work Environment Implementation Data Call Response

1. Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

GSA is currently operating in a steady state with respect to in-person objectives, while closely monitoring organizational performance and health metrics – as well as shifts by our customers – to ensure continued high levels of mission delivery and customer satisfaction. Eligible employees at GSA worked with their supervisors to establish schedules for telework in alignment with their designated position category and to update Telework and Remote Work Agreements accordingly. Employees are scheduled to undergo a Telework and Remote Work Agreement Recertification Process this spring, where agreements will be reviewed for accuracy and approved by direct supervisors.

2. Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

GSA's Work Environment Council is continuing to evaluate and strengthen the agency's current set of Organizational Health and Performance Measures. The Council and GSA Leadership review these metrics on a quarterly basis and identify opportunities for improvement when measures do not meet intended targets.

The Council is also committed to GSA's ability to attract and retain top talent, effectively train staff and supervisors, and actively promote organizational health in the hybrid environment. The Workforce Planning working group is performing preliminary assessments of our hybrid onboarding and training processes to ensure our employees are equipped to succeed in a hybrid environment. Additionally, evaluations are underway to test various strategies, such as core days and onsite immersion programs, aimed at strengthening meaningful in-person experience.

3. Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

GSA uses a full complement of information sources to track employee work status and compliance with communicated policies. This includes our time and attendance system, payroll system data, and badge-swipe data (where available). Supervisors across GSA have been instructed to monitor staff adherence to Telework and Remote Work Agreements each pay period when approving time and leave. Telework Agreement Audits are performed on a quarterly basis to identify incorrect use of time codes,

DRAFT and DELIBERATIVE

improper duty stations and transit benefits errors. We are continuing to evaluate any gaps in compliance to diagnose and resolve as needed.

**General Services Administration
Telework Policy(s)**



U.S. General Services Administration (GSA)

GSA Order: Telework and Remote Work Policy
HRM 6040.1C
Office of Human Resources Management
gsatelework@gsa.gov

Purpose:

This Order issues and transmits General Services Administration (GSA) policy governing the use of telework and remote work.

Background:

Based on the provisions of Public Law No. 111-292, known as the Telework Enhancement Act of 2010, as amended by the Administrative Leave Act of 2016, this policy provides guidelines for implementation of telework and remote work within GSA.

Applicability:

This Order applies to all GSA employees in the performance of their duties, except for the employees in the following independent offices within GSA:

1. The Office of Inspector General. The Office of Inspector General (OIG) has independent personnel authority. See Section 6 of the Inspector General Act of 1978, (5 U.S.C. App. 3), as amended (Inspector General is authorized "to select, appoint, and employ such officers and employees as may be necessary for carrying out the functions, powers, and duties of the Office of Inspector General") and GSA Order ADM P 5450.39D GSA Delegations of Authority Manual (Delegations Manual), Chapter 2, Part 1 ("the Inspector General has independent authority to formulate policies and make determinations concerning human capital issues within the [OIG]" and GSA determinations/delegations do not limit that authority). Similarly, GSA specifically recognizes that the Inspector General has independent authority to formulate policies and make determinations concerning training, employee development, and career management; and
2. The Civilian Board of Contract Appeals. This policy applies to the Civilian Board of Contract Appeals (CBCA) only to the extent that the CBCA determines it is

consistent with the CBCA's independent authority under the Contract Disputes Act and it does not conflict with other CBCA policies or the CBCA mission.

Cancelation:

This Order supersedes HRM 6040.1B, GSA Telework and Remote Work Policy dated December 21, 2021.

Summary of Changes:

This Order incorporates the GSA's Domestic Employee Teleworking Overseas (DETO) policy, including DETO definitions, responsibilities and timelines.

Roles and Responsibilities:

1. The Office of Human Resources (OHRM) is responsible for ensuring the order is carried out in accordance with applicable laws, regulations, and bargaining obligations.

Signature

DocuSigned by:
Jeff Lau
360FE0F50DE8476...
Jeffrey Lau
Acting Chief Human Capital Officer
Office of Human Resources Management

2/22/2024

Date

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1. Introduction

1.1. GSA recognizes telework and remote work as strategic management tools and workplace flexibilities for attracting, retaining, and engaging talent and accomplishing organizational goals.

1.2. GSA continues to assume a leadership role in support of telework and remote work to fully enable GSA to meet its mission. Telework and remote work are critical to:

- a. Performance-based business outcomes for individuals, work teams, and organizations;
- b. Continuity planning;
- c. Sustainability;
- d. Recruitment and retention;
- e. Employee engagement; and
- f. Work/life balance.

1.3. GSA supports the use of telework and remote work to the extent that it is consistent with the business needs of the organization and the individual work requirements of the employee.

1.4. This policy is designed to facilitate agency, organizational, and individual performance by providing the structure needed for effective implementation of telework and remote work for GSA. Successful telework and remote work requires communication and collaboration between employees, their supervisors, and affected work groups. Each has responsibilities for successful implementation and related performance outcomes. Organizations must ensure compliance with the provisions of this policy, support of agency guidance, and fulfillment of applicable labor relations obligations.

1.5. Telework and remote work are not an entitlement or right of individual employees.

1.6. Telework and remote work are established to facilitate the accomplishment of work, while balancing the needs of the workforce.

1.7. Heads of Services and Staff Offices make position categorization determinations to align the workforce to the mission.

1.8. Supervisors are responsible for making determinations in regard to telework and remote work participation, work schedules, and frequency, with consideration for individual, team, and position categorization requirements, as stated in paragraph 4.6.a.

1.9. Employees are responsible for accomplishment of work pursuant to their performance plans, and for appropriately using telework and remote work, as stated in paragraph 6.1.

1.10. The use of telework and remote work by GSA employees is restricted to the United States and its territories and possessions only. The only possible exceptions are if a GSA employee is serving on an overseas tour or working under an approved Domestic Employees Teleworking Overseas (DETO) agreement.

2. References

2.1. [Public Law No. 106-346, Section 359, of October 23, 2000 \(Department of Transportation and Related Agencies Appropriations Act\).](#)

2.2. [Public Law No. 111-292 of December 9, 2010 \(The Telework Enhancement Act of 2010\).](#)

2.3. [Public Law No. 114-328, Section 1138, of December 23, 2016 \(The Administrative Leave Act of 2016\).](#)

2.4. [OPM Governmentwide Dismissal and Closure Procedures, dated December 2022.](#)

2.5. [OAS P 7005.1A Internal Space Allocation, Design, and Management Policy.](#)

2.6. [OAS 9900.1A, Government Furnished Information Technology \(IT\) Equipment for Use Outside GSA Agency Worksites.](#)

2.7. [OAS 5700.1B Temporary Duty \(TDY\) Travel Policy.](#)

2.8. [OAS 5770.1A Local Travel Policy.](#)

2.9. [OAS 1860.1 Print Management Policies and Practices.](#)

2.10. [HRM 2300.1 CHGE 3 Policy and Procedures for Providing Reasonable Accommodation for Individuals with Disabilities.](#)

2.11. [ADM 2430.1A The U.S. General Services Administration Continuity Program.](#)

2.12. [ADM 2430.3 The U.S. General Services Administration Emergency Management Program.](#)

2.13. [Public Law No. 117-81, Section 6202, of December 27, 2021 \(National Defense Authorization Act for FY 2022\).](#)

2.14. [Executive Order 14100 dated 6/9/2023.](#)

3. Definitions

3.1. [Agency Worksite.](#) The regular worksite associated with the employee's position of record; the physical address or place where the employee would work if not teleworking or working remotely. The agency worksite is generally considered a centralized location of an employee's assigned organization.

3.2. [Appropriate Alternative Worksite.](#) A worksite other than the agency worksite, typically the employee's residence, that supports work and provides appropriate information technology (IT) connectivity and security precautions in support of the work.

3.3. [Commuting Area.](#) Pursuant to 5 CFR 550.703, the commuting area is defined as the geographic area surrounding a worksite that encompasses the localities where people live and reasonably can be expected to travel back and forth daily to work, as established by the employing agency based on the generally-held expectations of the local community.

3.4. [Domestic Employees Teleworking Overseas \(DETO\).](#) U.S. Government Civil Service employee assigned to a domestic position, teleworking from an overseas location for a limited period of time. Although the domestic employee is not assigned or detailed to the overseas location, the DETO's duty station is temporarily changed to reflect the overseas alternate worksite for the duration of the DETO arrangement.

- a. Independent DETO. An employee not included on Orders of a U.S. Government sponsoring employee. GSA policy prohibits independent DETOs, because of the security risks and the associated costs to the agency involved.
- b. Sponsored DETO. An employee who is the spouse of a sponsoring employee assigned overseas. A sponsored DETO is covered by the U.S. Government orders of the sponsoring employee.
- c. Sponsoring Employee. Either 1) A Civil Service employee, who is, or will be, assigned (not temporary duty, i.e., TDY) to a U.S. mission abroad under Chief of Mission (COM) authority or an office of the American Institute in Taiwan, or 2) a DoD employee or uniformed service member who is or will be assigned (not TDY) to a military base or U.S. mission abroad.

3.5. Domestic Employee Teleworking Overseas (DETO) Agreement. An official agreement documenting the terms and conditions of the DETO arrangement.

3.6. Emergency Employees. Employees who are expected to report to their worksite or begin telework (as permitted) on time unless otherwise directed by GSA. Emergency employees should be designated and notified in advance on an annual basis.

3.7. Emergency Situation. An event, incident, or circumstance that interrupts or compromises operations at, or travel to or from, the agency worksite or appropriate alternative worksite. This may include a range of situations including, but not limited to: civil disruptions, inclement weather and associated travel conditions, national security situations, natural disaster, public health emergencies, power outages, unusual traffic situations, water main breaks, or other incidents where access to the agency worksite or appropriate alternative worksite is compromised.

Emergency situations also include, but are not limited to, circumstances that result in an official operating status announcement that permits unscheduled telework, as defined in this policy and outlined annually in [GSA Dismissal and Closure Procedures](#), based upon the guidelines published by the Office of Personnel Management's (OPM') [Governmentwide Dismissal and Closure Procedures](#). Information Technology (IT) incident response is addressed within Incident Response (IR) [CIO IT Security 01-02]. For clarification, emergency situations and continuity events can be found within [ADM 2430.1A The U.S. General Services Administration Continuity Program](#) and [ADM 2430.3 The U.S. General Services](#)

Administration Emergency Management Program.

3.8. Mobile Work. Work that is characterized by the regular travel to and from work in customer locations or designated worksites as opposed to an agency worksite. Mobile work may consist of work such as: site audits, site inspections, and investigations. It is distinguished from telework in that the work being done by the employee is specific to a designated worksite or location. Mobile work may be combined with telework.

3.9. Official Worksite/Duty Station. Pursuant to the OPM definition, and as set forth in 5 CFR 531.605, the official worksite is the location where the employee regularly performs their official work duties. Changes in an employee’s official worksite may affect the employee’s pay and/or travel funding responsibilities and must be processed by the servicing Human Resources Office. Designating the official worksite is determined on a case-by-case basis using the following decision matrix:

Employee	Official Worksite/Duty Station
Scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis	Agency worksite for the employee’s position—the place where the employee would normally work if not teleworking
Not scheduled to report at least twice each biweekly pay period to the agency worksite (includes remote workers)	Appropriate alternative worksite (except in certain temporary duty situations)
Scheduled to report to varied work locations on a recurring basis (mobile work), and who does not report at least twice each biweekly pay period to the agency worksite	Agency worksite, as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the agency worksite

3.10. Personally Identifiable Information (PII). PII can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual as defined in OMB Circular A-130. (See GSA’s PII policy at [insite.gsa.gov/pii](https://www.gsa.gov/pii))

3.11. Position Categorization. Heads of Services and Staff Offices categorize positions based upon each position’s duties and business requirements. Positions are aligned into one of the following categories:

- a. Onsite Required. Positions with job functions that must be executed at an agency worksite on a daily/regular basis. The official duty station is an agency worksite.
- b. Onsite Flexible. Positions with job functions that must be executed within specific geographic locations. The official duty station is usually an agency worksite or an appropriate alternative worksite (typically the employee's home).
- c. Offsite. Positions with job functions that do not need to be executed within a specific geographic location and can be executed without reporting to an agency worksite. The official duty station is typically the employee's home.

3.12. Remote Work. Work performed on a full-time basis by an employee who does not report to the agency worksite at least two times a pay period on a regular and recurring basis (e.g., employee works from home full-time). Remote Work must be recorded in GSA's electronic time and attendance system.

3.13. Remote Worker. An employee who teleworks on a full-time basis and does not report to the agency worksite at least two times a pay period on a regular and recurring basis (e.g., employee works from home full-time). A remote worker's official worksite/duty station is an appropriate alternative worksite, typically the employee's home.

3.14. Telework. A work flexibility or arrangement under which an employee performs the duties and responsibilities of their position from an approved alternative worksite (typically their home), rather than an agency worksite.

Telework does not include:

- a. Any part of work performed while on temporary duty official travel (i.e., the Federal Travel Regulations (41 CFR Part 301) and GSA travel policy, GSA Order 5700.1B OAS, take precedence over telework policy);
- b. Work performed while commuting to and from an agency worksite; or
- c. Mobile work as defined above (including site audits, site inspections, and investigations).

3.15. Telework-Ready Employee. An employee with an approved telework agreement that identifies the employee as both eligible to telework (whether on a remote work, routine, or situational basis, and regardless of the employee's choice to

telework or decline telework), and having the appropriate IT tools and equipment, which includes the completion of the necessary training, to telework.

3.16. Types of telework. GSA employees may participate in emergency, routine, or situational telework. For timekeeping purposes, employees are required to designate individual instances of telework participation as emergency, routine, or situational, as defined below.

- a. Emergency telework. Emergency telework is telework performed in response to an authorized emergency situation, as outlined in paragraph 3.7. Examples of emergency telework include unscheduled telework (see paragraph 3.17) (a) in response to an operating status announcement based on weather or other conditions, as outlined in GSA's Dismissal and Closure Procedures, or (b) at the discretion of the GSA Administrator, according to current GSA policies. Instances of emergency telework must be recorded in GSA's electronic time and attendance system.
- b. Routine telework. Telework performed as part of a previously approved, ongoing, and regular schedule. Instances of routine telework must be recorded in GSA's electronic time and attendance system.
- c. Situational telework. Telework that is approved on a case-by-case basis, where the hours worked are not part of a previously approved, ongoing, and regular telework schedule. Examples of situational telework include telework to accommodate scheduling issues such as appointments or special work assignments away from the office. Situational telework is sometimes also referred to as episodic, intermittent, or ad-hoc telework. Instances of situational telework must be approved by the supervisor and recorded in GSA's electronic time and attendance system.

3.17. Unscheduled telework. A form of telework that allows employees to telework without previous supervisory approval in response to specific announcements by OPM or local agency authorizing officials regarding approved emergency situations as outlined in paragraph 3.7. This form of telework allows for continuity of operations during approved emergency operations. (See guidance on the use of unscheduled telework in GSA Dismissal and Closure Procedures.) Instances of unscheduled telework are considered emergency telework and must be recorded as such in GSA's electronic time and attendance system.

3.18. Weather and Safety Leave. The Administrative Leave Act of 2016 (the Act), created four new categories of leave, including weather and safety leave (5 U.S.C. 6329c). The Act provides Federal agencies with the authority to “approve the provision of leave to an employee or a group of employees without loss or reduction in the pay of the employee or employees, leave to which the employee or employees are otherwise entitled, or credit to the employee or employees for time or service only if the employee or group of employees is prevented from safely traveling to, or performing work at, an approved location due to: (1) an act of God; (2) a terrorist attack; or (3) another condition that prevents the employee or group of employees from safely traveling to or performing work at an approved location.”

- a. Weather and safety leave will not be provided to a telework-ready employee who is not prevented from working safely at an appropriate alternative worksite.
- b. GSA may consider providing weather and safety leave to a telework-ready employee in exceptional situations, including: (a) when in the agency’s judgment the telework-ready employee could not have reasonably anticipated the emergency condition and does not have the necessary equipment at the appropriate alternative worksite, or (b) when the home or other appropriate alternative worksite of a telework- ready employee is also affected by the event such that the employee is prevented from safely teleworking there (such as a power or Internet service outage).

4. Responsibilities

The following officials and components are responsible for administering this policy in accordance with the appropriate statutes and regulations:

4.1. Telework Managing Officer (TMO) will:

- a. Advocate telework;
- b. Develop and implement policy related to agency telework programs;
- c. Provide expertise and guidance to agency leadership;
- d. Serve as the primary senior level agency point of contact for OPM on telework matters; and
- e. Serve as a resource for managers and employees on telework matters.

4.2. Agency Telework Coordinator will:

- a. Serve as a point of contact with OPM and provide advocacy, implementation support, and data collection on implementation of this policy, at the agency level;
- b. Serve as a resource for managers and employees on telework matters.
- c. Provide information to and receive support from the TMO.
- d. Manage the [Telework and Remote Work Program mailbox](#).

4.3. Local Telework Coordinators will:

- a. Serve as points of contact providing advocacy, local telework implementation support, and data collection on implementation of this policy, at the Regional, Service, or Staff Office level;
- b. Provide information to and receive support from the agency telework coordinator and the TMO.

4.4. Office of Human Resources Management (OHRM) will:

- a. Ensure that all GSA employees and supervisors are aware of the opportunity for telework and the parameters for implementing telework as outlined in this policy, for new and current employees;
- b. Provide guidance, support, and evaluation to support fair and consistent implementation of this policy;
- c. Provide training for employees and supervisors; and
- d. Administer internal controls including reporting to ensure compliance with this policy.

4.5. Heads of Services and Staff Offices (HSSOs) will:

- a. Have the delegated authority to implement telework within their organizations in accordance with this policy;
- b. Delegate this authority further if required.

4.6. Supervisors will:

- a. Meet with the employee to share position categorization and obtain input on telework and/or remote work participation, as applicable;
- b. Make final determinations in regard to telework schedules and remote work participation in alignment with position categorization;
- c. Prepare a plan, in collaboration with the employee, for returning the employee to telework eligibility when telework is denied or suspended on a temporary basis, based on such reasons as outlined in paragraph 7.2;
- d. Ensure that all new employees complete the following:
 - i. Required telework training; and
 - ii. Submit appropriate agreement in the GSA-approved telework and remote work agreement system within 60 calendar days of entrance on duty;
- e. Ensure that all employees complete the required biennial refresher training;
- f. Approve the appropriate agreements in the GSA-approved telework and remote work agreement system, by:
 - i. Reviewing and discussing submitted telework and remote work agreements within 20 calendar days of their submission;
 - ii. Ensuring that the telework and remote work agreements reflect the arrangement, are modified and re-submitted as necessary, and are approved within 30 calendar days of the original submission; and
 - iii. Ensuring that employee participation in telework and/or remote work is suspended in the event an approved telework and/or remote work agreement is not in place.
- g. Treat all employees (whether teleworking, working remotely or not) the same in actions involving managerial discretion, including but not limited to:

- i. Equitable distribution of assignments among all employees in the work unit;
 - ii. Manage and evaluate each employee's performance consistently and in alignment with GSA's performance management policy and the performance expectations identified in their performance plan; and
 - iii. Use appropriate work tracking and communication tools. GSA will not determine, at the agency level, specific communications practices, but encourages individual organizations to consider what types of communication work best in support of individual and organizational performance, utilizing the many tools available to GSA employees;
- h. Ensure that all work locations support individual, team, and organizational performance, as part of overall performance management. This includes the authority to deny an employee's selection of an appropriate alternative worksite if, in the supervisor's opinion, the selected location is not business-appropriate and/or fails to provide a working environment compliant with the conditions outlined in paragraph 3.2 of this policy;
- i. Work with all employees to ensure that work locations do not place a burden or hardship on other employees;
 - j. Review and approve time and attendance information submitted by employees or timekeepers to ensure its accuracy, including the correct coding of telework and remote work participation in accordance with GSA's Time & Leave Administration Policy;
 - k. Review transit subsidy applications submitted by employees to ensure they accurately reflect telework participation and work schedule; and
 - l. Manage work in accordance with the Fair Labor Standards Act (FLSA).

4.7. Employees will:

- a. Accomplish work assigned regardless of work location;
- b. Understand that telework and remote work are in fact an official duty status, and that all employment rules remain in effect;

- c. Provide input to supervisor on the telework schedule and/or remote work participation based on position categorization;
- d. Adhere to the mutually agreed upon decisions on telework participation, schedules, and frequency, and the terms of the approved telework agreement;
- e. Adhere to the mutually agreed upon decisions on remote work participation and the terms of the approved remote work agreement;
- f. Complete mandatory biennial telework refresher training, regardless of their eligibility for telework or decision to telework or decline to telework. Failure to complete biennial telework training will result in discontinuation of telework until such training is completed. New employees must complete mandatory telework training within 60 calendar days of their entrance on duty;
- g. Submit the appropriate agreement in the GSA-approved telework and remote work agreement system, on a biennial basis, regardless of eligibility for telework or decision to telework or decline to telework;
- h. Submit a telework and/or remote work agreement in the GSA-approved telework and remote work agreement system within 60 calendar days of entrance on duty;
- i. Revise and resubmit telework and remote work agreements in the GSA-approved telework and remote work agreement system to reflect any changes requested by supervisor, so that the supervisor is able to approve the agreement;
- j. Submit updated telework and/or remote work agreements in the GSA-approved telework and remote work agreement system to reflect changes that occur prior to the biennial recertification, including change in position, organization, and/or duty station;
- k. Safeguard secure materials, including PII, in accordance with Office of Management and Budget (OMB) M-06-19 and GSA Privacy Act Program;
- l. Ensure that the appropriate alternative worksite provides appropriate information technology (IT) connectivity and security infrastructure in support of the work;

- m. Acknowledge that supervisors retain the authority to deny an employee's selection of a particular alternative worksite location if, in the supervisor's opinion, the selected location is not business-appropriate and/or fails to provide a working environment compliant with the conditions outlined in paragraph 3.2 of this policy. Any changes in the alternative worksite location, whether temporary or permanent, must be approved by the supervisor;
- n. Meet individual, team, and organizational requirements, including but not limited to all requirements regarding communication, accessibility, and collaboration, as required by the supervisor;
- o. Maintain flexibility and responsiveness to the needs or requirements of the supervisor, employing organization, work team, and customers. As with all work, employees are accountable for required individual contributions to the efforts of their work team, and must communicate and collaborate as appropriate or directed with team members, ensuring that telework supports the work of the team and does not result in diminished individual, group/team, or organizational performance;
- p. Report to the agency worksite, or other required location, pursuant to agency needs, for all or part of the workday during which they would otherwise telework or work remotely, as required by management;
 - i. Instances of canceled or interrupted telework require appropriate advance notice to the employee, as outlined in the telework agreement. Such instances do not:
 - 1. Constitute a termination of the telework arrangement, or
 - 2. Entitle the employee to a "replacement" or "in lieu of" telework day.
 - ii. Prior to approval of the telework or remote work agreement, the employee and supervisor should discuss how much advance notice is appropriate. The discussion should consider individual circumstances, including the travel distance, commute time, and availability of public transit. The GSA-approved telework and remote work agreement system will "default" to a 2-hour advance notice unless otherwise updated by the supervisor;
- q. Understand & act in accordance with the [GSA Dismissal and Closure Procedures](#), to include:
 - i. Being familiar with operating status announcements;

- ii. Preparing and planning ahead, including taking necessary equipment such as laptops to the appropriate alternative worksite, when severe weather or other emergency situation can be anticipated;
 - iii. Notifying the supervisor of employee status when an operating status announcement is made; and
 - iv. Accurately reporting and accounting for work time in GSA's electronic time and leave administration system;
- r. Accurately record telework and remote work participation in GSA's electronic time and leave administration system, or ensure that timekeepers accurately record participation based on local timekeeping procedures;
- s. Ensure individual application for transit subsidy accurately reflects telework participation and work schedule. Applications must reflect anticipated telework days and not include requests for transit subsidy for those days. Remote workers are not eligible for participation in GSA's Transit Subsidy Program;
- t. Work with supervisors to ensure that no work, regardless of the location from which it is performed, will place added burdens or hardship on other employees; and
- u. Follow established office practices, agency policies, and laws for requesting and obtaining approval of leave, overtime, or any change to the work schedule.

5. Union Representative

5.1. Union representatives who telework or work remotely while performing union activities are responsible for adhering to applicable policies and negotiated agreements consistent with their performance of union activities at the agency or appropriate alternative worksite.

6. Eligibility

6.1. Employees are eligible to telework and/or receive approval for remote work pursuant to position categorization, without diminished individual, team, or organization performance, with the exceptions outlined in subparagraph 6.2 below. Supervisors are required to make telework determinations based on appropriate business needs.

6.2. In certain specific situations based on the criteria below, the following positions or employees may be identified as ineligible for telework:

- a. Employees in positions that require, on a daily (every work day) basis,:
 - i. Direct handling of secure materials determined to be inappropriate for telework by HSSOs or designees. Secure materials are those materials:
 1. For which there exists a written policy (at the government, agency, or organizational level) restricting the use/access outside of a specific government installation or area within a government installation; and/or
 2. For which appropriate mitigating IT security measures do not exist and which may also include PII.
 - ii. Onsite work activity that cannot be handled remotely or at an appropriate alternative worksite, e.g., positions that are full-time customer-facing positions.
 - iii. In emergency or other unforeseen situations, an employee in such a position as defined in 6.2(a)(i) and 6.2(a)(ii) may be authorized to telework to the extent possible without accessing secure materials. This may include other duties as assigned including, but not limited to, self-paced and/or online training.
- b. Employees will be identified as ineligible for telework and remote work under any circumstance for conduct resulting in the employee being officially disciplined (i.e., a warning, reprimand, suspension, or removal) for:
 - i. Being absent without leave (AWOL) for more than five (5) days in any calendar year (by statute); or
 - ii. Violating subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch; or
 - iii. Viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- c. Employees disciplined for conduct identified in paragraph 6.2(b) are ineligible for telework under any circumstances, including emergency situations such as

continuity activation. In such cases the employee must report to their regular official agency worksite or, with supervisory approval, be provided with alternative officing in an agency location or, if neither is feasible, placed on administrative leave until such time as official alternative officing in an agency or other Federal location is available.

7. Denials, Suspensions, or Limitations

7.1. Supervisors are responsible for making final determinations regarding employee participation in telework that are consistent with individual performance, team, and organizational work requirements. This includes alternative work schedules (AWS), telework and/or remote work.

7.2. Supervisors may deny, suspend, or limit telework and/or remote work participation for individual employees on a permanent or temporary basis based on business needs that include, but are not limited to:

- a. Business and/or customer requirements, including appropriate office coverage;
- b. Lack of employee responsiveness/accountability while teleworking and/or working remotely;
- c. Receipt of final disciplinary action (i.e., warning, reprimand, suspension, or removal) within the past calendar year;
- d. Telework has been demonstrated to have resulted in diminished individual, work team, or organizational performance;
- e. Disciplinary action for time and attendance issues and/or AWOL (of less than 5 days) within the past calendar year;
- f. Ineffective supervisory management of subordinate staff. Supervisors should consult with their servicing employee relations specialist when making determinations regarding denial, suspension, or limitation of telework participation.

7.3. When the denial, suspension, or limitation of telework is anticipated to be on a temporary basis, the supervisor, in consultation with their servicing employee relations specialist and the employee, must prepare and document a plan designed to improve the telework-related performance.

7.4. The limitations on eligibility even in emergency or other unforeseen situations set forth in paragraph 6 are not intended to constitute an exhaustive listing of all of the possible reasons for limiting, temporarily suspending, or restricting telework.

8. Recruitment

8.1. All GSA job announcements must indicate whether the position is eligible for telework, based on the criteria in paragraph 3.11. If a position is categorized as "Offsite," the vacancy announcement must indicate whether the official worksite/duty location is:

- a. Negotiable after the selection (i.e., official worksite/duty location is the residence of the selectee), or
- b. Must be in one of several potential official worksites/duty stations (for example, a regional office city).

If (8.1.b), the potential official worksites/duty stations must be listed in the announcement. The selectee's worksite/duty location must be one of the listed locations and may not be altered after a selection is made.

8.2. A request by the selected employee to initiate a new remote work agreement at a different official worksite/duty station may not be considered until the employee has been in the position at the original worksite/duty station for a minimum of 90 calendar days.

9. Telework

9.1. General Terms.

- a. Telework is voluntary except in certain emergency situations. Employees are usually not required to telework. An exception to this may be in response to emergency situations as defined in paragraph 3.7 and outlined in paragraph 6.2. Eligible employees (see paragraph 6) may:
 - i. Choose to telework;
 - ii. Decline to telework (except in specific emergency situations);

- iii. Select the appropriate alternative worksite(s) from which to telework in accordance with paragraph 3.2; and
 - iv. Be required to telework in the event of an emergency or other unforeseen situation that prevents access to the agency worksite as outlined in paragraph 6.2.
- b. The appropriateness of telework and the frequency of telework is based upon a mutually agreed upon decision between the supervisor and the employee.
 - c. Telework is work time (i.e., hours of duty) and is not to be used for any purposes other than performance of official duties.
 - d. For covered positions, work must be supervised in accordance with the Fair Labor Standards Act (FLSA).
 - e. Telework hours must be documented correctly, using the appropriate telework code in GSA's electronic time and attendance system. Hours teleworked must be recorded as outlined in the definition of "types of telework" in paragraph 3.16.

9.2. Telework in emergency situations/use of unscheduled telework.

- a. [GSA's Dismissal and Closure Procedures](#) are consistent with OPM's [Governmentwide Dismissal and Closure Procedures](#). Employees are responsible for following the GSA guidance which provides guidance on the following:
 - the use of unscheduled telework;
 - definitions of emergency employees and telework-ready employees;
 - pay and leave information;
 - expectations when Federal offices are open and when Federal offices are closed; and
 - expectations related to dismissal and closure procedures.

- b. Telework-ready employees as defined in paragraph 3.15 are required, when there is an announcement of an operating status under which Federal offices are closed, to telework, take leave or other time off, or reschedule their alternative work schedule, as outlined in the [GSA Dismissal and Closure Procedures](#).
- c. Employees determined to be ineligible (based upon the criteria outlined in paragraph 6.2(i)) may, in emergency or other unforeseen situations, be required to telework to the extent possible without accessing secure materials. This may include other duties as assigned including, but not limited to, self-paced and/or online training.

9.3. Telework Agreement

- a. All employees must have a telework agreement approved through the GSA-approved telework and remote work agreement system before they will be eligible to telework for any reason.
- b. The telework agreement must be approved in the GSA-approved telework and remote work agreement system by the employee's supervisor within 60 calendar days of an employee's entrance on duty.
- c. Telework agreements must reflect the current agreement between the employee and their supervisor.

10. Remote Work

10.1. General Terms

- a. The official worksite/duty station of a remote worker is the appropriate alternative worksite (typically the employee's home), pursuant to paragraph 3.2 and may or may not be within the same region as the agency worksite.
- b. Remote Workers are entitled to travel reimbursement if required to travel to the agency worksite, pursuant to GSA policy, [OAS 5700.1B OAS Temporary Duty \(TDY\) Travel Policy](#).
- c. Remote work must be recorded in GSA's electronic time and attendance system.
- d. Remote Workers are not eligible for participation in GSA's Transit Subsidy Program.

- e. Remote Workers must follow the requirements and the responsibilities in [ADM 2430.1A The U.S. General Services Administration Continuity Program](#) and [ADM 2430.3 The U.S. General Services Administration Emergency Management Program](#) when the GSA Administrator activates the COOP Plan for a continuity event or when an emergency is declared.

10.2. Remote Work Agreement. A remote work agreement and a change in Duty Station PAR are required for all remote work arrangements for more than 120 consecutive days in duration.

10.3. Remote Work Analysis Tool. The Remote Work Analysis Tool (Appendix C) is required when an employee is requesting to work remotely outside of their current locality pay area for a short- or long-term arrangement. Supervisors are responsible for ensuring that the Remote Work Analysis Tool is accurately completed to include:

- a. Reviewing the position categorization to ensure that the duties of this position can successfully be performed offsite.
- b. Ensuring that employees requesting remote work (employees not selected from job announcements that were advertised as remote work) have been in their current position at the advertised agency worksite for a minimum of 90 calendar days prior to consideration of a remote work request.
- c. Determining the direct costs and/or savings of a remote work arrangement as required in the Remote Work Analysis Tool (Appendix 3).
- d. Providing justification for arrangements resulting in direct cost to GSA. Remote work that would result in greater cost to GSA than if the employee were located outside of the current locality pay area must include the organization's justification, demonstrating that the benefits of the agreement to the organization outweigh the direct costs. The justification should include all background information pertinent to the benefits of establishing the remote work, and may reflect:
 - i. Savings in transit subsidy costs (if applicable);
 - ii. Proximity of the official worksite/duty station to customers/necessary work locations;

- iii. Enhancing an organization's ability to recruit or retain talent. Those costs will be reviewed in the same manner as Recruitment, Retention, or Relocation (3R) incentives. Such a justification may include the following:
 - 1. The particular requirements of the position being filed, and how they contribute to difficulty in hiring or retaining quality candidates;
 - 2. Labor market factors that may affect the ability to attract and retain quality candidates at the agency worksite;
 - 3. The potential use of incentives (e.g., 3R incentives) in lieu of a remote work arrangement to address recruitment or retention issues and the costs of such incentives compared to the cost of a remote work arrangement;
 - 4. Negative impact to agency, customers, or business productivity if the position were to become vacant;
 - 5. Support of sustainability program targets or goals;
 - 6. Justification for establishment of remote work arrangements for current employees shall also include:
 - a. The likelihood that the employee will depart the agency (e.g., relocation of spouse, job offer) absent a remote work arrangement; and
 - b. The unique qualifications or positive attributes (e.g., consistently superior performance) of the employee.

10.4. Approval of Remote Work Analysis Tool. All Remote Work Analysis Tools, regardless of the potential financial impact, must be approved by:

- a. The employee's chain of command, defined as the immediate supervisor through Regional Commissioner (RC), or Assistant Commissioner, or equivalent (SES level) in Staff Offices. All requests must be submitted to the servicing HR Director for action (concurrence or denial) by the chain of

command within 20 calendar days of the initial request from the employee for consideration of the remote work arrangement;

- b. The servicing HR Director. Requests approved by the chain of command require action (concurrence or denial) by the servicing HR Director within 7 calendar days of their receipt of the request; and
- c. Requests approved by the servicing HR Director require action (concurrence or denial) of the CHCO or designee(s) within 21 calendar days of their receipt of the request.

10.5. Termination of Remote Work.

- a. Remote work may be terminated if management determines that termination is necessary due to changing business or organizational needs, or other mission/business reasons. In this instance, the affected employee will be offered a position at the same grade and pay in the commuting area of the current official worksite/duty station or will be offered the opportunity to move to the agency worksite.
 - i. If the employee accepts an offer to move, relocation costs will be paid by GSA in accordance with regulation.
 - ii. If the employee declines a suitable position and the offer to move to the agency worksite, management will propose the employee's removal for failure to accept a management- directed reassignment outside the commuting area in accordance with applicable regulations, policies, and collective bargaining agreements. The employee will be entitled to transition assistance in accordance with applicable regulations, policies, and collective bargaining agreements, including the GSA Career Transition Assistance Plan (CTAP). In addition to transition services, CTAP provides selection priority for positions announced within the employee's commuting area, for which the employee applies and is well-qualified.
- b. Remote work may be suspended by management for a limited period to address performance issues. Managers considering suspension of a remote work arrangement will consult with their servicing HR office before taking any action, including determining whether the remote worker will work from the closest GSA office or the agency worksite.

- c. Remote work may be terminated by management at any time when it can be demonstrated that the work arrangement has contributed to performance that falls below the fully successful level, or to misconduct as outlined in [HRM 9751.1A, Maintaining Discipline](#). The policy identifies specific instances of misconduct that require the termination of a telework agreement. Managers who are considering termination of a remote work arrangement will consult with their servicing HR office before taking any action. When the decision is made to terminate the remote work arrangement, the employee will be directed to report to their agency worksite or may be offered a position at the same grade and pay within the commuting area of the employee's current official worksite/duty station.
 - i. If the employee accepts an offer to move to the agency worksite, any relocation expenses will be paid by the employee.
 - ii. If the employee declines to move to the agency worksite, management will propose the employee's removal for failure to accept a management-directed reassignment outside of the commuting area, in accordance with applicable regulations, policies, and collective bargaining agreements. The employee, if eligible, may be entitled to transition assistance in accordance with applicable regulations, policies, and collective bargaining agreements, including the GSA CTAP. CTAP provides selection priority for positions announced within the employee's commuting area, for which the employee applies and is well-qualified. An employee must have a current performance rating of at least fully successful to qualify for the selection priority provisions of CTAP.

11. Domestic Employee Teleworking Overseas (DETO)

11.1. Overview. The Domestic Employees Teleworking Overseas (DETO) arrangement is a workplace flexibility in which GSA will consider sponsored DETO arrangements on a case-by-case basis according to the criteria laid out in this policy.

- a. Sponsored DETO approvals may take upwards of 6 months to a year.
- b. Employees seeking DETO approval should consult with their immediate supervisor immediately upon notice of upcoming overseas tour to allow ample time for processing the request.

11.2. DETO Basics.

- a. DETO arrangements are not an entitlement.
- b. The employees must receive approval of a sponsored DETO agreement from the Department of State prior to working for GSA in the host country and follow the Information Technology policies as indicated in Section 17. GSA employees, who have relocated to the host country with the sponsoring employee prior to GSA and Department of State approval, must use the appropriate leave or leave without pay (LWOP).
- c. The employee's duty station must be temporarily changed to reflect the overseas duty station for the duration of the approved DETO arrangement and documented on a Form SF-50 by the servicing HR Specialist.
- d. The employee is eligible for DETO locality pay as outlined in [Public Law No. 117-81, Section 6202, of December 27, 2021 \(National Defense Authorization Act\)](#).
- e. The employee is ineligible for foreign allowances and post differentials under 5 U.S.C. Chapter 59.
- f. The employee must comply with all Department of State Chief of Mission (COM) authority and security policies and directives.

11.3. Employee Eligibility. GSA will consider the following eligibility factors:

- a. Tenured status and time in Agency service
- b. Job Duties/Mission Needs
- c. Type of Appointment
- d. Performance and Conduct
- e. Cost

11.4. Ineligibility.

- a. Positions ineligible for telework due to onsite work activity and/or handling of classified materials.

- b. Position requirements that conflict or overlap in host country or post affairs.
- c. Unaccompanied posts and most partially unaccompanied posts.
- d. Posts where US employees have been authorized or ordered to depart.

11.5. Responsibilities.

- a. Agency Telework Coordinator will:
 - i. Serve as a point of contact with Department of State and provide advocacy, implementation support, and data collection on implementation of this policy at the agency level;
 - ii. Provide guidance and support to supervisors and employees.
- b. Supervisor will:
 - i. Complete supervisor section of the DETO agreement and approve DETO Agreement;
 - ii. Submit a duty station PAR request once the DETO arrangement is approved by the Department of State;
 - iii. Notify OMA and GSA IT of the effective date of the approved DETO arrangement.
- c. Employee will:
 - i. Provide a copy of the sponsor's orders;
 - ii. Provide required information to supervisor on the DETO arrangement;
 - iii. Immediately notify their supervisor regarding any changes in sponsor's orders which could change DETO arrangement.

11.6. Approvals.

- a. All DETO arrangements must be approved by:

- i. The employee's chain of command, up to the Heads of Services and Staff Offices (HSSOs) or designee.
 - ii. Once approved by the HSSO or designee, the DETO Agreement must be submitted to the Telework and Remote Work Program mailbox at gsatelework@gsa.gov.
 - iii. The final approval is the OCHCO. Once the CHCO approval is received, the DETO Agreement is submitted by the TMO or the Telework Coordinator to the Department of State.
 - iv. Agency approval does not guarantee Department of State approval. Agency approval does not permit the employee to perform work on behalf of the agency.
- b. All DETO arrangements require approval from the Department of State. The Department of State is not obligated to approve DETO arrangements.

11.7. Duration and Termination.

- a. The duration of a sponsored DETO arrangement must be specified on the DETO agreement, and may not exceed the overseas assignment period of the sponsoring employee, nor extend beyond five years, whichever is less. Additional time may be requested by presenting an amended DETO agreement and seeking COM approval in cases where the sponsoring employee has had their posting extended through an amendment of orders.
- b. Supervisors may cancel or amend the DETO arrangement by providing written justification within 2 pay periods notice.
- c. Employees may cancel a DETO arrangement at any time with prior notification to their supervisor of at least 2 pay periods.

12. GSA-Approved Telework and Remote Work Agreements

12.1. The GSA-approved telework and remote work agreement system combines the Telework and Remote Work Agreements into a single agreement that adapts as users respond to questions about their telework situation. Upon approval, the

system will generate copies of the approved Telework Agreement and Remote Work Agreement, as appropriate. The system allows employees to modify and recertify their Telework and Remote Work Agreements.

13. Biennial Recertification of Telework and Remote Work Agreements

13.1. All employees must recertify and/or update telework and remote work agreements through the GSA-approved telework and remote work agreement system on a biennial basis.

13.2. In addition to the biennial recertification, telework and remote work agreements must be updated when an employee changes position, organization, and/or duty station.

14. Continuity Plan and Business Plan

14.1. GSA is fully dedicated to leveraging telework and remote work capabilities to augment, when feasible, continuity of operations and emergency efforts under the Presidential Policy Directive 40 (PPD-40) [Federal Continuity Directives 1](#) and [Federal Continuity 2](#). The use of telework and remote work shall be situation specific in accordance with [ADM 2430.1A The U.S. General Services Administration Continuity Program](#) and [ADM 2430.3 The U.S. General Services Administration Emergency Management Program](#). Due to the nature of GSA's mission, certain functions must be performed in disaster areas or at dedicated continuity facilities.

14.2. The Orders listed in paragraph 14.1 above supersede all other guidance provided within the GSA Telework and Remote Work Policy during any period that GSA is operating under a continuity activation or emergency situation.

15. Safety

15.1. When teleworking or working remotely, the condition, safety, and security of the appropriate alternative worksite are the responsibility of the teleworker or remote worker. Teleworkers and remote workers are strongly encouraged to evaluate the space to ensure that it is safe and appropriate for the intended teleworking activity.

15.2. While in the act of performing official duties at an appropriate alternative worksite, teleworkers and remote workers may, depending on the facts, be covered by the:

- a. Military Personnel and Civilian Employees Claims Act of 1964, as amended (31 U.S.C. 3721);

- b. Federal Tort Claims Act (28 U.S.C. 2671-2680);
- c. Federal Employees' Compensation Act (FECA), 5 U.S.C. Chapter 81.

16. Reasonable Accommodation

16.1. Based on the situation, the agency may determine that telework or remote work is an appropriate reasonable accommodation to address an employee's work limitation(s). Employees seeking a reasonable accommodation are required to follow procedures outlined in GSA policy, [HRM 2300.1 CHGE 3 Policy and Procedures for Providing Reasonable Accommodation for Individuals with Disabilities](#).

17. Information Technology (IT)

17.1. Reference [OAS 9900.1A, Government Furnished Information Technology \(IT\) Equipment for Use Outside GSA Agency Worksites](#), regarding issuance of government equipment for telework and remote work purposes.

17.2. GSA employees are accountable for completing their Annual Security Awareness Training which includes training on how to report a security incident to the GSA Service Desk.

17.3. Employees have a continuing responsibility to safeguard Government property and are responsible for the care, security, and effective utilization of the Government property, including computers and related equipment they use to perform official duties (see 5 C.F.R. §§ 2635.101(b)(9) and 2635.704(a)).

17.4. The Office of GSA IT Local Support will not provide equipment installation outside an agency worksite. Teleworkers will be provided with installation instructions and all required software will be installed at an agency worksite (or by remote control) by GSA IT Local Support. If additional maintenance or repair is required, the teleworker may be required to:

- a. Bring the GSA-provided equipment to an agency worksite; or
- b. Ship the product as directed by the GSA IT Service Desk to a location where an IT technician can provide complete support for the device.

17.5. Issuance of equipment such as cellular phones, smartphones, or other mobile devices is based on job requirements. Employees whose jobs require such equipment must request it through a GSA Service Catalog request.

17.6. Employees may use non-GSA provided computers and peripherals (printers, etc.) subject to the restrictions in CIO Order 2100.1P and the information provided on the GSA InSite Telework Technology Tips page. Employees using non-GSA provided equipment are responsible for its service and maintenance. The IT Service Desk will provide only basic connectivity support and will not troubleshoot or repair non-GSA provided equipment.

17.7. Employees may request that printer driver software be installed on their GSA laptop via a Service Desk ticket to enable them to use non-GSA provided printers while teleworking or working remotely.

17.8. Network communication lines for teleworkers and remote workers:

- a. Teleworkers and remote workers whose positions require access to GSA electronic files or business applications are expected to personally provide internet service at the appropriate alternative worksite.
- b. If high-speed internet service is not available at the appropriate alternative worksite, and lack of availability would adversely affect the employee's ability to perform the job, telework will not be an option unless and until high-speed internet service or an appropriate alternative can be identified in coordination with the supervisor and local IT manager.
- c. "Tethering" (connecting a computer to a cell phone to access the internet using the cellular network) is acceptable on an occasional, ad-hoc basis, but not as a daily/regular means of accessing the internet.

17.9. IT security requirements:

- a. IT security requirements defined in [GSA Orders CIO 2100.1P GSA IT Security Policy](#), [CIO 2104.1B CHGE 2 GSA Information Technology \(IT\) General Rules of Behavior](#), and [CIO 2100.2C GSA Wireless Local Area Network \(WLAN\) Security](#) apply to telework or remote work. Teleworkers and remote workers are responsible for complying with these policies, regardless of where this equipment is used, including appropriate alternative worksites.

- b. Any GSA-provided IT device or electronic media discovered lost or stolen must be immediately reported to the GSA IT Service Desk as outlined in [GSA Orders CIO 2100.1P GSA IT Security Policy](#).
- c. Remote access to the GSA domain must be restricted to secure methods using approved identification and authentication methods to provide detection of intrusion attempts and protection against unauthorized access.

18. Evaluation and Recordkeeping

18.1. OHRM will provide updates from appropriate GSA tracking tools as appropriate reflecting approved and pending telework and remote work agreements.

18.2. OHRM will prepare and submit annual reports to OPM regarding telework as required.

18.3. OHRM will conduct periodic accountability reviews of telework and remote work to analyze use, policy compliance, and the degree to which telework and remote work are supporting agency requirements.

18.4. OHRM will maintain all telework and remote work data and records.

19. Appendix

- 1. [Telework Agreement](#)
- 2. [Remote Work Agreement](#)
- 3. [Remote Work Analysis Tool](#)

**General Services Administration
Collective Bargaining Agreement(s) –
Telework Provisions**

National Agreement

Between the

General Services Administration

And the

American Federation of Government Employees

October 25, 2011

**updated to reflect MOUs:*

Article 7, Sect. 4, dated 4/7/22

Article 34, Sects. 1 & 4, dated 1/9/23

2. Compressed Work Schedules. For a full-time employee, overtime work consists of all hours of work in excess of the established compressed work schedule. Conditions of approval are the same as those described in J1 above.

Section 7. Time Spent on Standby Duty or in an On-Call Status

- A. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:
 1. The employee is restricted to the Agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
 2. The employee, although not restricted to the Agency's premises:
 - i. Is restricted to his or her living quarters or designated post of duty;
 - ii. Has his/her activities substantially limited; and
 - iii. Is required to remain in a state of readiness to perform work.
- B. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
 1. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
 2. The employee is allowed to make arrangements such that any work, which may arise during the on-call period, will be performed by another person.
- C. Normally, volunteers will be used to perform on-call duty before assigning such duty to non-volunteers.
- D. Scheduled on-call will be rotated among qualified employees in a work unit. Records of on-call shall be maintained by Management and made available to the Union upon request.

Section 8. Clean-Up Time

The Agency will provide reasonable time, depending upon the nature of the work being performed and the location of the work site, for employees to clean up prior to lunch and the end of the workday.

Section 9. Telework Program

The Parties will follow GSA Order HCO 6040.1 (The Agency Mobility and Telework Policy), dated October 31, 2011, as modified by this Section.

- A. The Agency Mobility and Telework Policy establishes the foundation from which the Agency will enable an optimally responsive and productive workforce in delivering best value, services, and products to our customers and the American people through employee mobility and telework. This Policy applies to all Agency components, all Agency employees, and is designed to provide the structure needed for effective implementation and operation of telework for the Agency. Successful telework requires collaboration between employees, their supervisors and impacted work groups and each has responsibilities for successful implementation. Organizations must ensure compliance with the provisions of this Policy, supporting Agency guidance, and fulfillment of applicable labor relations obligations.

- B. Telework is critical to:
 - A. Performance based business outcomes for individuals and work teams;
 - B. Continuity Of Operations Planning (COOP) and Business Continuity Plan;
 - C. Sustainability; and
 - D. Employee balance of work and non-work responsibilities.

The Agency is committed to providing reasonable accommodation to ensure that individuals with disabilities enjoy full access to equal employment opportunity at the Agency. Telework is one of many types of accommodations supporting equal employment opportunities. Employees seeking a reasonable accommodation are required to follow procedures outlined in ADM P 2300.3 Policy and procedures for providing reasonable accommodation for individuals with disabilities, found at the Agency's internal website under the area of Directives.

- C. The Agency supports the broadest possible use of telework, up to and including full-time telework, by eligible Agency employees, if the available technological components, resources and equipment are suitable for the work effort and the employee is aware of and agrees to his/her responsibilities related to telework.

It is the responsibility of the employee to safeguard secure materials, including Personally Identifiable Information (PII).

Eligible employees may telework up to the maximum extent possible without diminished employee or organizational performance. Eligible employees (defined in paragraph 7) may:

- a. Choose to telework;
- b. Decline to telework;
- c. Select the alternative worksite(s) from which to telework; and
- d. Be required to telework in the event of an emergency or other unforeseen situation that prevents access to the agency worksite.

The appropriateness of telework and the amount of telework is a joint decision between the supervisor and the employee.

D. **Definitions**

Worksite:

- A. "Agency worksite" - the regular worksite for the employee's position of record; the physical address or place where the employee would work if not teleworking.
- B. "Alternative officing" - a work arrangement in which an employee has no dedicated/assigned workspace at the regular (Agency) worksite, but instead uses one of the following arrangements when working at that location:
 - 1. "Desk-Sharing" - an arrangement in which two or more employees share use of a single workspace where each employee has a designated day or time for use of the workspace;
 - 2. "Hoteling" - an arrangement where employees use non-dedicated, non-permanent workspaces assigned for use by reservation on an as-needed basis;

3. “Hot-Desking” (also known as “free address” or “touchdown workstations”) - an arrangement in which employees use non-dedicated, non-permanent workspaces assigned on an unreserved first come, first served basis (typically drop-in).
- C. “Alternative worksite” - worksite other than the Agency worksite, including employee’s residence or other work location. Alternative worksites may include, but are not limited to libraries, telework centers, and other business appropriate locations that support productive work and provide an environment, connectivity, and security appropriate to the work effort.
 - D. “Employing organization” - the specific organizational unit within the Agency to which the employee reports as listed in the official Human Resources (HR) Documents located in the Human Resources Information Technology System.
 - E. “Official Worksite/Duty Station” - pursuant to the OPM’s definition, official worksite is the location where the employee regularly performs his or her official work duties. Changes in an employee’s official worksite may affect employee pay, locality pay and travel funding responsibilities and must be processed by the servicing Human Resources Office (HRO).
 1. Designation of the official worksite must be assessed on a case-by-case basis using the following considerations:
 - a. The official worksite is the location of the Agency worksite for the employee's position - the place where the employee would normally work if not teleworking - as long as the employee is scheduled to report physically at least twice each biweekly pay period to that Agency worksite;
 - b. The official worksite for an employee who is not scheduled to report at least twice a biweekly pay period to the Agency worksite (includes virtual workers/full time teleworkers) is the location of the alternative worksite (except in certain temporary duty situations);
 - c. The official worksite for an employee whose work location varies on a recurring basis (mobile work), and who does not report at least twice each biweekly pay period to the Agency worksite, is the Agency worksite, as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the Agency worksite.
 - F. “Telework Center” - a facility established for use by teleworkers. Telework Centers may be fee-based and employee use of such a (fee-based) facility must have prior supervisory approval to commit Agency funding.
 - G. “Virtual Officing/Distributed Work Environment”- a work arrangement in which a work group, team, or organization has no permanent physical worksite (building or other physical location) to which the employees report for meetings or other work related matters. Instead, the work setting is characterized by employees using a

communications medium such as computer network access and/or other communications applications that enable collaborative work and/or other interpersonal business interactions. The physical locations of employees working in a virtual office may be any alternative worksite.

- H. "Emergency situation" - a planned or unplanned event, incident or circumstance that interrupts or compromises operations at, or travel to or from the Agency or alternative worksite. May include a range of situations including, but not limited to civil disruptions, inclement weather and associated travel conditions, national security situations, natural disaster, public health emergencies, power outages, unusual traffic situations, water main breaks, or other incidents where access to the Agency or alternative worksite is compromised. Emergency situations include but are not limited to those that result in an official announcement of an operating status under which unscheduled telework is allowed, as defined below. Emergency situations that rise to the level of COOP activation fall outside of telework policy, as outlined in paragraph 11.
- I. "Mobile Work" - work which is characterized by regular travel to and work in customer or target [designated] worksites as opposed to the Agency worksite. Mobile work may consist of work such as site audits, site inspections, investigations, and property management. It is distinguished from telework in that the work being done by the employee is specific to a target site or location. Mobile work may be combined with telework.
- J. "Remote Worker" – an employee whose official worksite (duty station) is an Agency or federal facility other than the location of the owning organization. For example, an employee who works for a GSA Central Office organization, but whose official worksite (duty station) is a regional office building, is a remote worker. Remote workers are not teleworkers.
- K. "Telework"- a work arrangement that allows an employee to conduct work, during any part of regular, paid hours, at an alternative worksite, as defined above. Telework does not include:
 - 1. Any part of work done while on official travel (travel regulations and policy takes precedence over telework);
 - 2. Work done while commuting to and from work (except as stipulated in paragraph 8.g.iv);
 - 3. Mobile work as defined above (including site audits, site inspections, investigations, and property management); or
 - 4. Extended work (work done outside of regular, paid hours of duty).
- L. "Unscheduled Telework" - a means for Agency employees to continue work operations and maintain productivity during emergency or other unforeseen situations, e.g., inclement weather. Unscheduled telework allows eligible employees to telework without previous supervisory approval in response to specific announcements by OPM or other local government deciding/authorizing officials regarding emergency or other unforeseen situations. Employees utilizing

unscheduled telework are required to notify their supervisor or designee within the locally- prescribed amount of time.

1. Employees not eligible for telework or who do not have work, resources, or an appropriate environment to telework in the event of an announcement of Unscheduled Telework, and who choose not to commute to the Agency worksite, may choose to cover the period of time specified in the Unscheduled Telework announcement by:
 - a. Using available appropriate leave;
 - b. Using earned compensatory time off;
 - c. Using credit hours (if permitted);
 - d. Using Leave Without Pay (LWOP); or
 - e. Subject to supervisory approval, rescheduling their alternative work schedule (AWS) day off.
 - M. "Virtual Worker" - a full- time teleworker whose official worksite (duty station) is an alternative worksite. The alternative worksite may be inside or outside the local commuting area of the Agency worksite and include such places as the employee's residence.
 - N. Employees in a telework status are to be treated the same as all other employees for Fair Labor Standards Act and all other overtime purposes.
 - O. "Telework Agreement" - a documented agreement completed collaboratively by an employee and their supervisor or designee. The Agreement details the specific terms, conditions, responsibilities and technical requirements of the employee and supervisor. The Agreement is also used to assess information technology and telecommunications needs and capabilities.
- E. Eligibility**
- A. All bargaining unit employees are eligible for telework, with the exceptions outlined in paragraph (b).
 - B. In certain specific situations based on the criteria below, as set forth in The Telework Enhancement Act of 2010, positions or employees may be identified as ineligible for telework as follows:
 1. An employee in a position that requires, on a daily, every work day, basis:
 - a. Direct handling of secure materials determined to be inappropriate for telework by the Administrator of General Services or designee. Secure materials are those materials (a) for which there exists a written policy (at the Government, Agency or organizational level) restricting the use/access outside of a specific government installation or area within a government installation, (b) for which appropriate mitigating IT security measures do not exist. Secure materials may include PII.
 - C. In emergency or other unforeseen situations, an employee in such a position may be required to telework to the extent possible without accessing secure materials.

This may include other duties as assigned including, but not limited to self-paced and/or on-line training.

1. On-site work effort activity that cannot be handled remotely or at an alternative worksite.
2. In certain specific situations based on the criteria below, as set forth in The Telework Enhancement Act of 2010, positions or employees may be identified ineligible for telework under any circumstance for conduct resulting in the employee being officially disciplined with a warning, reprimand, suspension or removal, for:
 - a. Being absent without leave (AWOL) for more than five (5) days in any calendar year; or
 - b. Violations of subpart G of the Standard of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
3. Employees disciplined for conduct identified in 7.b.ii above are ineligible for telework under any circumstances, including emergency situations including COOP activation. In such cases the employee must be provided with alternative officing in an Agency location or offered administrative leave until such time as official alternative officing in an Agency or other federal location is available.
4. An employee may be considered ineligible for telework in the event telework can be demonstrated to have resulted in diminished individual or organizational performance. In such situations, the supervisor and employee must prepare a plan for performance improvement with a goal of returning the employee to telework eligibility.

D. All GSA job announcements will indicate whether the position is eligible for telework, based on the criteria in paragraph 7.b.i above.

E. All employees regardless of their tenure or designation (e.g. intern or detail) are eligible to telework pursuant to the criteria in paragraphs 7.a and 7.b above.

F. The limitations on eligibility even in emergency or other unforeseen situations set forth in paragraph 7.b.ii above are not intended to constitute an exhaustive listing of all of the possible reasons for limiting or restricting telework.

F. Terms of telework participation

A. Telework is voluntary except in certain emergency situations.

1. Based on the eligibility criteria in paragraph 7, employees may choose to telework or decline to telework.
2. The appropriateness of telework and amount of telework is a joint decision between the supervisor and the employee.

3. Employees may not be required to telework, except in response to emergency situations as defined in paragraph 6, and subject to statutory exceptions.
 4. The requirement to telework in response to emergency situations must be reflected in the employee's Telework Agreement.
- B. All bargaining unit employees are required to complete a Telework Agreement.
1. Employees who decline to telework will complete a Telework Agreement and may be required to telework in an emergency situation as defined in paragraph 6.
 2. Employees whose positions are determined to be ineligible to telework based on criteria set forth in paragraph 7.b.i. will complete a Telework Agreement and may be required to telework in emergency situations.
 3. Employees determined to be ineligible to telework based on the criteria set forth in paragraph 7.b.ii will complete a Telework Agreement indicating that they are ineligible to telework, and will not be required to telework in emergency situations.
- C. Subject to space and availability at the Agency worksite, employees utilizing an assigned workspace for two or fewer days per week may be required to participate in alternative officing as defined in paragraph 6. Employees utilizing an assigned workspace for more than two days per week may volunteer for alternative officing.
- D. Supervisors and teleworkers will ensure that telework does not place a hardship or extra workload on other employees.
- E. Supervisors will be responsible and accountable, pursuant to The Telework Enhancement Act of 2010 and this Agreement, for treating all employees, whether teleworking or not, the same (refraining from treating employees differently based on their decision to participate in telework or not) for purposes of all decisions involving managerial discretion, including but not limited to:
1. Distribution of assignments among all employees in the work unit, whether working at the Agency worksite or at alternative worksites.
 2. Use of appropriate work tracking and communication tools, provided they are required of all employees in the work unit, regardless of whether they telework. Supervisors may not impose specific reporting requirements or other unique requirements on teleworkers.
 3. Performance management. Good performance management practices, including appropriate formal and informal feedback, are essential for all employees to work effectively. As outlined in GSA's performance appraisal system policy for all bargaining unit employees, performance standards are to be based on results and describe the quantity, quality and timeliness of expected work products and the method of evaluation. All bargaining unit employees (teleworkers and

non-teleworkers) must complete work satisfactorily and in accordance with performance standards and guidelines in their performance plan.

4. Treatment of teleworkers and non-teleworkers for purposes of other issues involving managerial discretion, including training, reassignment, promotions, reduction in grade, retention and removal of employees.

F. Employee responsibilities include:

While teleworking, employees are in an official duty status. Failure to adhere to applicable policy may result in, among other things, the imposition of specific limitations on telework, the termination of a Telework Agreement, and/or other penalties as outlined in the Agency's discipline policy

1. Union representatives who telework while performing union activities (during which they are not in an official GSA duty status) are responsible for adhering to applicable policies and the Telework MOU (November 16, 2010, see Appendix F) consistent with their performance of Union activities at the Agency or alternative worksite.
2. It is the employee's responsibility to ensure that the alternative worksite provides the work environment, connectivity, technology, resource access, and security consistent with the work effort in which the employee is engaged. Supervisors retain the authority to overrule an employee's selection of a particular alternative worksite location if in the supervisor's opinion that location is not a business appropriate location and/or fails to provide a working environment compliant with the conditions outlined in this Policy.
3. As outlined in paragraph 15.f, employees are expected to procure and provide internet service appropriate to the work effort at their own expense. An exception to this rule can be found in Section 13F.I.
4. Employees are responsible for meeting organizational and work team requirements, including but not limited to all requirements regarding communication, accessibility, and collaboration.
5. Employees are responsible for maintaining flexibility and responsiveness to the needs of the supervisor, employing organization and work team. As with all work, employees are accountable for required individual contributions to the efforts of their work team, and must communicate and collaborate as appropriate with team members, ensuring that telework supports the work of the team and does not result in diminished individual, group/team or organizational performance.
6. Employees may be required to report to the Agency worksite, or other required location, pursuant to legitimate Agency needs, for all or part of the workday during which they would otherwise telework. Cases of cancelled or interrupted plans to telework require appropriate advance notice to the employee, as outlined in the Telework Agreement. Such cases do not (a) constitute a termination of the telework arrangement or (b) entitle the employee to a "replacement" or "in lieu of" telework day.

7. Employees are responsible for documenting their telework in accordance with established processes, including Agency-determined codes and tracking/reporting processes, e.g., completion and submission of time sheets or entering telework codes in GSA's electronic time and attendance system.
8. Telework is work time (hours of duty) and is not to be used for any purposes other than official duties. There is no prohibition against the presence of dependents, home service or maintenance providers, or others, at the alternative worksite during work hours.
9. HR rules are unchanged by telework. The governing rules, regulations, and policies concerning time and attendance, leave, compensatory time, and overtime remain in effect, regardless of whether the employee works at the Agency worksite or alternative worksite.
10. Management is responsible and accountable for supervising work in accordance with the FLSA. All employees (teleworking or not) are required to follow established office practices, Agency policies and law for requesting and obtaining approval of leave, overtime, or any change to the work schedule.
11. Commuting time from home to work and from work to home is not hours of work and is not compensable, except:
 - a. A FLSA non-exempt employee may be compensated for commuting time if he or she is officially directed to perform work while commuting (e.g., productive work of a significant nature that is an integral and indispensable part of the employee's principal activities);
 - b. A FLSA-exempt employee's commuting time may be hours of work if he or she is officially directed to perform work while commuting.

G. Alternative Work Schedules (AWS). Employees may work approved AWS as set forth in this Agreement in combination with telework without restriction to either arrangement (telework/AWS) if consistent with organizational and work team needs.

H. Telework in Emergency Situations. Agency or building closures to the public, delayed arrivals or early dismissals due to emergency or other unforeseen situations as defined in paragraph 6 do not normally affect the employee's ability to work at an alternative worksite. Teleworkers will continue to work during these situations and will not be granted administrative leave. However, if conditions at the Agency impact the ability to work at alternative worksites (e.g., the servers are shut down), employees working at alternative worksites will be treated in the same manner as those at the Agency worksite. If these conditions limit the employee's ability to perform their duties, supervisors will grant requests for unscheduled annual leave and will consider requests for administrative leave consistent with employees not in a telework status.

Teleworkers may be granted administrative leave in the following emergency situations (1) early dismissal, late arrivals or closure situations in which both the Agency worksite and the alternative worksite are inaccessible/unavailable, or (2) situations in which the teleworker's duties are such that he or she cannot

continue to work without contact with the Agency worksite.

- I. Use of Unscheduled Telework. Eligible employees may use unscheduled telework (as defined in paragraph 6) when an official announcement is made (by OPM, the local Federal Executive Board (FEB), RA, or other authorized official) of an operating status allowing Unscheduled Telework. Operating status announcements allowing unscheduled telework are:

1. Open with option for unscheduled leave or unscheduled telework;
2. Open with (as specified) hour delayed arrival with option for unscheduled leave or unscheduled telework;
3. Federal Offices are closed to the public.

When one of these operating status announcements is made, telework- eligible employees may choose:

1. To telework (announcements shown at 8.j.i, 8.j.ii, or 8.j.iii);
2. To commute to the Agency worksite within the parameters of the official announcement (announcements shown at 8.j.i and 8.j.ii);
3. To request appropriate leave, earned compensatory time off, credit hours (if permitted), LWOP, or subject to supervisory approval, reschedule their AWS day off (announcements shown at 8.j.i, 8.j.ii, or 8.j.iii).

J. Telework Agreement

- a. Telework Agreements remain in effect indefinitely, but may be modified in accordance with an employee's request to telework, changes in position eligibility or employee eligibility, or to address the impact of telework on individual or organizational performance.
- b. The Telework Agreement is signed by the employee, the employee's supervisor and approved by the HSSO, RA, RC, IT manager, or designee. This authority may be delegated at the discretion of individual HSSOs, RAs or RCs, pursuant to paragraph 5.

K. Telework Management Panels

The Telework Management Panels established under the Policy, do not apply to employees in the AFGE bargaining unit. Any disputes concerning telework issues will be discussed at the quarterly AFGE Labor-Management meetings or through the negotiated grievance procedure.

L. Continuity of Operations Plan (COOP) and Business Continuity Plan

Activated COOP involvement supersedes the telework program in this Agreement

M. Safety

- a. The Agency encourages a proactive approach by teleworkers to ensure safe alternative worksites as well as safe work habits.

- b. While in the act of performing official duties at an alternative worksite, teleworkers may be covered by the Military Personnel and Civilian Employees Claims Act of 1964, Federal Tort Claims Act, or the Federal Employees' Compensation Act (FECA) for injuries suffered by teleworkers.
- N. **Telework training** GSA telework training, as required by The Telework Enhancement Act of 2010 and specified by the Agency Telework Managing Official (TMO), is required for all employees. Employees are required to complete GSA telework training as part of the Telework Agreement development and approval process and to undertake such refresher or modified training as may be specified by the TMO.
- O. The default format for all internal Agency meetings (whether local or long distance) will include the option of virtual attendance when practicable. If virtual attendance is not practicable, employees may be required to report to the worksite .
- P. **Information Technology (IT)**
- a. The Agency will provide and support one computer per employee. No additional computer will be provided for telework.
 - b. Agency employees are responsible and accountable for reading, understanding, and complying with the IT Security Home User's Guide . (See paragraph 15.h).
 - c. Employees have a continuing responsibility to safeguard government property and are responsible for the care, security and effective utilization of the government property, including computers and related equipment, they use to perform official duties. Employees may be financially liable for the property if it is stolen, damaged, lost or destroyed as a result of negligence, improper use or other willful actions.
 - 1. Office of the Chief Information Officer (OCIO) Local Support will not provide equipment installation outside an Agency worksite. Teleworkers will be provided with installation instructions and all required software will be installed at an Agency worksite (or by remote control) by OCIO Local Support. Teleworkers will be expected to plug in cables, add paper and ink/toner and perform basic user maintenance on their own at the alternative worksite. If additional maintenance or repair is required, the teleworker may be required to:
 - 1. Bring the GSA-provided equipment to an Agency worksite, or
 - 2. Ship the product as directed by the GSA service desk, to a location where an IT technician can provide complete support of the device.
 - 2. Employees who telework are expected to provide their own printers or other peripherals, if required to successfully telework. Services/Staff Offices retain the option, on a case-by-case basis, to pay for an employee's printer or other peripheral, depending on job requirement, business need, and funding availability, particularly for those employees who are full time teleworkers or whose Agency worksite is not in a GSA

facility. Services/Staff Offices will be expected to fund any peripherals they desire for their teleworkers out of business line funds, as funding for these non-standard devices is outside of the S/SO OCIO MOU funding model.

3. Issuance of equipment such as cellular phones, smart phones (e.g., BlackBerry), or other mobile devices is based on job requirements. Employees whose jobs require such equipment must request it through a Service Catalog request for approval by his/her supervisor
4. Teleworkers may use non-Agency provided computers and peripherals (printers, etc). Teleworkers using non-Agency provided equipment are responsible for its service and maintenance. The IT Service Desk will provide only basic connectivity support, and will not troubleshoot or repair non-Agency provided equipment. Teleworkers should also be aware that access to IT resources, applications, networks, etc., may be limited for those working from non-Agency provided equipment, thereby limiting the effectiveness of their telework experience.
5. Teleworkers using non-Agency provided computers must:
 1. Enable an up-to-date commercially available firewall;
 2. Have installed an up-to-date version of a commercially- available virus scan product; and
 3. Maintain current security (patch) levels for the computer's operating system and any application software prior to connecting to the Agency network.
6. Teleworkers may request that printer driver software be installed on their Agency-issued laptop via a Service Desk ticket, to enable them to use non-GSA provided printers while teleworking. The Agency will not issue toner/ink or paper for employees using non-Agency provided printers.
7. GSA's OCIO retains ownership and control of all Agency-provided IT hardware, software and peripherals and is responsible for maintaining, providing support for and repairing the equipment regardless of whether it is used in an Agency worksite or at an alternative worksite. IT support for Agency-provided equipment is provided by Agency IT employees or authorized contractors.
8. When an IT issue cannot be resolved remotely, employees working at alternative worksites may be directed to bring their Agency-provided devices to the nearest Agency worksite, or to ship the product, as directed by the GSA service desk, where local support and/or replacement parts can be dispatched. The Agency will not provide on-site IT support at alternative worksites.

9. Support for teleworkers using telework centers or similar facilities is dependent on whether the teleworker is using telework center supplied computers or using a GSA-provided computer and just plugging into a network jack at the telework center. Teleworkers using telework center supplied computers must obtain support from the Telework Center and not from the national IT Service Desk. Teleworkers using their Agency-provided laptop and simply plugging into a network jack at the telework center should contact the GSA IT Service Desk for support.
10. Teleworkers whose positions require access to Agency electronic files or business applications are expected to personally provide internet service. Services/Staff Offices retain the option, on a case-by-case basis, to pay for employee's internet service, depending on job requirement, business case and funding availability, particularly for those employees who are full time teleworkers or whose official duty station is not in an Agency worksite. To enable maximum productivity, a 'persistent' broadband internet connection such as cable, DSL or Verizon FiOS is required for all teleworkers. Dial up, and tethering, e.g., BlackBerry, is not acceptable as a regular telework communications solution.
11. If high-speed internet service is not available, and lack of remote access would adversely impact an employee's productivity, alternative options, including the use of telework centers, should be explored with the local IT manager and management, as appropriate.
12. Regular Agency IT security requirements apply to telework. (See paragraph 15(h)). Teleworkers are responsible for reading, understanding and complying with these requirements, regardless of where this equipment is used, including alternative worksites. These policies are available on the Agency internal website.
13. Any Agency-provided IT device or electronic media discovered lost or stolen must be immediately reported to the appropriate Information System Security Officer (ISSO) or the employee's OCIO IT Manager, as stipulated in the current IT Security Incident Handling Guide. If the incident occurs outside of business hours, initial notification should be to the IT Service Desk. This is vital, both to ensure that appropriate Agency personnel are aware of the potential data breach, as well as to attempt to recover the lost or stolen GSA IT asset.
14. Employees who access any Agency data through wireless local area networks, either at an alternative worksite or at a contractor facility, must comply with current Agency security policy.
15. Employees accessing the Agency network through an Agency Virtual Private Network (VPN) connection must allow a full Agency security scan of the accessing computer that checks for the presence of a running, installed firewall, up-to-date virus protection software and up-to-date security patches. This Agency security scan is a process that will run every time a VPN enabled computer connects to the Agency network. The Agency security scan will verify that no malicious software

(e.g., trojans, worms, malware, spyware, etc.) is present on the computer. Computers (Agency, and non- Agency -provided) that fail this scan will not be allowed access to the Agency network.

16. Only employees and authorized contractors are allowed to use GSA-provided computers, an Agency VPN connection, or an Agency -provided internet connection. Employees may not, under any circumstances, allow any unauthorized personnel (including family members or friends) to use an Agency -provided computer, or to connect to the Agency network via any means.

17. All remote access connections into the Agency network will automatically terminate within 30 minutes of "inactivity". Inactivity is defined as no mouse movement or clicks or keyboard keys pressed within a set period. When an employee is logged onto the Agency network via VPN or Citrix and will not be working on the computer for a period of time to exceed 30 minutes, the employee should log off of all applications to ensure that unsaved data is not lost.

Q. Reporting Requirements

- a. The Agency will establish reporting requirements in accordance with OPM and Agency-determined data collection elements and metrics.
- b. Employees and supervisors will monitor, track and report telework as required by the Agency in support of this policy.

**Article 26
Leave**

Section 1. General

Employees may charge annual and sick leave usage in increments of 6 minutes.

Section 2. Annual Leave

- A. It is agreed that the use of accrued annual leave is a right rather than a privilege, subject to Management's approval.
- B. Consistent with the needs of the employee and the Agency, annual leave requested in advance will be approved. Except in the event of an emergency or a serious work interruption, annual leave which has been approved will not be cancelled. The supervisor canceling approved annual leave will make every effort to reschedule the leave at times desired by the employee.
- C. Consistent with the needs of the employee and the Agency, Management will approve annual leave requests for up to 30 consecutive days.
- D. Employees may submit requests for projected annual leave for increments of 32 hours or more by the end of January, each year of this contract, for the remainder of the leave year.

**NATIONAL AGREEMENT
BETWEEN
GENERAL SERVICES ADMINISTRATION**



**AND
NATIONAL FEDERATION OF
FEDERAL EMPLOYEES**

The effective date of this agreement is:

July 7, 2021

THIS AGREEMENT SUPERSEDES ALL PREVIOUS AGREEMENTS

ARTICLE 32
FITNESS and WELLNESS

Section 1. Fitness and Wellness Program

The Agency may develop and/or maintain a program and/or facilities to foster employee fitness and wellness. If the Agency decides to develop and/or maintain a program and/or facilities, the Union may submit suggestions for the program and GSA will consider those recommendations.

Section 2. Fitness Related Amenities

Where a GSA facility in which employees work has a gym or other fitness related amenities controlled by GSA which is available to all GSA employees, the Agency will ensure that all GSA employees in the bargaining unit have equal access and be treated in the same manner as other GSA employees. When there is a change to such amenities or programs, the Union will be provided notice and an opportunity to bargain in accordance with law.

Section 3. Employee Participation

Employee participation in fitness and wellness programs or use of fitness facilities will be on a voluntary basis.

ARTICLE 33
TELEWORK

The Parties incorporate and make a part of this Agreement the Memorandum of Understanding dated January 12, 2012 concerning the implementation of the [GSA Mobility and Telework Policy, GSA Order HCO 6040.1A](#). This Memorandum of Understanding applies to all employees and is appended to this Agreement as Appendix A.

In addition to the provisions in the MOU, the Parties agree to the following:

1. Requests to telework - Employees will submit requests to telework in a manner prescribed by the Agency. If requested, a meeting to discuss the request will normally occur within 7 days of the request and the request should be acted upon timely, but not more than within 5 calendar days after the meeting. The supervisor and employee may mutually agree that a meeting is not necessary. Each individual request should be considered on its own merits and in view of the operational needs.
2. Requests to telework, including the number of days per week the employee will telework, should not be modified or denied for arbitrary reasons.
3. Regular days off will not be denied or revoked for arbitrary reasons.
4. When a permanent telework arrangement is revoked, an employee normally must be given 10 days' notice. Agency will give the 10 days' notice unless an emergency or immediate operational need requires shorter notice. Such notice is not required for temporary changes due to meetings or other events requiring attendance in person.

5. Employees in the same work unit and with the same supervisor will be treated in a fair and equitable manner in the type of telework arrangements that are approved.
6. Employees who choose to end telework or have their telework revoked will be provided an assigned space as business considerations permit, in the location where similarly situated employees are located.
7. Employees will be able to utilize any location that ensures the employee is able to complete all work assignments and is in accordance with Agency policy.
8. An employee's neglect to maintain a "green" designation on a chat window or similar technology shall not be the sole basis to revoke telework.
9. Telework agreements will not be automatically revoked because of performance deficiency.
10. Subject to applicable laws, regulations and Agency policy, an employee's position should not necessarily preclude all telework. (E.g. an employee whose job is primarily based in the field may nonetheless be eligible for telework on days the employee completes reports or other paperwork.)
11. The Employer will provide not less than one month's notice of the need to complete required training before suspending an employee's telework eligibility.

ARTICLE 34 **ORIENTATION of NEW EMPLOYEES**

Section 1. Initial Processing and Orientation

All new employees shall be informed by the Agency's Human Resources Office that NFFE is the exclusive representative of employees and shall be given the link to the current Collective Bargaining Agreement on the Agency Intranet. The Union may address employees for thirty (30) minutes during Agency conducted on-boarding orientation sessions and provide them with accurate and factual information and a packet of Union materials, relative to Union membership. If no formal on-boarding or orientation session is held or if a new employee missed the session, the Agency agrees that the Union has the right to request an opportunity to meet with the employee for up to thirty (30) minutes, during duty time with no charge to leave, and provide the employee with a packet of Union information. Should the Agency conduct national or regional orientations, other than the standard on-boarding orientation meetings, the Union will be invited and provided an opportunity to attend and participate consistent with this Article.

Section 2. Employee Update

The Agency shall furnish the Union the following information, regarding new bargaining unit employees, no later than the second full pay-period following the entrance on duty:

1. (EOD) date;
2. Full Name;
3. Title, Series and Grade;

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GENERAL SERVICES ADMINISTRATION (GSA)
AND
THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES (NFFE)

The National Federation of Federal Employees (NFFE) and the General Services Administration (GSA) enter into the following agreement on the right of employees who are Union Representatives to be able to telework in accordance with the provisions of the GSA Mobility and Telework Policy, GSA Order HCO 6040.1, while on official time:

1. The GSA Mobility and Telework Policy will apply to Union Representatives except as specifically provided for in this Agreement and the GSA/NFFE Mobility and Telework Policy MOU.
2. Union Representatives shall be allowed to telework while on official time in accordance with the terms of this Agreement.
3. Union Representatives on telework status receive the equipment and upgrades in accordance with the provisions of Agency Policy and the Collective Bargaining Agreement (CBA).
4. The use of personal and government equipment will be consistent with the GSA Mobility and Telework Policy and other relevant Agency policies as well as the CBA.
5. A separate telework agreement will not be required for Union representatives.
6. The National Council President or his/her designee will determine the Union Representatives' eligibility to telework while on official time. The National Council President or his/her designee may authorize Union Representatives to work in telework status. The rules with respect to release and use of official time apply while in telework status.
7. Any disputes with respect to Union Representatives' right to telework on official time will initially include a discussion with the National Director of Labor Relations.
8. Each Party is responsible for communicating to its constituents how to operate under this Agreement.
9. The provisions of this Agreement stay in effect to the extent they are consistent with law. The Parties agree that should the law with relation to Union Representatives' right to telework on official time change, the Parties will reopen this Agreement and bargain consistent with law.
10. The provisions of this Agreement will be incorporated into the successor CBA.
11. This Agreement is effective on January 12, 2012.

For NFFE

For GSA

**National Aeronautics and Space
Administration
Supplemental Documents**

**National Aeronautics and Space
Administration
January 2024 Submission**

3.c. WORK ENVIRONMENT CHECK-IN

NASA's Response to the Work Environment Implementation Data Call, January 2024

Original Submission:

As previously reported to OMB, NASA has a long-established telework program that predates the pandemic. The Agency's telework and remote policies remain largely the same today as they were in 2014. Under those policies, about 98 percent of NASA civil servants are telework ready, while more than 50 percent of NASA's work is occurring on-site. Within our teleworking practices and policies, NASA's leadership has empowered Agency organizations and supervisors to determine the appropriate workplace flexibilities to accomplish their individual missions efficiently and effectively within the boundaries of Federal law, regulation, Office of Personnel Management guidance, and NASA policy. NASA's senior leaders remain committed to developing new ways to measure and evaluate Agency performance in concert with our new hybrid environment. Additionally, NASA will continue to prioritize mission success during this new hybrid work environment, making course corrections as necessary.

Updates:

None.

**National Aeronautics and Space
Administration
Telework Policy(s)**



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NASA Procedural Requirements

NPR 3600.2B

Effective Date: September 23,
2019

Expiration Date: September 23,
2029

COMPLIANCE IS MANDATORY FOR NASA EMPLOYEES

NASA Telework Program Updated w/Change 2

Responsible Office: Office of the Chief Human Capital Officer

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Appendix A. Definitions

Appendix B. Acronyms

STUFF

Chg#	Date	Description/Comments
1	07/27/2020	<p>Updated directive to comply with new 1400 Compliance requirements and administrative changes to include:</p> <p>Paragraph 1.2.1, c.: Removed outside commuting area from sentence due to an administrative change to comply with regulation 5 CFR 531.605. Paragraph 2.1.1, a.: Removed character error in sentence and included available. Paragraph 5.1.2: Removed paragraph to comply with regulation 5 CFR 531.605. Paragraph 6.1.1: Removed outside the commuting area from sentence. Paragraph 6.1.2: Moved language regarding defining the local commuting area to paragraph 6.5.4. Appendix A. Definition: Removed outside the commuting area from the remote work definition.</p>
2	05/13/2022	<p>Updated directive to clearly articulate lines of authority and reflect current statuses.</p> <p>Chapter 1: Requirement to report two days per pay period, added verbiage articulating the minimum reporting requirements as required by regulation.</p> <p>Chapter 3: NPR Eligibility: Removed telework ineligibilities not required by law. The change also requires supervisors to contact HR prior to approving/denying telework for disciplinary or conduct issues not cover by the Telework Act.</p> <p>Chapter 6: Remote Work: Updated information on foreign remote work to align the current agency policy prohibiting foreign remote work.</p> <p>Chapter 6: 6.6 Approval Authority: Added HQ's organizations and mission support enterprise organizations to the list of organizations that are responsible for determining the level of approval for remote agreements.</p>

Preface

P.1 Purpose

This directive establishes procedural requirements and responsibilities for the administration of the Agency's telework program in accordance with 5 U.S.C. Chapter (ch.) 65. Consult with Human Resources (HR) for further information and guidance.

P.2 Applicability

- a. This directive is applicable at NASA Headquarters and NASA Centers, including Component Facilities and Technical and Service Support Centers.
- b. Any reference to Center Director(s) includes the Executive Director for Headquarters Operations and the Executive Director of the NASA Shared Services Center (NSSC).
- c. In this directive, all document citations are assumed to be the latest version, unless otherwise noted.
- d. In this directive, all mandatory actions (i.e., requirements) are denoted by statements containing the term "shall." The terms: "may" or "can" denote discretionary privilege or permission, "should" denotes a good practice and is recommended, but not required, "will" denotes expected outcome, and "are/is" denotes descriptive material.

P.3 Authority

Telework, 5 U.S.C. Chapter (ch.) 65.

P.4 Applicable Documents and Forms

- a. Telework Managing Officer, 5 U.S.C. § 6505.
- b. Determining an Employee's Official Worksite, 5 CFR § 531.605.
- c. Definitions, 5 CFR 550.703.
- d. Weather and Safety Leave, 5 CFR Part (pt.) 630, Subpart (subpt.) P.
- e. NPR 1800.1, NASA Occupational Health Program Procedures.
- f. NPR 3713.1, Reasonable Accommodation Procedures.
- g. NPR 9710.1, General Travel Requirements.
- h. Office of Personnel Management (OPM) Guide to Processing Personnel Actions.
- i. Notification of Personnel Action, OPM Standard Form (SF) 50.

P.5 Measurement/Verification

The Chief Human Capital Officer (CHCO) establishes Agency goals and reporting requirements to monitor and evaluate the effectiveness of NASA's Telework Program in accordance with 5 U.S.C. ch. 65, specifically with regard to increasing participation to the extent practicable and actions to identify and eliminate barriers to maximizing telework opportunities.

P.6 Cancellation

NPR 3600.2A, NASA Telework Program, dated December 19, 2014.

Chapter 1. General

1.1 Overview

Telework can benefit both managers and employees in the following ways: enhance the recruitment and retention of a high-quality diverse workforce; assist in providing reasonable accommodations to individuals with disabilities, including employees who have temporary or continuing health conditions; provide for the continuity of operations during national or regional emergencies; reduce transportation-related stress and costs; improve morale by allowing employees to balance work and family demands; and encourage the highest employee productivity toward the accomplishment of the Agency's mission.

1.2 Alternative Work Arrangements

1.2.1 The Agency Telework Program includes the following alternative work arrangements:

- a. Routine telework - work that is performed at an approved alternative worksite (normally the employee's home residence) on an approved recurring schedule (e.g., one or more days per week or pay period). Routine teleworkers must be scheduled, and report, to work at the official worksite for a minimum of two days per pay period unless the employee has an approved absence, is on travel, or is covered by an approved exception outlined in Chapter 5.2 of this NPR.
- b. Situational telework - work that is performed at an approved alternative worksite on an occasional, one time, or irregular basis. It includes emergency telework as a result of inclement weather; a medical appointment; or a special work assignment. Situational telework is also referred to as episodic, intermittent, unscheduled, or ad-hoc telework. Situational teleworkers must be scheduled, and report, to work at the official worksite for a minimum of two days per pay period unless the employee has an approved absence, is on travel, or is covered by an approved exception outlined in Chapter 5.2 of this NPR.
- c. Remote work - For the purpose of this directive, a work arrangement in which the employee works at an approved alternate worksite (e.g. residence). The employee is not expected to regularly report to the regular worksite at least twice in a biweekly pay period. To be considered remote work, a temporary exception has not been granted and the approved alternate worksite is documented on the employee's SF-50.

1.2.2 Eligibility for the Agency telework program does not confer an entitlement; participation is voluntary and subject to supervisory approval based on the needs of the organization to perform its mission. Eligibility requirements are described in chapter 3 of this directive.

Chapter 2. Responsibilities

2.1 CHCO

2.1.1 The CHCO is responsible for:

- a. Ensuring that the Agency Telework Program and this directive comply with 5 U.S.C. ch. 65 available and accessible to the workforce.
- c. Developing and implementing Agency-wide telework/remote work agreements.
- d. Ensuring procedures are in place for collecting and reporting data and analysis to support Agency requirements or in response to external reporting requirements.

2.2 Telework Managing Officer (TMO)

The TMO serves as NASA's telework program key advisor and policy developer and performs the duties outlined in 5 U.S.C. § 6505.

2.3 Chief Information Officer (CIO)

The CIO is responsible for providing information technology infrastructure, policies, and tools that support and enable the workforce to effectively perform their assigned duties while in a telework/remote work status at an approved alternative worksite.

2.4 Officials-in-Charge of Headquarters Offices (OICs) and Center Directors

2.4.1 OICs and Center Directors are responsible for:

- a. Ensuring that subordinate managers and supervisors fully support and encourage telework as an alternative work arrangement for eligible employees.
- b. Ensuring that all eligible employees have the opportunity to participate in the telework program to the maximum extent possible without diminishment in performance or negative impact to the Agency's mission.

2.5 Servicing Human Resources Directors (HRDs)

2.5.1 Servicing HRDs (or designees) are responsible for:

- a. Implementing telework in accordance with 5 U.S.C. ch. 65 and this directive.
- b. Advising and assisting management officials on the program requirements and providing timely reports to the TMO to meet Agency data collection requirements.

c. Annually, or more frequently as required, evaluating their local telework program to assess participation trends against Agency goals and identify and recommend program improvements, as necessary.

2.6 Supervisors

2.6.1 Supervisors are responsible for:

a. Determining employee eligibility to participate in the telework program in accordance with chapter 3 of this directive and documenting that determination in the time and attendance system.

b. Prior to approving an employee's request for telework or remote work:

(1) Ensuring the time and attendance system reflects that the employee is eligible to participate in the telework program.

(2) Reminding telework-ready employees (i.e., employees on approved telework agreements) of the requirement to be prepared to telework when there is an anticipated weather or safety-related event.

(3) Ensuring employees who are approved for telework/remote work at NASA on or after December 9, 2010, have completed required telework training, available in the System for Administration, Training, and Educational Resources for NASA (SATERN).

(4) Using the telework or remote work agreement as a framework for discussion. The discussion should include:

(a) Expectations on maintaining contact with the organization and customers while in a telework/remote work status.

(b) Work assignments that are conducive for telework.

(c) Equipment and technical support, including the handling of equipment problems.

(d) Telework schedule.

(e) Procedures for requesting telework/remote work or changing an approved agreement.

(f) Leave requests while in a telework status.

(g) Recording telework/remote work hours in the time and attendance system.

(h) Expectations during an emergency situation.

c. Approving telework or remote work requests by completing the relevant Agency Agreement.

d. Consulting with the Center Equal Employment Opportunity (EEO) Office Disability Program Manager in accordance with NPR 3713.1 when an employee requests to telework/work remotely based on the need for reasonable accommodation due to a disability or medical condition.

e. Ensuring that teleworkers utilize the same time and attendance rules as non-teleworkers, including procedures for requesting leave, overtime, or compensatory time.

f. Ensuring that telework/remote work hours worked by an employee are coded accurately to reflect use of telework/remote work prior to approving an employee's timesheet in the time and attendance

system.

- g. Coordinating requests from employees for remote work with HR prior to approving such requests in accordance with this directive.
- h. Upon approving remote work for a current employee, submitting a request for personnel action to HR to document the change to the employee's duty station to the approved alternative work location (e.g., the employee's home city/county/state).
- i. Coordinating decisions to authorize a remote work arrangement for a recruitment action in accordance with this directive.
- j. Terminating a telework or remote work agreement any time the work arrangement fails to meet the needs of the organization or when an employee's eligibility status changes based on the criteria in chapter 3 of this directive.
- k. Periodically reviewing an established telework/remote work agreement with the employee.
- l. Complying with the terms of the supervisor certification as specified in telework/remote work agreement.
- m. Ensuring that teleworkers, remote workers, and non-teleworkers are treated the same for purposes of job performance appraisals, work assignments and requirements, training, development, awards, advancement, reduction in grade, retention, removal, and other employment matters involving managerial discretion.
- n. Ensuring teleworking employees report to the official worksite for a minimum of two days per pay period unless the employee is on approved leave or covered by an approved exception outlined in Chapter 5.2 of this NPR. Supervisors may make individual determinations on an employee's telework arrangements based on the employee's work schedule, the hours an employee is scheduled to work on a telework day, etc.

2.7 Employees

2.7.1 Employees are responsible for:

- a. Completing mandatory telework training prior to establishing an agreement to participate in the telework program in accordance with this directive.
- b. Requesting approval for telework or remote work by completing the applicable Agency-approved agreement request located in the time and attendance system; no other agreements are authorized.
- c. When a request for telework or remote work is based on the need for reasonable accommodation due to a disability or medical condition, following the procedures described in NPR 3713.1.
- d. Being prepared to telework during an anticipated weather/safety event.
- e. Recording telework/remote work hours worked with the appropriate labor code and payroll designation code on their timesheets in the time and attendance system.
- f. Complying with the terms of an approved telework/remote work agreement.
- g. Adhering to all Agency and Center policies, procedures, security requirements, and property

management regulations, concerning the removal and safeguarding of NASA property and equipment.

h. Being accessible and available to the supervisor, organization, and customers during established working hours while in a telework status.

i. For situational or routine teleworkers, understanding that they may be required to report to their official worksite due to workload demands or other official purposes in lieu of scheduled telework.

j. Understanding that working at an alternative worksite is not a substitute for dependent or elder care.

Chapter 3. Eligibility Requirements

3.1.1 All civil-service employees are eligible to participate in the telework program with the following exceptions:

a. The position requires regular and recurring handling of classified materials.

Note: employees whose duties primarily involve classified materials may telework to perform non-classified work assignments or training.

b. The employee performs onsite activities on a daily basis that cannot be conducted at an alternative worksite.

c. The employee has been officially disciplined for absence without leave exceeding five days in a calendar year.

d. The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

3.1.2 Although the above criteria establish when an employee is eligible to participate in the telework program, eligibility does not equate to an entitlement for telework or remote work. Employee's participation is voluntary and subject to supervisory approval. A supervisor may deny an eligible employee's request for mission-related reasons and when it is in the best interest of the organization, e.g., based on staffing needs.

3.1.3 Prior to approving or denying telework for the below, supervisors must contact the Servicing HR Office to coordinate whether telework will best support the organization for:

a. Employees who have been disciplined for actions not covered by 3.1.1.

b. Supervisors who have concerns about an employee's performance.

Chapter 4. Training Requirements

Employees shall successfully complete telework training (currently available in SATERN) before entering into a written telework or remote work agreement, unless the employee was approved for and working under a telework or remote work agreement at NASA before December 9, 2010.

Chapter 5. Worksite and Equipment

5.1 Worksite/Duty Station

5.1.1 For employees covered by a telework agreement for routine or situational telework, the permanent duty station (PDS) is the location of the regular worksite of the employee's position (i.e., the place where the employee would normally work absent a telework agreement). PDS for remote work arrangements is defined in Section 6.1.1 of this NPR.

5.2 Temporary Exceptions to Telework Arrangements

5.2.1 An authorized management official may approve an exception to the twice-in-a-pay-period requirement to address certain situations in accordance with 5 CFR § 531.605. For example, when an employee is recovering from an injury or medical condition or the employee is affected by an emergency situation, which temporarily prevents the employee from commuting to his or her regular worksite.

5.2.2 Management officials may only authorize a temporary exception when the employee retains a residence in the commuting area of the regular worksite and the employee is expected to return to the worksite in the near future (i.e., within one year) or when otherwise authorized under law or regulation (e.g., during an investigation.)

5.2.3 For employees who have received approval by an authorized management official for a temporary exception to the twice-in-a-pay-period reporting requirement to the regular worksite, the PDS is the location of the regular worksite of the employee's position (i.e., the place where the employee would normally work absent a telework agreement).

5.3 Equipment/Information Technology (IT)

5.3.1 To the extent permitted by Federal laws, regulations, and Agency policies and procedures, IT and/or communication equipment, software, etc., will be provided by the Agency to a teleworker or remote worker. The equipment should be determined necessary for the performance of the employee's assigned duties, reasonably available, cost effective, and subject to the availability of funding.

5.3.2 While working at an alternative worksite, teleworkers/remote workers shall comply with Government-wide regulations and Agency policies and procedures for the safeguarding of information technology resources and information, including the appropriate use of removable media and cloud computing.

5.3.3 The Agency assumes no responsibility for any operating costs, including home maintenance, insurance, personal equipment, utilities, internet and phone services associated with an employee's use of a personal residence as an alternative worksite.

Chapter 6. Remote Work

6.1 Overview

6.1.1 This chapter provides procedural requirements for the request and approval of a remote work arrangement that allows an employee to perform work at an approved alternative location (i.e., employee's residence) on a long term basis. The employee's official PDS is the location of the remote work site.

6.1.2 Although remote workers are not technically considered teleworkers, they administratively fall under the Agency telework program. Telework requirements in this directive, including eligibility, employee requests, training, equipment, agreements, and reporting apply to remote workers. Participation is voluntary and subject to supervisory approval based on the needs of the organization to perform its mission effectively and efficiently.

6.1.3 Remote work may be authorized to help organizations recruit new employees with hard-to-find skill-sets in the local commuting area or to retain current employees who may otherwise leave the Agency due to relocation. For recruit actions, the authorization of remote work will be clearly stated in the vacancy announcement.

6.1.4 Employees on approved remote work agreements are expected to work during a weather/safety event affecting the employing organization. The employee may be approved for weather/safety leave only if the supervisor determines that a weather/safety event directly impacts the employee's ability to perform work at the approved alternate worksite.

6.1.5 This chapter does not cover employees on a telework agreement that have been approved to telework full time under a temporary exception in accordance with section 5.2 of this directive.

6.1.6 Remote work shall only occur within the United States and its territories.

6.1.7 The next step is to perform a cost analysis by determining the direct cost and/or savings of a remote work arrangement outside the commuting area. The local commuting area is defined in 5 CFR 550.703 as an area in which employees live and can reasonably be expected to travel back and forth to work on a daily basis. The Servicing Human Resources (HR) office is responsible for coordinating with the Office of the Chief Finance Office and the Center Office of the Chief Counsel or the Office of General Counsel (for Headquarters personnel), to determine the local commuting area.

6.2 Management Considerations

When considering approval of a remote work arrangement, management should be aware that required relocation costs are likely to be much greater than the cost of occasional trips back to the regular worksite. Therefore, unless there is a major problem with the remote work arrangement, such as the employee no longer meets eligibility requirements, management should ensure to the best of their ability that the arrangement is beneficial to all parties prior to approving the remote work arrangement because it will be expensive and disruptive to terminate.

6.3 Change in Duty Station

6.3.1 Approval of remote work for a current Agency employee requires a documented change in the employee's official PDS, which may impact the employee in a number of ways, including pay, travel reimbursement, Reduction-in-Force competitive area, and unemployment compensation.

6.3.2 The supervisor shall document the change by submitting a request for personnel action to change the employee's PDS to be effective at the beginning of the pay period when the employee is approved to start work at the new permanent duty location. The personnel action may reflect a change in duty station; however, when an employee moves to a PDS that causes a locality pay change, a pay adjustment is required in accordance with the OPM Guide to Processing Personnel Actions.

6.4 Travel Reimbursement

6.4.1 The employee's official worksite or PDS is the official location of the employee's position of record as stated on the employee's SF-50. Supervisors considering remote work locations for their employees need to take into consideration budget implications based on how often the employee will need to physically report to the regular (i.e., organization's) worksite.

6.4.2 Travel costs for remote workers traveling back and forth to the regular worksite will be reimbursed in accordance with NPR 9710.1. Additionally, if management decides to relocate the employee back to the regular worksite, the employee is entitled to a Government reimbursed move based on a management-directed reassignment. For example, if the employee's regular worksite is in Washington, DC, and the remote PDS is in Boston, MA, the employee is entitled to receive travel and/or relocation benefits when required to travel back to Washington, DC, or relocate to the DC worksite permanently.

6.4.3 Remote work is a voluntary program; relocation expenses to the alternative worksite are not authorized. If an employee voluntarily moves back to the regular worksite, a Government reimbursed move is not authorized.

6.4.4 When considering employees for remote work, supervisors will complete a cost and benefit analysis that includes cost of travel back to the regular worksite. The analysis should also estimate travel costs to other locations where the employee is reasonably expected to travel from their remote work location as compared to travel costs from the organization's location.

6.5 Procedures

6.5.1 Employees should initiate a request to their supervisor at least 60 days prior to the desired effective date of a remote work arrangement.

6.5.2 When deciding on whether or not to support a request or to offer a remote work arrangement for recruitment purposes, supervisors need to assess each case carefully. In addition to evaluating the potential benefits that serve the best interest of the Government, the supervisor needs to consider potential costs and pitfalls to approving a remote work arrangement on a permanent basis.

6.5.3 To begin the assessment process, supervisors will review the job duties to determine if they can be successfully performed remotely and determine the business based reason to enter a remote work

agreement. For example, will it result in retaining an employee who would otherwise leave the Agency. Supervisors should also consider whether or not approval of a remote work arrangement negatively impacts the work/mission of the organization or other employees currently assigned to the organization.

6.5.4 At a minimum, the documented cost assessment should include the following data:

- a. Estimated annual travel costs to and from the remote worksite to the regular (i.e., organization's) worksite.
- b. Any change in salary based on the pay locale of the remote worksite.
- c. Any additional expenses associated with IT services, software, and/or hardware to support the remote work arrangement.
- d. Document the benefits of the work arrangement that provide evidence that approval of remote work will either result in cost savings or outweigh any additional costs to the Agency's budget.

6.6 Approval Authority

6.6.1 First-level supervisors may support or deny a request for remote work. Requests that are supported by the supervisor shall be coordinated with HR and approved by a higher level management official.

6.6.2 Centers, Headquarters Organizations, and Mission Support Enterprise Organizations have discretion in determining the final approval level. The approving official will be at least one level above the first level supervisor and documented on the remote work agreement.

6.7 Discontinuation of a Remote Work Arrangement

6.7.1 Once a remote work agreement is approved, a subsequent management decision to discontinue or terminate the work arrangement that requires the employee to relocate to the organization's worksite (i.e., a management-directed reassignment outside of the commuting area) will be coordinated with HR and the OCC (OGC for Headquarters) to ensure all statutory and regulatory requirements are met.

6.7.2 A management-directed reassignment entitles the employee to a government reimbursed move, unless:

- a. The remote work arrangement is temporary in nature in accordance with section 5.2 of this directive.
- b. The remote work arrangement is terminated at the request of the employee. This is considered an employee voluntary action.
- c. When the work arrangement has directly contributed to a performance issue.

6.7.3 If an employee declines to relocate to the organization's location, management may propose the employee's removal from Federal service for failure to accept a management-directed reassignment in accordance with applicable regulations.

Chapter 7. Workers' Compensation and Liability

7.1 Teleworkers and remote workers are covered by the Federal Employees Compensation Act. On-the-job injuries or accidents will be brought to the immediate attention of the employee's supervisor and are subject to investigation. Specific requirements for employees and supervisors are detailed in NPR 1800.1.

7.2 The Agency is generally not liable for damages to the employee's real and/or personal property while the employee is working at the approved alternative worksite. Requests for advice and assistance regarding legal claims or other liabilities will be referred to the Office of the General/Chief Counsel.

Chapter 8. Schedule Modification and Termination of Telework Agreements

The following only applies to routine or situational teleworkers:

- a. Supervisors may require employees approved for routine or situational telework to report to their regular worksite on a scheduled telework day to accommodate workload demands or for other official purposes.
- b. Employees may request a change to their scheduled telework day(s) in a particular week or biweekly pay period or alternative worksite. Supervisors should accommodate these requests, whenever possible, consistent with mission requirements.
- c. Termination of a telework agreement can be initiated by either the supervisor or the employee. If the supervisor decides to terminate a telework agreement, they will provide advance notice to the employee along with the reason(s) for termination.

Chapter 9. Continuity of Operations (COOP) during National and/or Regional Emergency Situations and Excused Absences

9.1 COOP

9.1.1 During an emergency situation, including a Pandemic Health Crisis, the telework program will play a vital role for the Agency's COOP by preserving essential Agency, Headquarters, and/or Center functions and providing an option for employees to continue working during times when they may be prevented from reporting to their regular worksite.

9.1.2 COOP supersedes telework policy during an emergency situation. Supervisors may direct employees to telework during a COOP or pandemic health crisis situation. Telework agreements, mandatory training, and other telework policy requirements are not required in these situations.

9.1.3 An employee directed to telework during a COOP or pandemic health crisis situation does not imply that the employee is eligible for participation during nonemergency periods.

9.2 Excused Absence, Administrative Dismissal, and Emergency Closings

9.2.1 One of the major goals of the telework program is to improve continuity of operations during emergency situations that cause a disruption of Government operations, including inclement weather or safety-related events.

9.2.2 Telework-ready employees (i.e., employees on approved telework agreements) are expected to be prepared to work from home during an anticipated weather/safety event and will not be granted weather/safety administrative leave when a weather or safety event can be reasonably anticipated in accordance with 5 CFR pt. 630, subpt. P.

9.2.3 Authorized management officials may grant weather/safety leave to telework-ready employees only when, in the management official's judgement, the event could not be reasonably anticipated or if the supervisor determines that a weather/safety event directly impacts the employee's ability to perform work at the approved alternate worksite.

Chapter 10. Reporting Requirements

10.1 The Office of the CHCO is responsible for establishing and communicating Agency reporting requirements on the impact of telework on emergency readiness, energy use, recruitment and retention, performance, productivity, and employee attitudes and opinions regarding telework.

10.2 Servicing HR offices will provide the data necessary for routine and situational telework and remote work arrangements for Agency consolidation and analysis as requested to meet Agency and external reporting requirements.

10.3 Reports will be retained for two years.

Appendix A. Definitions

Local Commuting Area. For the purpose of this directive, the area that has been established by the servicing HR office in which employees live and can reasonably be expected to travel back and forth to work on a daily basis.

Permanent Duty Station (PDS). Also referred to as the official worksite, is the location where the employee regularly performs work. For most employees, this will be the location of the employing organization's worksite. The PDS is documented on the employee's SF-50. The official worksite or duty station for a remote worker is the place (city/town, county, State) where they are approved to work on a regular basis in accordance with 5 CFR § 531.605.

Reasonable Accommodation. A reasonable accommodation is any change made in the work environment to assist a qualified individual with a disability to apply for a job, perform the essential functions of a job, or enjoy the benefits and privileges of employment. Regular Worksite. For the purpose of this directive, the employing organization's worksite/duty station for the employee's position of record; the physical address or place where the employee would work if not a remote worker.

Remote Work. For the purpose of this directive, a work arrangement in which the employee works at an approved alternate worksite (e.g. residence) on a long term basis. The employee is not expected to regularly report to the regular worksite at least twice in a biweekly pay period. To be considered remote work, a temporary exception has not been granted and the approved alternate worksite is documented on the employee's SF-50.

Remote Work Agreement. A written Agency-approved agreement between a management official and an employee that outlines duties, obligations, responsibilities, and conditions of the remote work arrangement. This agreement is completed and approved by an authorized official before the remote work arrangement is implemented.

Telework-Ready. Employees enrolled in the telework program with an approved telework agreement.

Appendix B. Acronyms

CHCO	Chief Human Capital Officer
CFR	Code of Federal Regulations
CIO	Chief Information Officer
COOP	Continuity of Operations
EEO	Equal Employment Opportunity
HR	Human Resources
HRD	Human Resources Director
IT	Information Technology
NASA	National Aeronautics and Space Agency
NPR	NASA Procedural Requirements
NPD	NASA Policy Directive
OCC	Office of the Chief Counsel
OGC	Office of the General Counsel
OIC	Officials-in-Charge
OPM	Office of Personnel Management
PDS	Permanent Duty Station
SATERN	System for Administration, Training, and Educational Resources for NASA
SF	Standard Form
TMO	Telework Managing Officer
U.S.C.	United States Code

**National Aeronautics and Space
Administration
Collective Bargaining Agreement(s) –
Telework Provisions**

3.b. CURRENT LABOR AGREEMENTS

NASA does not have any collective bargaining agreements with labor unions that impacted or overridden agency processes or missions due to telework or remote work provisions. However, NASA has current labor agreements that include clauses about telework. The following are excerpts from those collective bargaining agreements that cover telework:

MEMORANDUM OF UNDERSTANDING BETWEEN GODDARD SPACE FLIGHT CENTER & AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 22 -

“The Parties agree that the application of the Agency Revised Telework Agreement will not adversely affect the rights and accommodations provided by the collective bargaining agreement covering the Center’s implementation of Office of Management and Budget (OMB) directive M-21-25, subsection 531.605 of 5 CFR, and governmentwide regulations (e.g., Title VII of the Civil Rights Act, Rehabilitation Act, etc.) promulgated and enforced by the Equal Employment Opportunity Commission (EEOC).”

COLLECTIVE BARGAINING AGREEMENT BETWEEN NASA AMES RESEARCH CENTER AND AMES FEDERAL EMPLOYEES’ UNION, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE), IFPTE LOCAL 30 -

Article XXXV (TELECOMMUTING) -

“The Union and Center recognize that telecommuting can enhance employee productivity and agree to negotiate a policy to expand the telecommuting program at the Center. The parties agree to conduct a joint survey of telecommuting practices at the Center to provide an empirical basis for such a policy. The telecommuting program shall address issues of government provided versus employee-owned hardware and software, workweek, and overtime.”

MEMORANDUM OF UNDERSTANDING BETWEEN GODDARD SPACE FLIGHT CENTER & AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1923

This Memorandum of Agreement (MoU) is entered into, by and between, Goddard Space Flight Center (GSFC), Wallops Flight Facility (WFF) (“Employer” or “Agency”) and the American Federation of Government Employees (AFGE), Local 1923 (“Union”), also referred to as the parties.

The purpose of this MOU is to identify the negotiated and agreed to terms and conditions, by the parties, pertaining to the Center Implementation of Office of Management and Budget (OMB) Management Directive M-21-25, Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment at Goddard Space Flight Center.

The parties agree to the following:

1. The Employer shall permit employees that are immunosuppressed, immunocompromised, have homecare issues, etc. to continue teleworking to the fullest extent practicable.
2. The Employer shall permit those employees who do not feel comfortable returning to work on-site to continue teleworking, and that alternate work arrangements, to the fullest extent practicable, will be provided by their management.
3. As directed by M-21-25 and OPM instruction on the subject, all telework decisions shall be based on the job in question, and not the preference of a manager.

4. Management shall provide a specific, written basis for i) excluding any positions or individuals from the presumption of expanded telework and work-schedule flexibility, or ii) limiting the frequency/duration of the telework arrangement/work-schedule flexibility respective to the one requested by an employee. In either instance, the burden of establishing, by a preponderance of evidence, that a requested telework arrangement or work-schedule flexibility is not acceptable, shall reside with management.
8. For the foreseeable future, no employee will be required to relinquish their onsite office as a condition for telework; and that the agency's implementation of M-21-25 currently does not obligate employees to relinquish their onsite office as a condition for being granted a telework request of their choice.

If this changes, management recognizes the Future of Work (FOW) guidance will require local bargaining in accordance with the Statute and the CBA, prior to any implementation of this change. Toward this end, management shall fulfill its duty to bargain such changes in accordance with the Statute, CBA and negotiated ground rules; and after the fulfillment of the agency's national consultation obligations with the Union regarding these changes.

9. Management will not directly or indirectly intimidating, threatening, coercing, or attempting to intimidate, threaten, or coerce any employee for the purpose of interfering with such employee's rights to request or not request telework.
10. The Center will strongly encourage its supervisors to telework to the maximum extent practicable.
11. The Center will ensure teleworking employees are not disadvantaged in personnel practices or overlooked for leadership opportunities in favor of employees who choose to work exclusively in the office.
12. The Center will clearly communicate and publicly endorse the flexibilities and work schedule(s) that are available to employees, along with their expectations for those electing to use any new flexibilities. An employee's decision to telework shall not be a factor in decisions related to hiring, promotions or other advancement, and management shall provide clear guidance to employees in that regard.
14. Whereas teleworking during the pandemic a) has demonstrated that employees are completing work remotely and b) has debunked any myths that employees are not completing work successfully or regularly abuse telework privileges, management shall avoid imposing upon teleworkers an additional burden of reporting requirements beyond those imposed on employees preponderantly working in the office.
15. The Center will improve and invest in conferencing equipment for meeting rooms so that employees working in person can, to the extent practicable, seamlessly engage with remote colleagues. The Employer agrees not to remove and limit this capability so as to justify an arbitrary disapproval of a requested telework arrangement (e.g., "We can no longer operate Microsoft Teams/Polycons every day, so you need to come onsite more often to meet", etc.) or to otherwise discourage telework in this regard. All meetings which can be conducted remotely, will maintain the capability to be conducted remotely.

Management concurs and commits to following the guidance the agency Future of Work team develops to support increased virtual interactions and to ensure that employees can continue to be productive outside of the office.

2020 AGREEMENT JOHN F KENNEDY SPACE CENTER NASA AND LOCAL 513, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES – Article 10 Telework

Article 10: Telework

Section 1. The parties agree that BU employees may telework consistent with to mission requirements and applicable laws, Agency-wide rules, government-wide rules and regulations, and OPM policy. As such telework can:

- a. Improve employees' work lives by allowing a better balance of work and family responsibilities and reduce work-related stress while at the same time achieving the goals of the Employer;
- b. Improve the Employer's ability to recruit and retain employees;
- c. Help reduce traffic congestion, energy consumption, and air pollution; and
- d. Allow the Employer to respond to the changing demands of the workplace and respond to emergency situations where physical access to the Employer building or work site may not be possible.

Section 2. Employees who have been given the opportunity to demonstrate acceptable performance under 5 C.F.R. Part 432 are not eligible to request a telework arrangement. In addition, employees must not have any conduct issues that would have a negative impact on a telework arrangement. This does not preclude telework as an accommodation under the reasonable accommodation process whether or not the employee is serving a period under an opportunity to demonstrate acceptable performance under 5 C.F.R. Part 432.

Section 3. The nature of the employee's work must be appropriate for teleworking. Work that requires reading, reviewing, analysis, development of written products, telephone-intensive tasks, or computer-oriented tasks are examples of work that would be feasible for a telework arrangement. Work that may not be appropriate includes:

- a. Work that requires face-to-face contact,
- b. Work that requires access to material that cannot be removed from the regular office such as classified documents, or
- c. Work that requires a level of computer or other security that cannot be duplicated at the alternate workplace.

Section 4. When reviewing the appropriateness of a telework arrangement, the Employer will consider the Employer's organizational needs. The telework arrangement might not be appropriate at certain times if the absence of the employee would create additional work or hardship which adversely affects other employees. Therefore, employees must be flexible and willing to adjust their telework arrangements to meet these needs.

Section 5. Employees may terminate their telework arrangement at any time.

Section 6. For any telework arrangement, in the event that unforeseen dependent care situations arise while an employee is teleworking, the employee must record appropriate leave charges for the time spent providing the dependent care.

Section 7. Employees must submit either continuing or episodic telework applications using the Agency's electronic application process. If the request for either arrangement is denied, the reasons for the denial will be communicated to the employee in writing.

Section 8. Employees who seek a telework arrangement to accommodate a special circumstance for a single continuous period of time (short-term arrangement) may apply at any time. The outcome of the review process will be noted on the application and the applicant will be notified accordingly. If the request for the arrangement is denied, the reasons for the denial will be communicated to the employee in writing.

Section 9. The Employer may require the employee to change the approved telework arrangement for short periods of time to meet Employer or Agency mission needs.

Section 10. The Employer may cancel an employee's approved telework arrangement if the Employer finds that:

- a. The employee's continued participation is inconsistent with the requirements of this Article or the employee fails to adhere to his or her telework agreement;
- b. The employee's performance has declined (for example, where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but excluding insignificant fluctuations or declines in performance);

- c. The employee fails to truthfully report time worked or engages in other misconduct; or
- d. Changes in duties or organizational needs require the employee's physical presence.

Section 11. By submitting the request, the employee agrees to the terms and conditions of the telework arrangement that cover such items as the voluntary nature of the arrangement; official duty station; performance requirements; leave approval; overtime; proper use and safeguards of government property; safety standards that apply to the alternate work site; and policies and procedures for capturing, managing, and controlling documentation, agency records, and/or sensitive information.

Section 12. As unexpected circumstances arise, due to personal circumstances, or inclement weather, it may be difficult to reach a manager. If the employee has work available that can be done at home or a temporary alternate location, the employee must make a good faith effort to contact his or her manager to request approval, such as by e-mail or voice mail message, with a brief description of the planned work. Under these circumstances, if the employee does not receive a response by the beginning of core hours (9:00 am), he or she may telework.

Section 13. Teleworking does not change the terms or conditions of employment. An employee participating in a telework arrangement will be available to management, co-workers and others for Employer business by telephone, voice mail, and/or e-mail during his or her scheduled tour of duty. The employee must provide the manager with a telephone number where he or she can be reached. The employee must check frequently for any voice mail or email messages.

Section 14. A new telework agreement must be completed if the employee changes work units, or if there is a significant change to any item in the telework agreement. If an employee requests a short-term telework arrangement for medical reasons, the employee should provide medical documentation using the reasonable accommodation procedure.

Section 15. When an emergency or other unforeseen circumstance such as loss of electricity or connectivity affects the alternate work site, but not the official duty station, the circumstances and timing dictate the course of action. Options include having the employee report to the official duty station or other approved location, or approving the use of leave.

MEMORANDUM OF UNDERSTANDING (MOU), BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, GODDARD SPACE FLIGHT CENTER AND THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 29 ON THE NASA TELEWORK PROGRAM

The parties to this MOU are the NASA GSFC (hereafter, Management) and the IFPTE, Local 29 (hereafter, Goddard Engineers, Scientists, and Technicians Association or GESTA). This MOU applies to Bargaining Unit Employees (hereafter, Employees) covered by the Collective Bargaining Agreement (CBA) between Management and GESTA and constitutes the entire understanding of the parties regarding the NASA Telework Program.

In addition to the provisions described in accordance with NASA guidelines (currently NPR 3600.2, NASA Telework Program), the parties hereby agree to the following addition.

- 1) Supervisors will approve or deny an eligible employee's request for either an Episodic or Core Telework Agreement within two pay periods unless there are extenuating circumstances (i.e. unique circumstances or extended absences) which preclude disposition within two pay periods. Whenever possible, immediate supervisors should notify the employee of the need to delay approval/denial of a Telework Agreement request and/or refer the request to an alternate management official having authority to approve or deny the request, as appropriate.
- 2) Supervisors will document approvals and denials of Telework Agreement requests in NASA's automated time and attendance system in accordance with NASA guidelines.
- 3) If an employee is denied Teleworking, then the employee's Supervisor shall provide a written justification of the denial to the employee within 10 workdays of that decision.
- 4) Telework denials may be grieved by employees in accordance with the Collective Bargaining Agreement (CBA).
- 5) All Telework Agreements regarding employees shall be made on a fair and equitable basis without discrimination or personal bias.

This MOU becomes effective immediately, upon signature by the Ranking Union Official and the Agency Representative authorized to enter into binding agreements with GESTA. Further agreements between the parties related to this matter shall be documented as addenda to this MOU or as independent MOU/MOA, as determined by mutual agreement.

**National Science Foundation
Supplemental Documents**

National Science Foundation
January 2024 Submission

U.S. National Science Foundation
Work Environment Implementation Data Call
January 24, 2024

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

NSF completed implementation of its new Telework and Remote Work Policy on October 23, 2023 and is in a steady state aligned with its in-person presence objectives.

- (2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

No updates or additional steps are planned at this time.

- (3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

The NSF Organizational Health and Organizational Performance Team monitors in-person presence metrics and includes them in quarterly review discussions with the leadership team. Senior leaders also work with their staff to establish practices that optimize in-person and telework time, such as establishing core days for teams and work units, developing norms for working in a hybrid environment and holding formal and informal in-person events to provide staff more opportunities for in-person interaction.

National Science Foundation
Telework Policy(s)



Subchapter 500 – Telework and Remote Work

I. Introduction

A core belief of the National Science Foundation (NSF) is that “work is what we do, not where we are,” and in support of this, NSF recognizes the many benefits of a telework and remote work program. Balancing work and family responsibilities, enhancing NSF’s mission, promoting recruitment and retention efforts, and meeting environmental, financial, and commuting concerns are among the recognized benefits and advantages of a robust telework and remote work program.

In recognizing these benefits, NSF also acknowledges that the needs of the Agency are essential to accomplishing its mission. While management is responsible for the efficient and effective operation of the organization, including maintaining customer service expectations and remaining highly adaptive, at NSF we strive to exemplify that telework and remote work can enhance employee satisfaction and productivity and help facilitate the Agency’s mission.

II. Program Summary

This subchapter provides the Agency telework and remote work policy and guidance specific to all NSF employees. Intergovernmental Personnel Act (IPA) assignees are also subject to this policy and guidance. The provisions of the NSF telework and remote work program will be administered in accordance with public law and applicable regulations, Office of Personnel Management (OPM) guidelines, and other relevant guidance on telework in the Federal Government.

III. Definitions

Alternate Worksite	Worksite approved for telework or remote work, other than NSF Headquarters (HQ), including an employee’s residence or other work location that supports productive work and provides an appropriate environment, connectivity, and security for the work effort.
Core Telework (also known as Regular)	Approved telework that occurs on a regular, recurring, and ongoing basis on an established schedule of at least one (1) day per pay period.
Duty Station	The location where an employee regularly performs their official work duties. The duty station for a remote worker is the approved alternate worksite.

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<p>Family Member</p>	<p>An individual with any of the following relationships to the employee:</p> <ol style="list-style-type: none"> 1. Spouse, and parents thereof. 2. Sons and daughters, and spouses thereof. 3. Parents, and spouses thereof. 4. Brothers and sisters, and spouses thereof. 5. Grandparents and grandchildren, and spouses thereof. 6. Domestic partner and parents thereof, including domestic partners of any individual listed in items 2 through 5 of this definition. 7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
<p>Local Commuting Area</p>	<p>The geographic area surrounding a worksite that encompasses the localities where people live and reasonably can be expected to travel back and forth daily to work. This is defined as anywhere within a fifty (50) mile radius of NSF HQ in Alexandria, VA.</p>
<p>Long-Term Temporary Remote Work</p>	<p>Long-Term Temporary Remote Work is intended to address certain situations where the employee is temporarily unable to report to NSF HQ for reasons beyond the employee's control and is expected to last more than one (1) year. The duty station is the approved alternate worksite.</p>
<p>Maximum Telework</p>	<p>Eight (8) days of telework per pay period.</p>
<p>Official Travel</p>	<p>Travel to conduct U.S. government business for authorized and official purposes, including Independent Research and Development (IR/D), via an obligated travel authorization between an official duty station or other authorized point of departure to a temporary duty location and return, including travel weather delays.</p>
<p>Onsite Day</p>	<p>A minimum of five (5) hours in the NSF HQ building or an official business status equates to an onsite day.</p>
<p>Reasonable Accommodation</p>	<p>A modification or adjustment to the work environment or work process that enables a “qualified individual with a disability” to perform the essential functions of the job.</p>

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Remote Work	A workplace flexibility allowing an employee to work at an approved alternate worksite, within or outside the local commuting area of the NSF HQ, with no expectation to report to the Agency worksite on a regular and recurring basis.
Situational Telework (also known as Periodic)	An instance of telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule.
Telework	A flexible work arrangement under which an employee performs the duties and responsibilities of their position and other authorized activities from an approved alternate worksite other than the location of NSF HQ, where the employee would otherwise work. The duty station is NSF HQ.
Telework/Remote Work Agreement	A formal agreement between an employee and management establishing a telework or remote work arrangement.
Telework Managing Officer (TMO)	An established position within the Division of Human Resource Management (HRM), the incumbent of which is responsible for telework advocacy; policy development and implementation related to the Agency telework and remote work program; the provision of telework expertise and guidance to staff, supervisors and managers, and NSF leadership; and who serves as the primary Agency point of contact to OPM on telework and remote work matters.
Telework-Ready	The capability for an employee to work from an alternate worksite to continue operations through the efficient and effective use of information technology and telecommunication.
Temporary Ninety (90) Day Remote Work	Temporary Ninety (90) Day Remote Work is intended to address certain situations where the employee is temporarily unable to report to NSF HQ for reasons beyond the employee's control and is not expected to last more than one (1) year. The duty station is NSF HQ.
Tour of Duty	The timeframe in which an employee must complete their basic work requirement during a workday.

IV. Responsibilities

<p>Telework Managing Officer (TMO)</p>	<p>The TMO is responsible for:</p> <ol style="list-style-type: none"> 1. Providing oversight of the telework and remote work program. 2. Providing telework and remote work advocacy, policy development, and implementation related to the NSF telework and remote work program. 3. Providing expertise and guidance to staff, supervisors, managers, and NSF leadership. 4. Resolving discrepancies with policy implementation for staff and supervisors. 5. Serving as a primary, senior-level Agency point of contact to OPM on telework and remote work matters. 6. Reporting on telework and remote work data and activities.
<p>Supervisor</p>	<p>The SUPERVISOR is responsible for:</p> <ol style="list-style-type: none"> 1. Treating employees equitably regardless of telework, remote, or onsite work status for purposes of performance management, work assignments, and other issues involving managerial discretion. 2. Promptly evaluating initial and modification requests for telework and remote work in a reasonable, fair, and consistent manner and ensuring that approvals or denials are based on sound business and/or mission-related reasons. 3. Making known to employees seeking remote work or Maximum Telework that the Office of Equity and Civil Rights (OECR) provides reasonable accommodations. 4. Setting clear expectations for employees about communication and performance standards. 5. Monitoring employees’ performance by focusing on goals and outcomes rather than physical presence and activity. 6. Ensuring employees complete mandatory training prior to engaging in work from an approved alternate worksite. 7. Reaching out to the TMO in HRM to address any concerns with telework, including policy interpretation. 8. Verifying the employee’s recorded instances of telework and remote work in the electronic time and attendance system.

<p>Employee</p>	<p>The EMPLOYEE is responsible for:</p> <ol style="list-style-type: none"> 1. Completing mandatory telework training and obtaining all required approvals on the Telework/Remote Work Agreement prior to engaging in work from an approved alternate worksite. 2. Recording instances of telework and/or remote work in the electronic time and attendance system. 3. Complying with the terms of the approved Telework/Remote Work Agreement. 4. Being responsive to calls from the office (e.g., from supervisors, colleagues, and customers) unless the supervisor has approved the employee to work on an assignment without interruptions. 5. Using all technology tools, as necessary, to make and receive phone calls, messages, and emails, as well as collaborate during the workday. 6. Ensuring appropriate dependent care arrangements are in place when teleworking. 7. Honoring reasonable requests for call-back to the office when required and for arranging their schedule to be physically present for meetings or activities, as needed. 8. Submitting initial requests and modifications to a Telework/Remote Work Agreement in the Telework and Work Schedule System (TAWSS).
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V. Eligibility

NSF has determined that all positions are eligible for telework, however not all employees or positions will meet the telework and/or remote work eligibility criteria established by law, regulation, or Agency policy. The frequency of telework (and remote work) may differ from position to position based on assigned duties, and some positions may have duties that make the position eligible for situational telework only.

Work suitable for telework or remote work depends on job duties rather than job series or title, type of appointment, or work schedule. Entering into a Telework/Remote Work Agreement is voluntary. Before engaging in any type of telework or remote work, the employee must receive prior Agency approval through the TAWSS.

Permanent Ineligibility

An employee who has been disciplined for the following reasons may not telework or be approved for remote work in accordance with the Telework Enhancement Act:

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1. The employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year.
2. The employee has been officially disciplined for violations of Subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal Government computer, or while performing official Federal Government duties.

VI. Telework Training

Telework training is required and must be completed before approval of a request for telework or remote work. Employees participating in any level of telework, including remote work, must have an approved telework or remote work agreement in place in the TAWSS.

On an as needed basis, supervisors may require an employee to re-take training due to performance concerns.

VII. Position Assessment for Eligibility

A. Position Category Designations

There are two (2) position category designations determining eligibility for telework or remote work: Telework and Remote. A specific position category designation does not serve as approval for an employee for said designation. Employees must submit a request in the TAWSS and receive supervisory approval to engage in telework or remote work. IPAs may not engage in telework or remote work from their home institutions.

1. **Telework.** Positions with job functions that must be executed at NSF HQ on a regular basis (reporting onsite at least twice per pay period). Employees in this type of position may request approval for situational or core telework and may not telework more than eight (8) days per pay period. These positions will always have a duty station of Alexandria, VA.
2. **Remote.** Positions with job functions that can be executed without reporting to NSF HQ on a regular basis – generally reporting onsite no more than two (2) times per fiscal year. These positions may have an alternate worksite outside of the local commuting area.

B. Criteria for Position Category Designations

Supervisors must assess position eligibility against the business needs of the organization, ensuring that the frequency of work at a location other than NSF HQ continues to improve organizational health and performance; supports delivery of NSF statutory mission; contributes to talent recruitment and retention; and does not negatively impact the effective accomplishment of work for other employees.

Considerations for eligibility include whether physical presence at NSF HQ is required:

1. To meet infrastructure and/or equipment support needs.
2. To participate in and/or support onsite collaboration requirements for internal stakeholders.

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3. To participate in and/or support meetings or events at NSF HQ or within the local commuting area that require physical presence to manage local external partnerships and/or meet with local external stakeholders.
4. To ensure customer-facing service requirements are met.
5. To perform classified duties or handling of classified documents and/or information.
6. For duties that require manual labor.
7. For oversight of onsite contractor personnel.
8. To supervise onsite staff.

Considerations for eligibility also include distinctive attributes of a specific Office or Division that facilitate the viability of telework or remote work.

Supervisors may designate a new position as remote or change the position category of an existing position when the position description is re-classified or attrition occurs. For new recruitments, positions must be designated as remote before the recruitment process begins. This includes formal recruitments through USAJobs and informal recruitments via Dear Colleague Letters and direct hire authorities. To request approval for a remote position, supervisors must complete [NSF Form 1741, Position Category Designation](#), and submit it to the TMO for approval. The Staffing Specialist should be copied on the request. Once approved, the recruitment process may proceed. When submitting a formal request for recruitment in the automated staffing system, a note indicating that the position is remote must be included in order for the vacancy announcement to indicate the position is remote. Position Category Designation forms submitted after the recruitment process has started will not be considered for approval.

VIII. Telework

Before submitting a request for telework, employees and supervisors are encouraged to discuss the employee's assigned position duties, the handling of any workload or customer service requirements that cannot be completed while teleworking (if applicable), the ability to maintain effective communication, and expectations for accessibility and responsiveness while teleworking.

Employees are expected to adhere to business hours and core hours on the Eastern Time zone (ET) (see [Hours of Work and Work Schedules PER Chapter](#)). Supervisors are expected to set reasonable deadlines to allow for asynchronous collaboration and reasonable expectations for response time for employees.

A. Situational Telework Requests

The immediate supervisor may approve an employee's request for situational telework. Any employee approved for core telework is automatically approved to request situational telework. Decisions to approve situational telework requests are made on a case-by-case basis and must be approved by the employee's immediate supervisor in advance, prior to the employee teleworking. In the event unanticipated circumstances

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arise on the day of the need for situational telework, employees should make an effort to request supervisory approval as far in advance as possible, but at least one (1) hour prior to the normal tour of duty.

There are many different scenarios in which an employee can request supervisory approval for instances of situational telework. Examples include, but are not limited to:

1. An employee has a short-term need for uninterrupted time to complete work on a complex project or report.
2. An employee is recovering from an illness or injury and is temporarily unable to report onsite to NSF HQ.
3. An employee notifies their supervisor that they would like to use the option for unscheduled telework following an OPM announcement that the status of Federal Government operations in the Washington, D.C. area is "Open with Option for Unscheduled Leave or Unscheduled Telework" due to inclement weather. (This particular example generally requires supervisory notification, not approval.)

Employees and supervisors should establish the preferred communication process for submitting requests for situational telework, (including identifying alternate points of contact in the event an employee's immediate supervisor is unavailable), to ensure a timely approval/denial of the request can be communicated to the employee.

B. Core Telework Requests for 1 – 6 Days Per Pay Period

The immediate supervisor may approve an employee to telework for one (1) to six (6) days per pay period. The immediate supervisor is the final approving official for such requests. Any employee approved for core telework is automatically considered eligible for situational telework and does not need to submit a separate request in the TAWSS.

C. Core Telework Requests for 7 – 8 Days Per Pay Period

The Assistant Director (AD) or Office Head (OH) may approve an employee to telework from seven (7) to eight (8) days per pay period. The request must first be approved by the immediate supervisor and Division Director (if applicable). The next level supervisor is the approving official for the AD/OH.

D. Independent Research and Development (IR/D)

Employees and IPAs with approved IR/D plans may use their home institution office to conduct IR/D activities.

E. Reporting Onsite to NSF HQ

When reporting onsite to NSF HQ, employees are expected to work a full day in the office, however, they must at least work a minimum of five (5) hours in the building or an official business status for it to count as an onsite day. Every position is not suitable for maximum flexibility; therefore, employees should discuss work hours with their supervisors to ensure the mission of the organization is not negatively impacted.

F. Requests to Switch Telework Days

An employee may request to switch their telework day for circumstances that would require the employee to forfeit a scheduled telework day (e.g., position duties requiring the employee report onsite to NSF HQ, scheduled training, or conference requirements, etc.). Alternate telework days must be discussed and agreed upon by both the immediate supervisor and the employee prior to the employee switching telework days.

G. Call-backs to NSF HQ while on Approved Telework

A supervisor may call back an employee to the office for duties that cannot be accomplished offsite, such as training, meetings that uniquely require in-person attendance, retreats, and other team building exercises. In such instances, supervisors should provide as much advanced notice as possible, but no less than one (1) business day (where possible) and consider travel requirements.

IX. Remote Work

Employees are expected to adhere to business hours and core hours on the Eastern Time zone (ET). Supervisors are encouraged to set reasonable deadlines to allow for asynchronous collaboration and to set reasonable expectations for response time for employees.

A. Requests for Permanent Remote Work

All requests for permanent remote work must be approved in the TAWSS by the immediate supervisor, second-level supervisor, AD or OH, and the TMO in HRM.

B. Requests for Temporary Ninety (90) Day Remote Work

Temporary Ninety (90) Day Remote Work is intended to address certain situations where the employee is temporarily unable to report to NSF HQ for reasons beyond the employee's control. The Division Director, in consultation with the AD/OH, may approve requests from staff for temporary remote work for up to ninety (90) calendar days, not to exceed four (4) consecutive requests (totaling one [1] year). Consecutive means that the employee has not had a break in between ninety (90) day requests of less than six (6) months. If the approval lasts one (1) year, the employee must wait ninety (90) days before requesting Temporary Ninety (90) Day Remote Work again. The duty station will not be changed. The immediate supervisor is the approving official of the Division Director or higher.

Criteria for approving such requests are as follows:

1. The work can temporarily be performed offsite without impact to customers or internal and external stakeholders; and
2. The employee is expected to continue teleworking and to be able to report onsite on a regular recurring basis within one (1) year; and
3. The employee has identified an inability to work onsite due to one of the below unanticipated personal circumstances:
 - a. Victim of domestic violence, sexual assault, or stalking.

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- b. Spouse’s job (including military deployment) involuntarily located outside the [Washington, D.C. locality](#) as defined by OPM.
- c. Temporarily caring for a family member who is incapacitated as a result of physical or mental illness, injury, or pregnancy.

Examples of documentation to support the request include (but are not limited to) the following:

Reason	Examples of Documentation
Personal Circumstance	<ul style="list-style-type: none">• Police report• Court order or Order of Protection• Documentation from a licensed medical professional, counselor, or victim advocate• Address protection program documentation
Spouse’s Job Relocation	<ul style="list-style-type: none">• Signed statement on company letterhead that includes the location of spouse’s transfer and effective date• Military orders
Care of Family Member	<ul style="list-style-type: none">• Signed statement from physician that includes the name of the person being treated, diagnosis, location of treatment, and any limitation of reporting onsite. To the extent that information is available to physician: prognosis, beginning date of the medical condition, anticipated end date (if one), and duration of treatment.

Employees must submit a request through TAWSS to initiate a formal request. Documentation must be submitted to the TMO in HRM to substantiate the request. Approved requests must be recertified every ninety (90) days.

C. Change in Duty Station

Employees approved for permanent remote work will have their duty station changed to their approved alternate worksite. The effective date of the change in duty station will be the beginning of the following pay period in which it is approved and may result in higher or lower locality pay. Employees may not designate more than one (1) official alternate worksite. If an employee has multiple approved alternate worksites, the alternate worksite that is used at least fifty-one (51) percent of the time will be identified as the official duty station. Employees are responsible for ensuring that the proper state tax changes are made after their remote work agreement has been approved.

D. Newly Hired Employees

Upon officially beginning employment with NSF, new hires may not be granted approval for Temporary Ninety (90) Day Remote Work or Long-Term Temporary Remote Work

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(not including reasonable accommodations) unless the event that warrants the request occurs after the entry-on-duty date.

E. Call-backs to NSF HQ while on Approved Remote Work

A supervisor may call back an employee to the office for duties that cannot be accomplished offsite, such as training, meetings that uniquely require in-person attendance, retreats, and other team building exercises. In such instances, supervisors should provide as much advanced notice as possible, but no less than ten (10) business days for employees designated as Remote (where possible). Exceptions to this are mission-critical work needs that arise unexpectedly.

If an employee is permanently called back from remote work by NSF management, the employee will be given one (1) year to transition to an approved telework arrangement.

X. Requests for Exceptions

Employees that meet the criteria identified below may request Long-Term Temporary Remote Work or Maximum Telework. The AD/OH, in consultation with HRM, is the approving official for requests. Criteria for approving such requests are as follows:

- A.** The work can be performed offsite on a long-term basis, with minor modifications to the duties, and without impact to customers and internal and external stakeholders; and
- B.** The employee has identified an inability to work onsite due to one of the below unanticipated circumstances:
 - 1. Victim of domestic violence, sexual assault, or stalking.
 - 2. Spouse's job (including military deployment) involuntarily located outside the [Washington, D.C. locality](#) as defined by OPM.
 - 3. Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, or pregnancy.

The ninety (90) day waiting period for Temporary Ninety (90) Day Remote Work is not required when the employee is transitioning from Temporary Ninety (90) Day Remote Work to Long-Term Temporary Remote Work.

Employees must submit a request through TAWSS to initiate a formal request. Documentation must be submitted to the TMO in HRM to substantiate the request.

Examples of documentation to support the request include (but are not limited to) the following:

Reason	Examples of Documentation
Personal Circumstance	<ul style="list-style-type: none"> • Police report • Court order or Order of Protection • Documentation from a licensed medical professional, counselor, or victim advocate • Address protection program documentation
Spouse’s Job Relocation	<ul style="list-style-type: none"> • Signed statement on company letterhead that includes the location of spouse’s transfer and effective date • Military orders
Care of Family Member	<ul style="list-style-type: none"> • Signed statement from physician that includes the name of the person being treated, diagnosis, location of treatment, and any limitation of reporting onsite. To the extent that information is available to physician: prognosis, beginning date of the medical condition, anticipated end date (if one), and duration of treatment.

Approved requests must be recertified annually. If/when the employee’s reason for the request is no longer in effect, the employee will be given one (1) year to transition to an approved telework arrangement.

Change in Duty Station

Employees approved for Long-Term Temporary Remote Work will have their duty station changed to their approved alternate worksite. The effective date of the change in duty station will be the beginning of the following pay period in which it is approved and may result in higher or lower locality pay. Employees may not designate more than one (1) official alternate worksite. If an employee has multiple approved alternate worksites, the alternate worksite that is used at least fifty-one (51) percent of the time will be identified as the official duty station. Employees are responsible for ensuring that the proper state tax changes are made after their remote work agreement has been approved.

Employees approved for Maximum Telework will maintain their duty station at NSF HQ in Alexandria, VA.

XI. Reasonable Accommodation

An employee may request a reasonable accommodation for Maximum Telework or remote work due to a disability or medical condition, including employees who have temporary or continuing health conditions, following the procedures described in the [NSF Policy on Reasonable Accommodation](#). Allowing an employee to work at an alternate worksite may be a reasonable accommodation where, for example, commuting every day is demonstrated to be aggravating to the person's disability and the job, or parts of the job, can be performed from an alternate worksite without causing significant difficulty or expense.

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Reasonable accommodations are governed by Section 501 of the Rehabilitation Act of 1973 ([Rehabilitation Act](#)), which was made applicable to Federal employees pursuant to the [Americans with Disabilities Act](#). Reasonable accommodations do not apply to an employee's family members.

If an employee is approved for remote work as a reasonable accommodation, the duty station will change only if the approval is for one (1) year or more. This will be outlined in the agreement that is signed by the employee, supervisor, and the Disability Program Manager in the Office of Equity and Civil Rights (OECR). A remote work approval as a reasonable accommodation does not change the employee's position category.

XII. Travel and Relocation Costs

A. Travel Costs

Employees approved for remote work (including approvals through the reasonable accommodation process) or Long-Term Temporary Remote Work, with an approved alternate worksite outside the local commuting area will be reimbursed for commuting costs to and from NSF HQ if the travel is directed by the supervisor. Employees required to be in a travel status for twelve (12) hours or longer may be entitled to [per diem](#). Refer to the [NSF Travel Policy](#) for specific guidance. Employees who voluntarily travel to and from NSF HQ may not be reimbursed for commuting costs.

B. Relocation Costs

If an employee is approved for permanent or Long-Term Temporary Remote Work and is later directed by the Agency to return onsite and the duty station is changed to NSF HQ, the Agency must cover applicable relocation expenses, such as moving expenses. For Long-Term Temporary Remote Work, the agency will not pay relocation costs once the approval has expired. The agency will only pay relocation costs if the agency directs the employee to come back prior to the expiration of the approval.

XIII. Telework/Remote Work Agreements

All employees are required to have an approved Telework/Remote Work Agreement in place in the TAWSS prior to engaging in telework or remote work. Employees and supervisors are responsible for ensuring agreements remain accurate. Agreements remain in effect until superseded by a new agreement or the employee is deemed permanently ineligible. Approvals and denials of Telework/Remote Work Agreements are made on a case-by-case basis and after a business case analysis.

A. Approvals and Denials

Supervisors will consider and approve or deny employee telework or remote work agreement requests via the TAWSS. Supervisors, normally, will make a determination on an employee's telework or remote agreement request within ten (10) business days. Supervisors may send the request back to the employee to make modifications, as necessary. The TMO has ten (10) business days to approve remote work requests in the TAWSS.

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Supervisors are responsible for determining the work objectives of their organization. Supervisors, with the involvement of their employees, should discuss how telework or remote work will work for the organization. A supervisor can deny a request for core telework if the employee has required onsite position duties that do not lend themselves to a core telework agreement and there are business-based reasons to support the denial. Examples of business reasons for denials include (but are not limited to):

1. The duties of the position are not amenable to a high frequency of telework and/or remote work.
2. The mission and/or operational needs of the organization have changed.
3. There is inadequate office coverage.
4. The employee's duties require constant in-person interaction with NSF employees or external stakeholders, and/or the use of equipment that will not enable them to effectively telework or work remotely.
5. The performance of classified duties or handling of classified documents and/or information.
6. For oversight of onsite contractor personnel.
7. To supervise onsite staff.

B. Updating Telework/Remote Work Agreements

Substantive changes that require a new agreement include when an employee:

1. Starts a new position.
2. Changes an alternate worksite. If the employee was previously approved for remote work and subsequently changes their alternate worksite, they will continue to remain as a remote worker.
3. Changes the telework frequency or reporting frequency to NSF HQ (remote work).

Minor and temporary adjustments to a telework schedule may be initiated by the employee or supervisor and do not require a formal change in the telework agreement in TAWSS, such as when the telework schedule conflicts with official travel or training, when there are call-backs to NSF HQ, switching telework days, or when there is a one-time change in the alternate worksite.

C. Suspension of Telework/Remote Work Agreements

A supervisor may temporarily suspend an employee's telework agreement when operational requirements require extended onsite presence for "busy seasons" or short-term projects. Supervisors will provide the employee with written notice of the suspension, generally at least one (1) pay period in advance. The original telework agreement is restored once the "busy season" or short-term project has been completed.

D. Termination of Telework/Remote Work Agreements

An employee may voluntarily terminate their telework or remote work agreement at any time. An employee who voluntarily terminates their agreement may not request approval for a new telework or remote work agreement in the current organization for a period of six (6) months.

Supervisors may terminate a telework agreement if the employee becomes permanently ineligible in accordance with the Telework Enhancement Act or repeatedly fails to abide by the terms and conditions of the telework agreement. A written justification explaining the supervisor’s basis for the termination must be documented and provided to the employee via the TAWSS. Reasons for terminating an agreement may include a change in circumstances of the organization (e.g., reorganization) or change in the employee’s position description.

In the event modification or termination of a telework or remote work agreement results in a change in employee eligibility for an assigned workspace in the NSF HQ building, the employee shall be assigned either a temporary or permanent workspace in accordance with the Agency Workspace Management Policy.

XIV. Family Care

While teleworking or performing official duties, employees are expected to have dependent care arrangements in place. However, there may be unplanned or temporary circumstances (e.g., an unscheduled telework day in which schools are closed) when telework may be an appropriate, short-term workplace flexibility for employees with caregiving responsibilities. These short-term temporary circumstances should represent the exception and not the rule.

If a situation arises that requires the employee to attend to a dependent at the telework site during scheduled duty hours, the employee shall promptly notify the supervisor and arrange to take leave or reschedule the work hours. It should also be noted that the immediate supervisor can exercise discretion in determining whether an employee can accomplish only some of their duties in these types of situations. In these cases, the employee may be allowed to telework during the time they are not responsible for dependent care responsibilities and be required to take appropriate leave while performing dependent care responsibilities that day.

XV. Performance Management

As with other workplace flexibilities, good performance management practices and transparency can provide a solid foundation for an effective telework or remote work situation.

A. Supervisors

Supervisors must hold all employees to the same performance standards regardless of their telework or remote work status. Supervisors must manage the workforce by focusing on goals and outcomes and not physical presence, and supervisors must treat employees consistently regardless of location.

Supervisors must maintain open lines of communication and provide all employees with objective feedback regarding performance expectations. Any management decisions

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regarding telework and remote work eligibility and participation should focus on results-oriented performance management and accountability measurement principles that are clearly addressed in the employee's performance plan.

An employee's request for telework or remote work is not the appropriate time to address initial performance or conduct concerns.

B. Employees

Employees, whether working remotely or in the office, are held accountable for their performance and conduct. Employees should remember that workplace policies and performance expectations are the same regardless of the employee's telework, remote, or onsite work status.

XVI. International Telework

Due to increased security concerns and costs to employing agencies, employees are not permitted to telework in a foreign country, requiring a Domestic Employee Teleworking Overseas (DETO). Individuals traveling internationally for reasons other than official business are not permitted to engage in such international travel with the intent to telework. This provision applies to all Agency personnel, which includes federal employees, IPAs, Visiting Scientists, Engineers, and Educators (VSEEs), external detailees, and American Association for the Advancement of Science (AAAS) Fellows. Failure to comply with this policy could result in disciplinary action.

Staff traveling overseas for official business to a non-high-risk country (as determined by the U.S. State Department) are permitted to use their NSF-issued devices and/or personal devices to access NSF systems, provided that their primary work while in-country remains the work for which the travel was authorized. Staff traveling overseas to a high-risk country (as determined by the U.S. State Department) must follow the guidance issued by the Division of Information Systems (DIS).

Official business does not include leave time added to the beginning or end of official business or time spent recovering from an illness or injury that occurred during official business. If quarantine for a communicable disease (e.g., COVID-19) is required at the travel destination, staff may telework from that location, provided that their country clearance request for such official travel states an intent to telework during quarantine on matters unrelated to the purpose of travel but not affecting the destination country. If telework is not a feasible option, weather and safety leave may be used during that time. Expenses associated with quarantine will be paid by NSF.

In accordance with guidance issued by the Department of State, overseas telework that requires a DETO agreement is distinct from mobile work. Checking NSF email from a personal or NSF-issued device; virtually attending or calling into NSF meetings for any purpose, including to stay informed; and contacting NSF coworkers by phone, email, or other means for business reasons are considered performing mobile work and not telework.

Employees traveling internationally for reasons other than official business must leave their NSF-issued laptops and mobile devices at home. Employees who use their personal devices to

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access NSF email should disable NSF email on their devices before departing the United States. NSF-issued personal laptops and mobile devices configured to access NSF email should not be taken to countries deemed as high risk (as determined by the U.S. Department of State) for electronic devices; loaner laptops can be reserved for high-risk travel.

On extremely rare occasions, the Chief Operating Officer (COO) in the NSF Office of the Director (OD) may approve exceptions to this policy when a critical NSF mission need outweighs the concerns and costs to the Agency. COO approval will permit only the amount of telework needed to accomplish the critical mission need. Exceptions for unforeseen, extreme emergencies may be necessary and must be reported to the supervisor and OD as soon as possible. Requests for exceptions must be in writing and submitted to the COO for approval via the Document Routing System (DRS). The DRS submission should include concurrence from the Assistant Director/Office Head of the submitting organization. The Division of Human Resource Management (HRMTelework@nsf.gov) and the Division of Information Systems (DISInternationalTeleworkExemptions@nsf.gov) should be copied in the workflow in DRS.

XVII. Inclement Weather and Other Emergencies

In the event of unscheduled leave, unscheduled telework, delayed arrival, early departures, or federal offices are closed to the public, telework-ready employees should begin working at their scheduled start-time and should work their entire regularly scheduled workday, unless their physical telework site is impacted by the emergency.

A. Weather and Safety Leave

Employees are eligible for weather and safety leave if the employee's alternate worksite is impacted by inclement weather, an emergency (e.g., power outage, flooding, evacuation, local security concerns, or other related emergencies), or childcare requirements (i.e., schools are closed) due to the related incident.

B. Emergency Closures and Early Dismissals Affecting NSF HQ Only

If work is disrupted at NSF HQ (e.g., by power outages, fire, flood, equipment failure, etc.) and employees are excused, employees who began the workday in a telework status will complete the workday.

C. Disruptions at an Approved Alternate Worksite

If work is disrupted at an approved alternate worksite, the employee must contact their immediate supervisor to discuss the nature of the disruption and the appropriate course of action (e.g., the possibility of completing other work, taking leave, or reporting to NSF) depending on the expected duration of the disruption and the urgency of the day's work.

If an employee's alternate worksite is impacted by a local emergency (e.g., evacuation) the employee should notify their supervisor (to the extent possible) and will be granted the use of weather and safety leave throughout the duration of the emergency.

XVIII. Time and Attendance

The tour of duty while teleworking can be different from the onsite hours of work and should be addressed in the telework agreement. For example, an employee may wish to begin their tour of duty earlier while teleworking than they would if they were scheduled to be onsite due to reduced commute times. In addition, an employee and supervisor may agree upon a flexible work arrangement where an employee is onsite for part of the workday and teleworks for the remainder of the workday.

Employees are expected to adhere to business hours and core hours on the Eastern Time (ET) zone regardless of the geographic location (within the United States).

XIX. Terms and Conditions

Employees are responsible for providing a safe and appropriate alternate worksite, practicing safe work habits, and ensuring they have the necessary resources to engage in a telework or remote work arrangement. The alternate worksite(s) may be the employee's residence or other approved work location that supports productive work and provides an appropriate environment and level of security to accomplish the work.

The Agency will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of the approved alternate worksite location. The Agency will confirm that employees have the proper hardware, resources, and technology for employees to maintain their productivity and work performance while engaging in remote work or while teleworking comparable to when they are onsite at the NSF HQ building. As described below, resources are a shared responsibility between the employee and NSF.

A. Hardware and Software

NSF will make a good-faith effort to provide adequate hardware suitable for teleworking as resources permit. NSF is not required to duplicate equipment available onsite at NSF HQ to employees for their alternate worksite(s).

Unless security policies dictate otherwise, employees may use their own hardware and devices with Agency-approved software. NSF will provide software required to remotely access NSF systems and services. Employees using their own equipment are responsible for its service and maintenance and for the cost of such service and maintenance. Employees must ensure that personal equipment meets NSF information technology (IT) safety and security standards.

The Agency will not be liable for damages to an employee's personal or real property during the performance of official duties or while using government equipment at an approved alternate worksite, except to the extent the Agency is held liable for claims filed under the Federal Tort Claims Act (28 U.S.C. §§ 2671 et seq.) or claims arising under the Military Personnel and Civilian Employees Claims Act (31 U.S.C. §§ 3721 et seq.).

NSF will provide standard software necessary for teleworking on government-owned equipment. Such equipment will be serviced and maintained by NSF. Employees located

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within the local commuting area may be required to transport equipment to NSF HQ for servicing if necessary. Remote employees outside of the local commuting area may be required to ship the equipment back to NSF HQ at the government's expense if the equipment cannot be serviced remotely. In addition, situations of equipment failure or malfunction that prevent work must be reported to the supervisor to discuss the appropriate course of action.

B. Collaboration Tools

Employees must use all technology tools provided by NSF, as necessary, to make and receive phone calls, messages, and emails and to collaborate during the workday. Employees engaged in telework or remote work should be responsive and accessible similar to employees who are working onsite in the NSF HQ Building. Supervisors must not use collaboration tools as a means to track employee productivity and location.

C. Use of Webcams During Meetings

Employees are expected to have webcams turned on during meetings in order to cultivate a meaningful employee-supervisor relationship and to build trust. Meeting organizers should be understanding that there will be circumstances where having webcams on are not conducive to a productive meeting (e.g., meetings where there are large groups, phone calls using a collaborative tool or recorded, etc.).

D. Workspace

Employees approved for remote work will forfeit having an assigned workspace in the NSF HQ building.

For employees approved for telework, the Division of Administrative Services (DAS) will provide a threshold for the maximum number of days of telework allowed in order to retain assigned workspace in the building. Please refer to the DAS Workspace Management Policy for more information.

E. Equipment

All employees will be provided with government-furnished equipment regardless of telework or remote work status. Printers will not be provided.

F. Furniture

Furniture (i.e., chair and desk) will be provided to staff when they report to NSF HQ. Furniture will not be provided for alternate worksites for teleworkers or employees approved for remote work. Employees who request telework and remote work are attesting that they have the space and home-setup sufficient to carry out the duties of their position. Employees may request a reasonable accommodation for special furniture (e.g., ergonomic chair, anti-fatigue floor mat, or desk riser) from the Disability Program Manager. Medical documentation will be required to substantiate the request.

G. Office Supplies

NSF will provide general office supplies (e.g., pens, paper, sticky notes, etc.) regardless of the remote work or telework status. Supplies will be mailed to remote workers only.

H. Safety

Employees must certify the safety of all alternate worksite(s) via the Safety Checklist that is a part of the Telework/Remote Work Agreement. Employees working at home

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will be covered under the Federal Employees' Compensation Act (FECA) if injured while performing official duties at the approved alternate worksite to the extent provided under the Act.

XX. Resources

Authorities and References:

1. [The Telework Enhancement Act of 2010](#)
2. [Public Law 106-346](#) (requirement for executive agencies to establish a telework policy)
3. [OPM Guide to Telework and Remote Work in the Federal Government](#), November 2021
4. [OPM Governmentwide Closure and Dismissal Procedures](#), November 2018
5. Federal Employees' Compensation Act (FECA): 5 USC 8101
6. Privacy Act: 5 USC 552a

XXI. Contact

Pay and Benefits Services Branch (PBSB)
Division of Human Resource Management (HRM)
HRMTelework@nsf.gov

National Science Foundation
Collective Bargaining Agreement(s) –
Telework Provisions

Article 11, **Telework and Remote Work Program**

Section 1 **General.**

The Parties recognize the benefits of the telework program. Telework is a flexible work arrangement under which an employee performs the duties and responsibilities of his/her position, and other authorized activities, from an approved alternate worksite, other than the location of NSF headquarters where the employee would otherwise work.

Remote Work is a workplace flexibility allowing an employee to work at an approved alternate worksite, within or outside the local commuting area of the Agency worksite, with no expectation to report to the Agency worksite on a regular and recurring basis.

Telework and Remote Work are important tools for achieving a resilient and results-oriented workforce. Balancing work and family responsibilities and meeting environmental, financial, and commuting concerns are among its advantages.

In recognizing these benefits, both Parties also acknowledge that the needs of the Agency to accomplish its mission are essential. Management is responsible for the efficient and effective operation of the organization, including customer service expectations and remaining highly adaptive. The Telework Enhancement Act of 2010 does not establish telework as a right, and as such it is voluntary. The provisions of the Telework and Remote Work Program for bargaining unit employees under this agreement will be administered in accordance with Agency's Telework and Remote Work policy. Details of this policy may be found in the NSF Personnel Manual at [Chapter 8 – Work/Life Programs Subchapter 500 – Telework and Remote Work](#).

Employees engaging in Telework and Remote Work will be treated the same as onsite employees regarding workplace policies and practices.

Article 12, **Workers' Compensation**

**Nuclear Regulatory Commission
Supplemental Documents**

Nuclear Regulatory Commission
January 2024 Submission

3. Gather, and update as needed, the following pieces of supporting documentation:

- a. Existing Agency-level Telework Policies - [Management Directive 10.166 Telework Collective Bargaining Agreement, Article 7](#)
- b. Current Labor Agreements - [Collective Bargaining Agreement](#)
- c. Work Environment Check-Ins – **Blue text = January 2024 response; Red text = updates as of May 2024**

Topic	Narrative Response
<p>If you have not communicated a specific expectation (including about the number of days they are expected to report to an office) to all segments of your workforce, please describe your plan for doing so.</p>	<p><i>Agency responses here should outline which segments of their organization (e.g., occupational areas, non-supervisors, bargaining unit employees, certain sub-components, etc.) that have yet to receive updated expectations for work environments. Agencies should also outline how they intend to communicate specific expectations to those segments. To the extent specific expectations have not yet been communicated to bargaining unit employees, agencies should provide a plan for how those changes will be communicated as well as an estimate of when the agency anticipates the appropriate union engagement might be completed so specific expectations can be communicated.</i></p> <p>NRC employees, with their immediate supervisor’s approval, may telework six days per pay period maximum (or four in-person days minimum). Requests for more telework will be considered and will require higher level management approval. The Commission recently directed staff to maintain this work model, except for SES employees, who were directed to work a minimum of six in-office days per pay period, with a minimum of six hours per in-office day. This expectation was communicated to staff upon full re-entry in November 2021 and, recently, in a Staff Requirements Memorandum from the Commission (10/31/23, ADAMS No. ML23304A242), in the Executive Director for Operations’ weekly update to staff (11/01/23), and in an agencywide announcement (11/01/23).</p>
<p>Please describe your approach to tracking and ensuring compliance with communicated policies.</p>	<p><i>Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.</i></p> <p>The agency tracks implementation through telework agreements that employees must complete to be on a telework plan, and through employees’ time and labor entries. When entering time, employees must indicate whether the work was done in person or through telework. First-line supervisors are responsible for approving their staff’s time and labor entries and ensuring that staff are complying with their telework agreements.</p>
<p>Please describe any outstanding physical or technical work environment issues you are still working to resolve.</p>	<p><i>Agency responses here should include specific timelines and milestones for resolving these issues (e.g., renovation on HQ complete by X date or cafeteria open based on Y milestone).</i></p> <p>At headquarters, renovations of a conference center, which includes a small café, and the auditorium are substantially complete. Long lead AV equipment is anticipated to be installed by quarter 2 of FY24. Additionally, the renovation of two floors are scheduled to be completed by the end of FY24. The NRC has reached an agreement with NTEU to implement hoteling at its headquarters and regional offices.</p> <p>At headquarters, renovations of a conference center, which includes a small café, and the auditorium are complete. Long lead AV equipment has been installed. Additionally, the renovation of two floors is scheduled to be completed by Quarter 1 of FY25.</p>
<p>Please describe how you have or plan to engage bargaining units / satisfy your collective bargaining obligations on changing work environments.</p>	<p><i>Agency responses should include specific timelines and steps the agency is taking to prioritize such engagement.</i></p> <p>Future engagements with NTEU are to be determined. NTEU filed a grievance on November 2, 2023, alleging that the NRC failed to negotiate the work plan in good faith due to the involvement of the Commission.</p> <p>NTEU filed a grievance on November 1, 2023. A decision was issued denying the grievance and NTEU has invoked arbitration in this matter.</p>
<p>Please describe other upcoming milestones.</p>	<p><i>Agency responses here should include other issues, milestones, or plans relevant to implementation of work environment changes.</i></p> <p>By December 31, 2023, in-person work for individuals serving in SES positions should increase to at least six days per pay period, with a minimum of six hours per in-office day (except for those with existing reasonable accommodation or other special circumstances arrangements).</p> <p>Individuals serving in SES positions have begun coming into the office at least six days per pay period.</p>

**Nuclear Regulatory Commission
Telework Policy(s)**

U.S. NUCLEAR REGULATORY COMMISSION MANAGEMENT DIRECTIVE (MD)

MD 10.166	TELEWORK	DT-17-219
<i>Volume 10, Part 7:</i>	Personnel Management, General Personnel Management Provisions	
<i>Approved By:</i>	Victor M. McCree, Executive Director for Operations	
<i>Date Approved:</i>	July 13, 2017	
<i>Cert. Date:</i>	N/A, for the latest version of any NRC directive or handbook, see the online MD Catalog .	
<i>Issuing Office:</i>	Office of the Chief Human Capital Officer Human Capital Analysis Branch	
<i>Contact Name:</i>	Richard Stanfield	Servicing Human Resources Specialist (names and phone numbers are listed here)

EXECUTIVE SUMMARY

New Management Directive (MD) 10.166, “Telework,” is being issued to provide the telework policy. This directive incorporates the Telework Enhancement Act of 2010 and ensures that telework is incorporated as part of the agency’s Continuity of Operations Plan (COOP) in the event of an emergency.

There is no handbook for this MD; however, the NRC’s Telework Web site provides detailed guidelines for the NRC Telework program. The NRC’s Telework Web site is available at <http://www.internal.nrc.gov/HR/telework.html>.

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For updates or revisions to policies contained in this MD that were issued after the MD was signed, please see the Yellow Announcement to Management Directive index ([YA-to-MD index](#)).

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I. POLICY

It is the policy of the U.S. Nuclear Regulatory Commission to implement a telework program, whereby approved participants are allowed to work at home or at other approved offsite locations, that is consistent with applicable laws and regulations and that strikes an appropriate balance between agency and employee needs and interests.

II. OBJECTIVES

- Provide guidance for designing, developing, and implementing telework agreements at the NRC.
- Ensure compliance with any applicable law or regulation regarding telework.
- Define the roles and responsibilities of those who approve telework agreements.
- Ensure the agency’s interests are properly addressed in establishing telework agreements.
- Incorporate telework as a component of emergency planning.

III. ORGANIZATIONAL RESPONSIBILITIES AND DELEGATIONS OF AUTHORITY

A. Executive Director for Operations (EDO)

Designates a telework managing officer within the Office of the Chief Human Capital Officer (OCHCO) who is a senior official of the agency with direct access to the Chairman, as required by the Telework Enhancement Act of 2010.

B. Office of the General Counsel (OGC)

Provides legal advice and assistance to the offices responsible for establishing procedures to support the telework program.

C. Inspector General (IG)

Establishes and manages the telework program for the Office of the Inspector General.

D. Chief Human Capital Officer (CHCO)

1. Serves as the telework managing officer for the agency; advises agency leadership, and is responsible for policy development and implementation related to the agency's telework program.
2. Serves as the agency's primary point-of-contact for the Office of Personnel Management (OPM) on telework matters.
3. Develops and implements telework policy. Manages the agency telework program and serves as a resource for managers and employees.
4. Ensures telework is incorporated into the agency's Continuity of Operations Plan.
5. Designates a telework coordinator to coordinate the day-to-day activities under the telework program.
6. Ensures that an interactive telework training program is provided to all employees eligible to participate in the telework program and all managers of teleworkers.
7. Submits reports to OPM on telework.

E. Director, Office of Administration (ADM)

Reviews and concurs on all proposed full-time telework agreements and special circumstances agreements, as appropriate, to ensure that each agreement meets the agency's requirements under the Drug Testing Policy. (See MD 12.3, "NRC Personnel Security Program.")

F. Chief Information Officer (CIO)

1. Establishes and maintains information technology systems and related procedures to support the agency's telework program.
2. Reviews and concurs on all proposed full-time telework agreements and special circumstances agreements, as appropriate.
3. Establishes and maintains cybersecurity and computer security requirements and procedures to support the agency's telework program.

G. Office Directors and Regional Administrators

1. Ensure overall office and regional participation is consistent with established telework procedures.

2. Notify the OCHCO telework coordinator of participants in the program.
3. Submit documentation of telework agreement approvals required to be approved at the OD/RA level to OCHCO for employees within their organization. An alternate management contact may be identified.

H. Supervisors and Managers

1. Inform staff of the telework program and ensure completion of telework training.
2. Approve fixed and project-based telework agreements, as appropriate. Submit documentation of approvals at the first or second line supervisory level to OCHCO for employees within their organizations. (For definitions of telework types, see “Types of Telework” available on the NRC’s Telework Web site <http://www.internal.nrc.gov/HR/telework.html>.)
3. Evaluate employee requests for telework participation in a fair and equitable manner ensuring that restrictions or denials are based on mission-related criteria, guidelines and applicable agency policies. Examples include but are not limited to portability of work, office coverage and employee performance.
4. Establish clear expectations and objectives to ensure telework agreements outlining the terms and conditions of the arrangement.
5. Ensure that applicable policies and procedures are followed under a telework agreement, including the removal or accountability of Government property (e.g., laptops and printers), maintenance of telework records and documents, and approval of overtime, leave, and alternative work schedules.
6. Monitor and evaluate the employee’s performance as based on the employee’s performance appraisal plan and the telework agreement.
7. Communicate with employees working at alternative worksites, and ensure that they are informed regarding dismissal or closure procedures during emergencies.

I. Employees

1. Complete telework training.
2. Conduct an assessment of their telework capabilities and submits appropriate telework forms.
3. Adhere to agency, office and region policies, direction, and guidance while teleworking.

IV. APPLICABILITY

The provisions of this directive apply to and must be followed by all NRC employees. To the extent that the provisions of this directive conflict with or are modified by the negotiated agreement with the employees' exclusive representative, the negotiated agreement (Collective Bargaining Agreement Between U.S. Nuclear Regulatory Commission and National Treasury Employees Union) will govern the treatment of personnel for bargaining unit positions.

V. DIRECTIVE HANDBOOK

The NRC's Telework Web site serves as the handbook for this directive. The Web site provides detailed guidance for the NRC's Telework program and is available at <http://www.internal.nrc.gov/HR/telework.html>.

VI. TELEWORK ENHANCEMENT ACT OF 2010

The Telework Enhancement Act of 2010, Public Law 111-292, enacted on December 9, 2010, requires the head of each Executive agency to establish a policy under which eligible employees of the agency may be authorized to telework, determine the eligibility for all employees of the agency to participate in telework, and notify all employees of the agency of their eligibility to telework within 180 days after the date of enactment.

VII. REFERENCES

Nuclear Regulatory Commission Documents

Collective Bargaining Agreement Between U.S. Nuclear Regulatory Commission and National Treasury Employees Union, available at <http://www.internal.nrc.gov/HR/pdf/cba.pdf>.

CSO-CKLT-1003, Cyber Security Checklist, available at: <http://www.internal.nrc.gov/CSO/checklists.html>.

Cybersecurity Incident Response Web Site: <http://www.internal.nrc.gov/CSO/incident-resp.html>.

Management Directive—

- 6.2, "Continuity of Operations Program."
- 10.62, "Leave Administration."
- 12.2, "NRC Classified Information Security Program."
- 12.3, "NRC Personnel Security Program."
- 12.5, "NRC Cybersecurity Program."

12.6, "NRC Sensitive Unclassified Information Security Program."

12.7, "NRC Safeguards Information Security Program."

NRC Forms Library on SharePoint:

<http://fusion.nrc.gov/nrcformsportal/default.aspx>.

NRC Sensitive Unclassified Non-Safeguards Information (SUNSI) Program Web Site:

<http://www.internal.nrc.gov/ois/divisions/irsd/sunsi/index.html>.

NRC Telework Web Site, including the Standard Operating Procedures for Telework:

<http://www.internal.nrc.gov/HR/telework.html>.

OIG-10-A-13, "Audit of NRC's Telework Program," June 9, 2010 ([ML101600394](#)).

OIG-14-A-05, "Audit of NRC's Full-Time Telework Program," December 11, 2013 ([ML13345A194](#)).

Yellow Announcement YA-05-0077, "Policy Revision: NRC Policy and Procedures for Handling, Marking, and Protecting Sensitive Unclassified Non-Safeguards Information (SUNSI)," October 26, 2005 ([ML051220278](#)).

Office of Personnel Management (OPM)

OPM's Telework Web Site:

<http://www.telework.gov>.

National Institute of Standards and Technology (NIST)

NIST Special Publication 800-46, Rev. 2, Guide to Enterprise Telework, Remote Access, and Bring Your Own Device (BYOD) Security, available at

<https://www.nist.gov/publications/guide-enterprise-telework-remote-access-and-bring-your-own-device-byod-security>.

NIST Special Publication 800-114, Rev. 1, User's Guide to Telework and Bring Your Own Device (BYOD), available at [https://www.nist.gov/publications/users-guide-](https://www.nist.gov/publications/users-guide-telework-and-bring-your-own-device-byod-security)

[telework-and-bring-your-own-device-byod-security](https://www.nist.gov/publications/users-guide-telework-and-bring-your-own-device-byod-security).

United States Code

Federal Employees' Compensation Act (FECA) (5 U.S.C. 8101 et seq.).

Inspector General Act of 1978, as amended (5 U.S.C. App. 3).

Telework Enhancement Act of 2010.

**Nuclear Regulatory Commission
Collective Bargaining Agreement(s) –
Telework Provisions**

Article 7 Telework

7.1 GENERAL

This Article pertains to the implementation of a Telework Program whereby participants are allowed to work at home or at other approved offsite locations, including other NRC facilities not associated with an employee's position of record. For the purposes of this Article the terms "telework" and "telecommuting" can be used interchangeably, and can include "work- at-home."

NRC and NTEU jointly recognize the benefits of the Telework Program which can, among other things, provide the opportunity to enhance workplace efficiency, increase employee morale, and reduce traffic congestion. In recognizing these benefits, both parties acknowledge the need of the Commission to accomplish its mission.

Participants in the Telework Program will receive the same treatment as non-participants for the purposes of performance evaluations, training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees, work requirements, and other acts involving managerial discretion. While teleworking, all workplace policies remain in place, including start/end times, rules regarding time and attendance, and employee expectations concerning performance and conduct.

7.2 MANAGEMENT DISCRETION

Telework is subject to approval by management and is not an employee entitlement. Approval or denial of an employee's request to telework will be based on telework not diminishing the employee's performance or agency operations, applicable law, regulation, and the provisions of this Article.

Management has the discretion in deciding whether a particular position or class of positions is appropriate for the Telework Program based on the content of the work, consistent with the criteria set forth in this Article.

Although an employee may request a particular day(s) and/or time to telework, NRC management has final approval.

7.3 TYPES OF TELEWORK

The following telework schedules are available:

- 7.3.1 Fixed – a recurring telework arrangement with a fixed schedule that designates the day(s) and hours each pay period in which work will be performed at the employee's home or approved offsite location, including other NRC facilities not associated with an employee's position of record. A request for approval of a fixed telework schedule shall be submitted to the first line supervisor.
- 7.3.2 Project-based – short-term telework, when an employee's work assignments, or a portion thereof, can be performed remotely for a short period of time. The duration of an approved project-based telework arrangement can be measured in terms of hours or a few days.
 - 7.3.2.1 A request for project-based telework shall be submitted to the first-line supervisor.
 - 7.3.2.2 The employee must request and receive management's approval for each project-based telework occurrence. The supervisor must document each specific project-based telework arrangement.
- 7.3.3 Special Circumstances – a non-permanent telework arrangement for a relatively short period of time due to personal incapacitation or a personal hardship.
- 7.3.4 Continuity of Operations (COOP) – telework performed to ensure that the Agency can continue to perform critical functions during a wide range of emergencies, including but not

limited to, acts of nature, accidents, and technological or attack-related emergencies.

7.4 ELIGIBILITY

- 7.4.1 Any employee, on any work schedule, including a part-time employee and phased retirement participants, may request a telework arrangement under any of the above listed types of telework. Subject to the provisions set forth in Section 7.2, an employee will be eligible for a telework arrangement if:
- 7.4.1.1 They have sufficient duties that are portable that can be effectively performed outside of the traditional office setting (e.g., face-to-face contact with others that is predictable or can be managed through other means of communications and access to necessary materials is readily available through alternative means that will not violate any law, regulation, or policy). While an employee's position may not have sufficient portable duties to provide eligibility to telework regularly on a fixed schedule, the employee may still have portable duties associated with a particular assignment that would be eligible for project-based telework (e.g., on-line mandatory training).
- An employee who routinely or regularly deals with classified, confidential, or sensitive documents or data or information that is not available from home (e.g., personnel and/or payroll records, non-public (NRC restricted) information, or information protected from unauthorized disclosure by the Privacy Act of 1974 and its implementing regulations) must be authorized to remove such documents from an NRC facility or have sufficient other work to justify the requested telework schedule.
- 7.4.1.2 The employee's absence from the work site does not unduly interfere with the efficient operation of the organization, or the employee does not require frequent face-to-face interaction with supervisors, coworkers and/or others, or use of specialized equipment.
- 7.4.1.3 The employee's latest rating of record in all critical elements is "fully successful" or better, and the employee has demonstrated and maintained acceptable work habits, conduct, and adherence to agency policies. Failure in any of these areas must have been documented in writing prior to the date of the employee's telework request to justify denial.
- 7.4.2 In accordance with the provisions of Public Law 111-292 (otherwise known as the Telework Enhancement Act of 2010), an employee is not eligible to telework under any circumstances if they have been officially disciplined (i.e., a warning, reprimand, or suspension):
- 7.4.2.1 For being absent without leave (AWOL) for more than 5 days in any calendar year; or
- 7.4.2.2 For violation of Subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal government computer or while performing official government duties.
- 7.4.3 Telework may not be used for dependent or childcare. However, merely having a child or dependent in the home with the teleworker is not a sufficient reason to deny a telework request. A teleworker must continue to make arrangements for child or dependent care to the same extent as if they were working at the traditional office. If a situation arises where the employee must attend to a dependent at the alternative worksite during scheduled duty hours, the employee shall immediately notify the supervisor and arrange to take leave, credit hours, or make

other arrangements. If an employee uses telework to provide for dependent or childcare, they will be ineligible for telework until such time as arrangements for care are made.

7.5 TRAINING

All employees are required to complete training to participate in the Telework Program.

7.6 REQUEST TO PARTICIPATE IN THE TELEWORK PROGRAM

- 7.6.1 An employee requesting a project-based, fixed schedule or special circumstances telework arrangement must submit a signed telework request.
- 7.6.2 The employee may also submit a request for telework as a reasonable accommodation directly to the Agency Reasonable Accommodation Coordinator.
- 7.6.3 The employee must submit a new telework request when either of the following occurs:
 - 7.6.3.1 the employee is promoted, reassigned, detailed to a different position, or goes on a rotation to a different position; or
 - 7.6.3.2 the employee wishes to make any change to the telework agreement, such as the number of days or hours of telework, the location of the alternative worksite, etc.
- 7.6.4 The Agency will review telework agreements for accuracy as needed.

7.7 RESPONSES TO REQUESTS TO PARTICIPATE IN THE TELEWORK PROGRAM

The employee's request will be reviewed and discussed with the employee. In deciding whether to grant or deny a request, the applicable official will consider the factors set forth in Sections 7.2 and 7.4 of this Article.

Requests to participate in the fixed and special circumstances Telework Program will normally be reviewed and responded to within fifteen (15) workdays of the request. Requests for more than three (3) days of fixed telework per week, including full-time telework requests, will normally be reviewed and responded to within thirty (30) workdays, unless the request is to telework from an international location.

7.7.1 Approvals of Requests for Telework

The telework agreement forms document the terms and conditions of participation in the program. The agreement must be signed by both parties and approved in accordance with the provisions of this Article prior to the start of the telework arrangement.

Employees approved for telework must agree to abide by the terms of the telework agreement and agency drug testing policy, complete an offsite safety checklist and complete an information security checklist.

7.7.2 Denials of Requests for Telework

- 7.7.2.1 If a request to participate in the Telework Program is denied, within ten (10) days of the denial, the employee will be provided an explanation in writing for the denial, specifying the reason(s) for the denial, specifically identifying which of the criteria set forth in Section 7.4 the employee has failed to meet.
- 7.7.2.2 The management official's final decision is grievable in accordance with Article 46, Grievance Procedures.
- 7.7.2.3 Upon request submitted to the Chief, Policy and Labor Employee Relations Branch, the Agency will provide the Union a copy of the management official's final decision as described in 7.7.2.2.

- 7.7.2.4 In the event management determines that a class of positions may not participate in the Telework Program, it will first provide NTEU with written notice and upon request, meet to discuss its rationale. Upon request, the Agency will provide a written explanation to the Union for excluding a class of positions from telework eligibility.

7.8 MODIFICATION OR TEMPORARY SUSPENSION OF THE AGREEMENT

A supervisor may modify or temporarily suspend, for a specified period of time, a telework arrangement. Management retains the right to make decisions to modify or temporarily suspend a Telework arrangement on a case-by-case basis and based on business needs. Where a telework schedule is modified or temporarily suspended, advance written notice will be provided where practicable. Supervisors and employees should work together to find a mutually acceptable alternative telework schedule where possible. Such modifications or temporary suspensions are expected to be short in duration and infrequent.

7.9 TERMINATION OF THE AGREEMENT

- 7.9.1 A supervisor may terminate the employee's telework arrangement if:
- 7.9.1.1 the employee fails to adhere to any of the provisions of the telework agreement;
 - 7.9.1.2 the employee's performance in any critical element falls below a rating of Fully Successful;
 - 7.9.1.3 Appropriate work is no longer available, or a specific project has been completed;
 - 7.9.1.4 Office coverage requirements are not being met;
 - 7.9.1.5 The employee fails to truthfully report his or her time worked;
 - 7.9.1.6 The employee misuses government equipment;7.2.2.
 - 7.9.1.7 The employee refuses to use an agency specified electronic means of communication (e.g. email, Microsoft Teams, etc.) while teleworking; or
 - 7.9.1.8 The employee fails to meet any of the telework eligibility requirements outlined in 7.4 above.
- 7.9.2 Participation may be terminated by the employee at any time. In order to terminate their telework agreement, the employee must inform their supervisor of the discontinuation.
- 7.9.3 If an employee's performance falls below Fully Successful in any critical element, the employee's telework will be terminated after the employee is provided the memorandum required under Article 25.9.4 or Article 25.10.
- 7.9.4 If a Telework arrangement is terminated, the management official's final decision is grievable in accordance with Article 46, Grievance Procedures.
- 7.9.5 Employees may reapply for telework 90 days after the decision to terminate participation.

7.10 FULL-TIME TELEWORK

- 7.10.1 Any employee who meets the criteria listed in Section 7.4 may request a full-time telework schedule. To be approved, the employee must have duties that are 100% portable. Management has the sole discretion to determine whether duties are 100% portable and to approve or deny such request. Management also has the discretion to terminate the full-time telework agreement if the work is no longer 100% portable or for any reason described above. Management will not deny such requests in an arbitrary or capricious manner. In the event the agreement is terminated, the employee is responsible for all costs associated with returning to the original official duty station. The supervisor will provide written notice of termination, and the employee will normally have at least 30 but not less than 15 days to report to the original official duty station. An employee may request in writing additional time to report to the official

duty station. The supervisor will consider any such request on a case-by-case basis.

- 7.10.2 The official duty station for an employee with a telework agreement who is not scheduled to report at least twice per pay period to the NRC facility associated with their position of record is the location of the telework site. The official duty station will be used to determine employee pay, locality pay, and official travel funding responsibilities and will be documented in the employee's Official Personnel Folder. Any relocation costs associated with moving are the sole responsibility of the employee.
- 7.10.3 If the NRC office associated with their position of record and the alternative worksite are within a reasonable commuting distance, then travel between the NRC office and the alternative worksite is considered local travel, and there is no travel reimbursement for travel expenses.
- 7.10.4 A request for full-time telework at a location outside of the United States is subject to U.S. Department of State approval and if the Department of State approves, such approval may take several months to procure. An employee requesting such a telework arrangement will not be able to begin to telework internationally until the State Department approval has been procured.

7.11 SPECIAL CIRCUMSTANCES WORK AT HOME

- 7.11.1 All special circumstances work at home arrangements require a telework agreement and well-documented evidence and may be subject to review by an independent expert on behalf of the NRC. 7.11.2. Medical documentation must include the number of hours and/or days an employee would be capable of working during the workday/pay period and the duration of the situation or circumstance giving rise to the work at home request.
- 7.11.2 All special circumstances work at home plans are non-permanent arrangements for relatively short periods of time. There is no minimum period for which a plan can be approved.
- 7.11.3 Generally, work at home arrangements will be approved for the duration of the special circumstance, which should not be a period exceeding six (6) months. Determinations regarding the duration of all work at home plans will be made on a case-by-case basis. In unusual circumstances where the need continues beyond 6 months, an employee may request an extension. The request for an extension must be accompanied by medical or other relevant documentation to support the extension.
- 7.11.4 All special circumstances work at home requests, including extensions, must be submitted to the first-line supervisor and be approved prior to the start of the arrangement or extension. If an employee with a disability requests special circumstances telework to enable him or her to perform the essential functions of his or her position, this is a request for reasonable accommodation that may also be submitted to the Agency Reasonable Accommodation Coordinator.

7.12 PERFORMANCE OF WORK

- 7.12.1 Performance requirements for teleworking employees are the same as those for non-teleworking employees. When an employee participates in telework, expectations related to accountability do not differ by virtue of the telework arrangement. Nothing in this Article shall affect management's right to assign work or make reasonable requests to ascertain the status of work assignments.
- 7.12.2 A teleworking employee must be available at a specified alternative worksite to supervisors, co-workers, and the public by telephone, voicemail, email, other electronic communication or conferencing systems, as specified by the Agency, and other communications mediums during their regularly scheduled hours of work. An employee will not be subject to enhanced electronic tracking or surveillance solely because they are teleworking. This provision does not apply to the OIG or security-related activities of the Agency.

- 7.12.3 Time spent teleworking must be accounted for and reported in the same manner as if the employee reported for duty at the NRC worksite. Normal procedures regarding the requesting and approval of overtime, credit hours, leave, and other paid time off apply when an employee is teleworking.

7.13 TECHNOLOGY, EQUIPMENT, AND SUPPLIES

- 7.13.1 The employee will be responsible for all home maintenance, operating costs, insurance, or any other costs (e.g., utilities, internet service) associated with the use of an alternative worksite. The Agency will provide the IT equipment determined necessary by the Agency for participating employees to perform their assigned duties. An employee is not prevented from supplementing Agency equipment with the employee's personally owned equipment, in accordance with NRC's applicable guidance, policy, and procedure regarding use of personal devices (such as keyboards, headphones, monitors or mice). Employees wishing to utilize basic agency office supplies, such as paper and pens, that would otherwise be provided in the NRC supply room may retrieve such items from the supply room for use while teleworking. The Agency will not deliver to employees or reimburse employees for the cost of office supplies.
- 7.13.2 The teleworking employee must comply with all applicable information technology and information management law, rules, regulations, and NRC policies, guidance and processes concerning information technology and information management.

7.14 TELEWORK IN CONTINUITY OF OPERATIONS AND OTHER WEATHER OR EMERGENCY CONDITIONS

Agency closures due to weather, road conditions, or other emergency conditions do not normally affect an employee's ability to telework. Therefore, all employees with an approved telework agreement are expected to work their normal tour of duty by teleworking on those days when the government has unscheduled leave/unscheduled telework, delayed arrival, early dismissal, or Federal offices are closed to the public. All such employees will not normally be granted weather and safety leave. If an emergency occurs at the telework site that impacts an employee's ability to perform official duties, the employee will notify their supervisor as soon as practicable. The supervisor may direct the employee to another work site, grant weather and safety leave, or allow the employee to request appropriate leave, e.g., annual leave or LWOP.

Telework is a vital part of the NRC's COOP plan. When the agency is operating under COOP, the COOP Plan will supersede the telework policy.

7.15 REPORTS

The Union will be provided with a copy of any OCHCO reports or data regarding telework participation provided to any other government entity (e.g., OPM, OMB, GSA, or Congress). However, internal NRC reports that are management advice and guidance are not covered by this section.

**Office of Personnel Management
Supplemental Documents**

Office of Personnel Management
January 2024 Submission

January 26, 2024

MEMORANDUM

To: Jeff Zients
Chief of Staff to the President

From: Rob Shriver
Deputy Director, OPM

Re: Work Environment Implementation Update for the Office of Personnel Management

On behalf of the Office of Personnel Management (OPM), I am pleased to submit the following information in response to your email of January 19, 2024. As described more fully below, OPM has fully implemented the changes to employee work arrangements necessary to achieve a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments.

Work arrangements for OPM employees have transitioned through three phases since the start of the pandemic: maximum telework in March 2020 to safeguard employee health and safety, return to the office in Spring of 2022 to demonstrate that employees could safely return to in-person work, and recalibration of work arrangements to advance organizational health and performance in the Fall of 2023. Our new steady state represents OPM's commitment to increasing in-person work while continuing to make appropriate use of workforce flexibilities to recruit, retain, and develop a productive workforce that delivers results for the American people. I am pleased to report that these efforts have led to continued significant improvements in both organizational health and performance.

- Our workforce is more **engaged**. When comparing our 2023 and 2021 Federal Employee Viewpoint Survey results, OPM's overall Employee Engagement score increased by three percentage points. Other employee experience and customer-facing measures also increased, including Q37: My organization is successful at accomplishing its mission (+ three percentage points).
- Our workforce is more **productive**. During this time frame, OPM also saw productivity increases at the office level. For example, last year, Retirement Services processed nearly 100,000 cases and successfully lowered the retirement claims inventory to its lowest level in six years. OPM HR reduced time to hire by 18% (bringing the agency average to under 80 days) and went from being ranked sixth (among 24 CFO Act agencies) on GSA's Mission Support Satisfaction survey results in 2021 to being ranked first in 2023. We develop and issue policies faster and the volume of major policy issuances (such as regulations) has increased substantially. We are proud of the gains we continue to make, while recruiting, retaining, and developing the workforce we need to deliver on our mission efficiently and effectively.

Though pleased with our progress to date, we continue to evaluate how our work arrangements are contributing to organizational health and performance. The answers to your specific questions are provided below.

(1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

OPM's senior leadership is committed to encouraging meaningful in-person work and a consistent on-site presence. Overall, OPM employees assigned to headquarters are consistently on-site as much as they are teleworking. The most recent payroll data indicates that the percentage of hours performed in-person by all OPM employees assigned to headquarters, excluding OIG personnel, is **50.65%**.

We met this metric by implementing our in-person work requirement in two phases. On July 26, 2023, OPM Director Kiran Ahuja announced to the OPM workforce the new agency-wide requirement to work a minimum of two days per week onsite. On September 25, 2023, all senior executives, senior leaders, managers, and supervisors on telework agreements were required to report in person to their duty location a minimum of two days per week. After completing our collective bargaining obligations, effective October 23, 2023, the remainder of the OPM workforce on telework agreements, in all geographic locations, reported in person to their duty location a minimum of two days per week.

In addition to updating telework agreements to reflect the two-day in-person policy, OPM employees are engaging in project-focused in-person work. For example, we anticipate an increase in Retirement Services personnel working onsite from January through April, during the annual surge in retirement applications. Personnel with critical roles will serve on "Tiger Teams" that work onsite up to five days per week. Other organizations also continue to convene their teams onsite for gatherings such as staff all-hands, strategic planning sessions, and agency-wide recognition events.

(2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

Though we continue to evaluate the impact of work arrangements on organizational health and performance, our current plan has been fully implemented across the entire agency (including for bargaining unit employees) and no additional steps are required. OPM's on-site work requirement applies to all employees on a telework agreement, no matter their post of duty. Accordingly, the policy applies not only to our Washington, DC, headquarters building, but also to all field offices and worksites across the nation. All employees on telework agreements are required to report to their duty station a minimum of two days per week, equitably and consistently applying the requirement across geographical and organizational boundaries.

(3) Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking

implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

OPM's senior leaders regularly review data on implementation of in-person requirements and highlight activities such as project-related in-person work, all-hands, retreats, townhalls, and employee recognition activities that optimize in-person time and increase employee engagement. Senior leaders report on a weekly basis on employee engagement activities that involve in-person work, and OPM's Deputy Director highlights this engagement at weekly senior leadership meetings. OPM's Director and Deputy Director are active and regular participants in the President's Management Council and review OPM's data on a monthly basis as part of the preparation for PMC meetings, where government-wide and agency-specific data is often shared and discussed.

OPM's Human Resources Office established a comprehensive quality control process for telework coordinators in each organization to verify compliance with the minimum reporting requirement for telework-eligible employees. This process tracks compliance with reporting requirements and applies quality control measures, including: verifying that all eligible employees have accurate and approved telework agreements; confirming that each eligible employee reports in person to their duty station for at least two days per week; and reviewing alignment and accuracy of telework agreements and additional time sheet reporting codes.

To support this quality control review, we have provided a dedicated resource page, access to telework agreement reports from the personnel system, and a Power BI dashboard for visualizing telework agreement status and timesheet coding. Telework coordinators conduct quality control reviews on a bi-weekly basis and report their findings. This information helps OPM senior leaders monitor implementation and progress.

**Office of Personnel Management
Telework Policy(s)**

HUMAN RESOURCES HANDBOOK

**Chapter
368
Telework**

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APPENDIX A: Telework Request/Agreement

APPENDIX B: Telework Agreement Supervisor

SUBCHAPTER 1. GENERAL PROVISIONS

1-1. General

This chapter provides guidance on the establishment, management and maintenance of telework within the U.S. Office of Personnel Management (OPM or Agency). The telework program allows OPM employees to work at alternative/telework sites as part of their regular tour of duty. This may include their homes, satellite telecommuting centers or other approved sites away from the office. Other common names for telework include work-at-home, flexiplace, and telecommuting.

1-2. Background

a. On October 23, 2000, Public Law 106-346 was enacted. This law provides that each executive agency shall establish a policy under which eligible employees of the agency may participate in telecommuting to the maximum extent possible without diminished employee performance.

b. Pursuant to Public Law 106-346 Section 359, OPM issued a memorandum dated February 9, 2001, instructing Federal agencies to review telework barriers, act to remove them, increase participation, and establish eligibility criteria, and noting that, subject to any applicable agency policies or bargaining obligations, employees who met the criteria and wanted to participate had to be allowed that opportunity if they were satisfactory performers.

c. The Telework Enhancement Act of 2010 (Act), Public Law 111-292 was enacted December 9, 2010. It requires the head of each agency to establish and implement a policy under which employees may be authorized to telework, to determine each employee's eligibility to participate under that policy, and to notify each employee of his or her eligibility status. The law requires that the agency policy ensure that telework does not diminish employee performance or agency operations and sets two other statutory limitations on an employee's ability to telework. The law also specifies roles, responsibilities and expectations for all Federal executive agencies with regard to telework policies, employee eligibility and participation, and program implementation. The provisions of OPM's Telework Policy have been developed to address the requirements of the law to include designating a Telework Managing Officer (TMO) as a senior official of the agency who has direct access to the head of the agency, requiring telework eligibility determinations on all employees in the agency, notifying all employees of their eligibility status; and ensuring telework training is available.

1-3. References

OPM and the General Services Administration (GSA) work together to support telework in Federal agencies. The joint OPM/GSA website www.telework.gov provides information to agencies, managers, and employees about how to effectively implement telework programs and arrangements.

SUBCHAPTER 2. OPM POLICY

2-1. Policy

- a. OPM strongly supports the full range of telework options, to the extent consistent with applicable law. All OPM organizations are covered by the provisions of this policy. OPM's telework program, like all telework programs, is voluntary. It is an option that may be used to provide flexibility to assist in the effective and efficient accomplishment of Agency business; to improve continuity of operations; to reduce, where possible, management costs such as real estate expenditures, and employee turnover; and to increase our employees' ability to manage their work and life obligations.
- b. Telework as used in this chapter allows OPM employees to work at telework sites as part of their regular tour of duty, generally at home.
- c. All OPM employees have a responsibility to report waste, fraud and abuse within the Agency to the Office of the Inspector General (OIG). The same principle applies in the context of telework.
- d. Telework may not be used for home-based, employee owned businesses or independent contracting or consulting arrangements.
- e. An employee's request to work from home or from some other alternative location as a reasonable accommodation is not a request for telework as the term is normally understood. Such requests for reasonable accommodation should be processed through OPM's Reasonable Accommodation Manager.
- f. Subject to space and availability at the Agency worksite, employees utilizing assigned workspace for two or fewer days per week may be required to participate in "alternative officing" (i.e., the use of an office space that is shared by one or more individuals who also telework).

2-2. Benefits

Recognized benefits of telework for the organization may include:

- Continuity of daily operations
- Continuity of Operations to ensure we can continue to perform our Mission Essential Functions to support the Federal workforce during a wide range of emergencies (COOP)
- Improved employee retention and recruitment

- Real estate cost savings
- Improved employee productivity
- Increased organizational flexibility
- Reduced health care costs
- Responsiveness to customers and stakeholders at all times

Recognized benefits of telework for the employee may include:

- Improved job satisfaction
- Fewer sick days
- Improved health with reduced stress
- Increased personal flexibility
- Financial savings
- Enhanced options for employees when dismissal/closure announcements are issued
- Greater safety during severe weather conditions

Telework helps the community by reducing traffic congestion and air pollution.

2-3. Definitions

- Telework.** The term ‘telework’ or ‘teleworking’ refers to a work flexibility arrangement under which employees perform the duties of their position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.
- Telework Eligibility.** Most positions at OPM include some duties that can be successfully accomplished at a telework site. However, there may be duties, job related characteristics, or ineligibility criteria that prevent employees who would otherwise be telework eligible from participating or limits the extent of their participation. This eligibility determination is based on a number of factors, including the limitations set out in the Telework Enhancement Act, the employee’s position, the need for face-to-face interaction with customers and coworkers, office coverage, and the employee’s performance level. Specific eligibility categories are outlined in section 2-4 of this Subchapter.
- Remote Worker.** Work arrangement in which the employee regularly works from an approved remote work site (usually the employee’s residence) and is not expected to regularly report to an OPM brick and mortar site at least twice in a biweekly pay period. Remote workers differ from *mobile workers* in that mobile workers are characterized by routine and regular travel to customers or other worksites instead of a single agency worksite (e.g., site audits, site inspections, investigations, and property management). In general, arrangements for remote work must be worked out on a case by case basis, and

a remote worker is not considered to be a teleworker for the purposes of this policy. If the employee is a remote worker, the employee's official worksite must be the remote location (but see 5 CFR 531.605 (d)(2) for exceptions to the twice-each-biweekly-pay period official worksite determination requirement for situations of a temporary nature). Changing the official worksite may affect an employee in a number of ways, including rates of pay, Reduction in Force (RIF) competitive areas, travel reimbursement, and unemployment compensation. See OPM HR Handbook, Chapter 369, Remote Worker, when considering requests/decisions to approve an employee to work from a remote worksite.

- d. **Official Worksite.** The official worksite for a teleworker remains the place where he or she would normally work, not the telework site, as long as the employee is scheduled on a regular and recurring basis to be at that official worksite for the employee's position of record at least twice each biweekly pay period.
- e. **Telework Site.** A telework site is the alternative to the regular worksite as specified in the telework agreement. It may be the employee's home or another location, such as a satellite office owned or leased by the Agency that is closer to the employee's home than the regular worksite.
- f. **Regular Worksite.** The regular worksite for the employee's position of record; a location where an employee would work absent a telework agreement.
- g. **Reasonable Accommodation.** Any change in the work environment or in the way things are customarily done that would enable a qualified individual with a disability to enjoy equal employment opportunities.
- h. **Telework Managing Officer.** An OPM employee who, as part of his or her official duties, is an advocate for telework and ensures that the Agency optimizes its mission accomplishment capability through effective use of telework. The Telework Managing Officer (TMO) serves as an advisor for Agency leadership, including the Chief Human Capital Officer. As a senior official of the Agency, the TMO has direct access to the head of the agency. The TMO is responsible for policy development and implementation related to the Agency telework program, is a resource for managers and employees, is the primary point of contact to OPM on telework matters and is responsible for collecting telework data for the annual telework report to Congress.
- i. **Weather and Safety Leave.** Weather and safety leave is authorized only to the extent consistent with 5 U.S.C. § 6329(c); OPM Weather and Safety Leave Regulations at 5 CFR § 630.1601-1607, Subpart P; 83 FR 15291; and the OPM Government-wide Dismissal and Closure Procedures (November 2018). Weather and safety leave may be provided when employees are prevented from safely traveling to or safely performing

work at an approved location. This type of leave is generally granted in conjunction with an agency or OPM operating status announcement. Such an operating status announcement may allow for a delayed arrival or early departure and the use of weather and safety leave to cover the short period of absence.

- j. **Administrative leave** means paid leave authorized at the discretion of an agency that is provided without loss or reduction in pay, other leave, or service credit and that is exclusive of leave authorized under any other provision of statute or Presidential directive.

2-4. Telework Eligibility

- a. At least annually, OPM HR will require a telework eligibility determination/telework agreement review to be conducted whereby supervisors meet with each employee to discuss and determine telework eligibility and update telework agreements, if needed. If schedules need to be modified due to eligibility determination review, refer to section 2- 6 (c), “Modifying Telework Agreement.”

Supervisors will meet with new employees as soon as possible after their entry on duty to discuss and determine telework eligibility. Supervisors will notify employees of their eligibility status resulting from eligibility discussions referenced above.

- b. Eligibility categories: Although the Act requires the Agency to ensure that its telework policy “does not diminish employee performance or agency operations,” the Act otherwise encourages a broad interpretation of eligibility except in those cases where an employee “has been officially disciplined for being absent without permission for more than 5 days in any calendar year; or the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.” [Public Law 111-292, 6502(a)(2)(A)(B)(b)]. While the intent of Act is generally to promote and encourage telework, employees should understand that participation is not a right; OPM managers base eligibility decisions upon sound business and performance management principles. The categories outlined below are based upon these principles. Current telework eligibility determinations can be changed at any time in accordance with eligibility/non-eligibility criteria outlined in the eligibility categories below. In accordance with the statute, the Agency may have to modify the policy to comply with the Act, e.g., performance decline.

1. Telework Eligible

- i. **Fully Eligible.** Employees must be performing at the Fully Successful level or above in order to be Fully Eligible teleworkers. Fully Eligible teleworkers also have duties and job-related characteristics that enable them to telework. In many positions, employees perform portable duties

on a regular basis. These jobs tend to lend themselves to routine telework arrangements in which telework can occur as part of an ongoing, regular schedule. The degree of portability of an employee's work factors into determining how often the employee may be permitted to telework on a routine basis each pay period. Depending on duties and job-related characteristics, there are two levels of participation supervisors may authorize to ensure continued effective operations:

- Routine telework. An employee engages in telework according to an ongoing, regular schedule outlined in the telework agreement (e.g., 1 to 4 days per week); and
- Situational telework. Telework is approved on a case by-case basis, where the hours worked were NOT part of a previously approved, ongoing, and regular telework schedule. For example, if an employee needs a block of uninterrupted time to complete the writing and/or editing of a document, or an employee has a business or personal appointment during the day and cannot reasonably commute to and from the office, the employee may request situational telework. The employee would take leave for the period of the personal appointment but otherwise telework the remainder of the day.

- ii. **Unscheduled Telework Eligible.** Unscheduled Telework Eligible is a special category of situational telework in which employees are only approved to telework in response to an announced change in OPM operating status, Associate Director/Office Head determination of operating status for field locations, or Director's memorandum that permits unscheduled telework. The unscheduled telework option may be provided for severe weather conditions, special events, pandemic evacuation situations, or other conditions the Director deems appropriate. Supervisors are encouraged to be creative and work with employees to identify, as appropriate, work assignments that could be accomplished via telework during unscheduled telework/emergency situations, even for employees whose work might not obviously appear to lend itself to a telework arrangement or for employees whose duties/responsibilities place them in the Temporarily or Permanently Ineligible category for reasons unrelated to conduct determined to be in violation of the Act (see below). Where appropriate, supervisors should consider designating new employees as Unscheduled Telework Eligible if they have duties that will eventually place them in the Fully Eligible category once they are trained and acclimated to OPM.

2. Telework Ineligible

- i. **Temporarily Ineligible.** Temporarily Ineligible employees are employees whose performance is below Fully Successful or who have been officially disciplined after December 9, 2010, for disqualifying conduct as set forth in the Act (i.e., being absent without permission for more than 5 days in any calendar year, or for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch regarding relating to pornographic activity).

Employees who are Temporarily Ineligible for the performance and conduct reasons mentioned above are not eligible for unscheduled telework and are subject to OPM's guidance on dismissal and closure procedures for non-telework employees. Telework participation ineligibility based on conduct after December 9, 2010 identified in the Act that results in official discipline (i.e., being absent without permission for more than five days in any calendar year or for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch relating to pornography) remains in effect as long as the official discipline document remains in the employee's Official Personnel Folder (OPF), unless the document has expired (e.g., a reprimand is usually removed from the OPF after one or two years).

Employees may also be Temporarily Ineligible if they are currently performing tasks that would require the employee to be in the office (e.g., special project that temporarily requires on site presence, acclimating to professional work environment, or required on the job training). Employees who are Temporarily Ineligible under these circumstances may be identified as Unscheduled Telework Eligible, as appropriate.

Additionally, employees in this circumstance will be notified as soon as practicable (generally within 5 days unless extenuating circumstances prevent notification) when a change to eligibility determination will be required. In these circumstances, employees will be provided a timeframe when the telework eligibility determination will be re-evaluated.

Telework Eligibility Determinations Affected by Performance Below Fully Successful. When telework eligibility is affected by performance below Fully Successful, employees will be provided specific performance related information regarding the reason behind the below Fully Successful performance. Suggestions to assist the employee to raise the performance will be provided to the employee as soon as he or she is notified of the eligibility determination or at the same time that the telework agreement is

temporarily terminated. When suggestions are provided to assist the employee to raise performance for this reason a timeframe to re-visit the performance level/telework eligibility will be determined within 30 to 90 days. This provision, however, will not preclude the agency from taking an adverse action under chapter 75 in reliance upon the same performance concerns that prompted the revocation of telework eligibility. Additionally, in the absence of such suggestions, the agency retains the authority to take any actions necessary for the efficiency of the service.

- ii. **Permanently Ineligible.** Permanently Ineligible employees have work responsibilities/duties that require them to be in the office due to the essential functions of their position. Employees who are Permanently Ineligible are not eligible for unscheduled telework and are subject to the OPM's guidance on dismissal and closure procedures for non-telework employees. As noted above, telework participation ineligibility based on conduct after December 9, 2010 identified in the Act (i.e., AWOL for more than five days and violation of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch) remains in effect as long as the official discipline document stays in the employee's OPF (e.g., a suspension or termination never comes out of an employee's OPF, which would result in a permanent prohibition on telework participation)
- iii. **Mobile.** Mobile workers are not considered teleworkers. The work is characterized by routine and regular travel to customers or other worksites instead of a single agency worksite (e.g., site audits, site inspections, investigations, and property management). Mobile workers should consult with their supervisors regarding expectations in emergency situations.

- d. The TMO is a resource to supervisors and employees on telework eligibility determination situations.

While supervisors and employees are encouraged to involve the TMO as an intervention resource, doing so does not stop or change the timeframes established by the EEO process, the negotiated grievance process, the negotiated ADR process in lieu of the negotiated grievance procedure (if such a negotiated process is in effect), and/or the administrative grievance process unless otherwise agreed to by the parties and not precluded by law, rule or regulation.

OPM employees have the right to grieve their telework eligibility determination. Bargaining unit employees may contact their respective union officials regarding disputes which arise from the eligibility determination. Non-bargaining unit employees may follow the administrative grievance procedures located in the OPM Human Resources Handbook in Chapter 771.

2-5. Guidance for Approving Requests to Telework

- a. Under OPM’s telework program, supervisors will approve, modify, disapprove or discontinue telework arrangements (including frequency/schedule) on a case-by-case basis. Under OPM’s telework program, supervisors will approve, modify, disapprove or discontinue telework arrangements (including frequency/schedule) on a case-by-case basis. Supervisors will approve or deny employee requests to telework within 10 work days of receipt. If denied, the supervisor will include a written explanation of the reasons for denial through the Telework Request/Agreement Part B form.

The Telework Request/Agreement Form and instructions are at Appendix A of this Chapter. This form must be used to document telework eligibility, request telework arrangements, document employee decision not to telework, and to approve, modify or disapprove telework requests.

- b. Employees who are performing at less than the Fully Successful level are not eligible to telework. Employees who have been officially disciplined after December 9, 2010 for conduct in violation of the Act (i.e., being absent without permission for more than 5 days in any calendar year or for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties) are not eligible to telework as long as the disciplinary document pertaining to this misconduct remains in the employee’s OPF. Generally, full eligibility for telework will not be appropriate for new employees (e.g., employees who need to be in the office to learn the organization, employees who require on-the-job training, etc.).
- c. Supervisors should consider the effect of teleworking on all employees in the work unit, especially if it means there are fewer employees in the physical office to handle in-person customer requests or if technological barriers exist so that fewer employees are capable of responding to virtual requests for information via telephone, email or other means of communication. Supervisors and teleworkers must be able to establish effective lines of communication just as they must effectively communicate when in the office.
- d. Work performed by teleworkers and non-teleworkers is measurable in terms of results and outcomes. The employees’ current performance standards will be used to measure performance of teleworkers and non-teleworkers. Decline in performance may be a factor for maintaining telework eligibility.
- e. All Government records, which may include files, references and databases, should be transferable to the telework site or available through some form of technology. The telework agreement must identify specific items (phone, computer, fax, data, etc.)

needed to complete assignments at the telework site. In addition, the agreement must include types of work assignments to be accomplished and means of communication with the employee when teleworking (phone, fax, email, etc.). [*NOTE: Classified data may not be taken to telework sites. Privacy Act, Personally Identifiable Information (PII), and sensitive non-classified data may be taken to telework sites with supervisory approval if required precautions are taken to protect the data.*]

- f. An employee who would like to use a telecenter must complete a telework request/agreement and work with OPM HR and the employee's supervisor to approve and establish the agreement between the individual office and the telecenter. OPM HR maintains a copy of approved telecenters, including their locations and their contacts.
- g. In cases where an employee is requesting to work from home or from some other alternative location due to injury or is a qualified individual with a disability, the employee should follow OPM's reasonable accommodation procedures. OPM's reasonable accommodation policy (<http://theo.opm.gov/handbooks/ch714.asp>) fully complies with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 791, *et seq.*, and Executive Order 13164.
- h. The TMO, OPM HR, and local unions are available to assist employees and managers with telework eligibility determinations and approval concerns.
- i. Telework, whether from home, a telecenter, or other remote worksite is not a substitute for dependent care services. Those employees who work from a telecommuting center may not take dependents to the center. See Subchapter 3, section c for unscheduled telework provisions.
- j. Teleworkers who work from home must have a specific room or area of a room designated to perform their official duties. OPM will not use appropriated funds to pay for the increased costs of utility services due to an employee teleworking from home.
- k. If deemed necessary, teleworkers may be provided with a method for making long distance calls when the employee would otherwise incur work-related costs.

2-6 Guidance for Denying, Terminating, Modifying, or Withdrawing Telework Agreement

- a. Denying Telework Requests.

Supervisors are responsible for denying telework requests that are not compatible with telework eligibility requirements, work requirements, and/or office coverage needs within 15 days of receipt of the request. Specific reasons for the denial will be provided to

employees in writing.

Supervisors are encouraged to interact with employees and be flexible and creative in resolving coverage conflicts (e.g., draw straws, rotate days, seniority, etc.). The TMO will monitor denials and will consult with supervisors, the Chief Human Capital Officer, and/or Agency leadership when inconsistent application of telework requirements is identified.

b. Terminating Telework Agreement.

If something occurs to change the employee's current telework eligibility category, either at the annual review or earlier as needed (e.g., performance falls below Fully Successful, disqualifying conduct, work exigency, conduct/disciplinary situation), the supervisor will meet with the employee to have an updated eligibility discussion. Specific reasons for the eligibility change will be provided to the employee (see section 2-4 (c) (2) (i) if eligibility change is due to performance below the Fully Successful level). If the eligibility category is no longer compatible with the telework request/agreement, the supervisor will terminate the agreement. Alternatively, the supervisor may reconsider a revised request/agreement submitted by the employee. Employees will be provided 1 pay period to transition to the termination of telework or the approved revised schedule unless legal requirements or other pressing circumstances require more immediate transition back to OPM offices.

If the termination is temporary, the expected duration will be identified in the updated eligibility discussion and at the employee's request provided in writing. If the temporary termination is for 2 pay periods or less – the provisions in section 2-6 (c) (2) of this Subchapter will be used.

c. Modifying Telework Agreement.

- 1) If a permanent or long-term change to a telework schedule (i.e., more than 2 pay periods) is needed to address work requirements and/or office coverage needs, the supervisor will notify the employee of the change and the specific reasons. The employee will be provided an opportunity to submit a revised telework request/agreement, if appropriate. Supervisors are responsible for approving revised telework agreements that meet telework eligibility categories and address the specific work requirements. Employees will be provided 2 pay periods to transition to the approved revised schedule.
- 2) If a temporary change to a telework schedule (i.e., 2 pay periods or less) is needed in unexpected and/or urgent situations, supervisors can immediately require temporary modifications. The supervisor will judiciously use this provision, work with employees to strike the right balance, and may when possible, provide alternative days/times to replace changes to regular telework schedules. Employees are expected to be flexible and accommodate needed temporary modifications. Supervisors should also be flexible when possible in

situations where employees need modifications for unexpected or urgent personal matters.

- d. **Withdrawing.** Employees may withdraw their requested telework schedule/agreement at any time.
- e. The TMO is a resource to supervisors and employees on denial and termination of telework agreement situations. While supervisors and employees are encouraged to involve the TMO as an intervention resource, doing so does not stop or change the timeframes established by the EEO process, the negotiated grievance process, and/or the administrative grievance process unless otherwise agreed to by the parties and not precluded by law, rule or regulation.

OPM employees have the right to grieve the denial or termination of their telework agreement. Bargaining unit employees may contact their respective union officials regarding disputes which arise from the denial or termination of the telework agreement. Non-bargaining unit employees may follow the administrative grievance procedures located in the OPM Human Resources Handbook in Chapter 771.

2-7. Roles and Responsibilities

- a. **Supervisors.** The Supervisor is required to complete supervisory telework training. This requirement may be satisfied by using the on-line training option “Telework Fundamentals for Managers” on the OPM Learning Connection at the following link:

<https://learningconnection.opm.gov/course/view.php?id=32464>

Supervisors are responsible for approving, modifying, or disapproving telework requests/agreements in accordance with the eligibility categories and provisions in this Chapter. Supervisors are also responsible for ensuring the employees who telework complete employee telework training prior to starting their telework arrangement. This requirement may be satisfied using the on-line training option “Telework Fundamentals for Employees” on the OPM Learning Connection at the following link:

<https://learningconnection.opm.gov/course/view.php?id=32465>

This requirement may be waived for employees who are currently under a successful telework arrangement. Supervisors are responsible for communicating with telework employees, assigning work, and providing the same treatment and opportunities to telework employees as non-telework employees (e.g., work assignments, awards and recognition, developmental opportunities, promotions). Supervisors are responsible for certifying employees’ telework time in the time and attendance system and for reviewing telework agreements annually and as needed to address applicable changes.

b. **Employees.** Employees are responsible for completing the telework request/agreement after the supervisor makes the eligibility determination. Employees who are approved to telework are responsible for managing their workload, performing work during all duty hours (except for allowed breaks), and ensuring that the telework arrangement does not have a negative impact on the work of other team members. An employee should consider how less supervision may impact his or her performance level. The teleworker is responsible for communicating with his or her supervisor, coworkers, and customers and reporting in the office as stated in the agreement and/or as required by the supervisor for unexpected work exigencies. To the extent possible, employees will be given 3 workdays advance notice of a need to report to the office for a meeting, training or other work purposes unless such advanced notice is not feasible. Employees are responsible for accurately recording telework on work reports.

c. **Supervisors and Employees.** The supervisor and employee are responsible for striking the right balance when work exigencies require a temporary modification (no more than 2 pay periods) to regular telework schedules. Supervisors may judiciously require temporary modifications in unexpected and urgent situations and may provide alternative days/times to replace changes whenever possible. Supervisors should also be flexible when possible in situations where employees need modifications for unexpected or urgent personal matters. Employees are expected to be flexible and accommodate needed temporary modifications.

Supervisors and telework-ready employees are encouraged to have discussions prior to and in preparation for weather events, to assist employees with taking reasonable steps to prepare for closures or changes to operating status. Reasonable steps would include monitoring the weather prior to departing the office to determine whether it would be appropriate to bring home agency files and equipment should there be a closure or unscheduled telework announcement.

d. **Telework Managing Officer.** The TMO serves as an advisor for Agency leadership, including the Chief Human Capital Officer. He or she should be a senior official of the Agency who has direct access to the head of the Agency. The TMO is responsible for collecting telework data for the annual telework report to Congress. The TMO is an advocate for telework and ensures that the Agency optimizes its mission accomplishment capability through effective use of telework through policy development and implementation of effective telework programs. Further, the TMO is responsible for providing information and/or clarification to employees and supervisors regarding the telework policy and/or telework agreements and is a resource to supervisors and employees in denial and termination of telework agreement situations.

e. **Individual supervisor determinations over subjects such as telework eligibility and termination of telework agreements are not subject to bargaining.** If the Agency makes changes to telework policies or practices, it agrees to provide notice and bargain consistent with applicable law and the CBA.

2-8 Reporting Requirements

a. Telework Managing Officer. The TMO will collect telework data in accordance with OPM data collection elements and metrics.

b. Employees and Supervisors. Employees and supervisors are required to monitor telework through tools established by the Agency and communicated throughout OPM (e.g., annual telework determination/agreement review initiated by OPM HR, new employee telework determination, telework activity documented on work reports and time and attendance certification) to support implementation of this policy.

SUBCHAPTER 3. Time, Attendance, Pay

- a. Employees who telework are governed by the same policies regarding work schedules, leave and premium pay that apply to non-teleworkers. Employee, supervisors, and timekeepers are responsible for ensuring accurate, complete, and timely reporting of the hours worked in each pay period. This includes the accurate recording of time worked in a telework status, as well as accurately recording leave status to cover periods during our schedule work week when we are not working.
- b. If a situation arises at the employee's telework site that results in the employee being unable to continue working, the supervisor may excuse the employee from duty, reschedule work, authorize leave or require the employee to commute to the office to continue working. If the employee knows in advance of a situation that would preclude working at the telework site, then alternative work schedules, leave or time in the employee's current traditional Federal office must be requested/scheduled.
- c. Teleworkers are an invaluable resource during a time of emergency. The following are requirements for telework eligible employees in accordance with OPM's Washington, DC, Dismissal and Closure Announcements. For employees at OPM facilities outside of DC, local managers may make parallel announcements in coordination with senior leaders. Remote workers are expected to work as scheduled. Mobil workers should follow supervisory instructions.

1. **Unscheduled Telework Announcement**

- i. Employees who are Unscheduled Telework Eligible or Fully Eligible with approved telework agreements in place are eligible to telework when the Director issues an announcement that authorizes unscheduled telework.
- ii. The employee should not request unscheduled telework if it is known at the time of the request that the emergency adversely affects the ability to accomplish duties at the telework site (e.g., power outage, child care cancellation, etc.); instead the employee must either report to the office or request to use his or her alternative work schedule day off, appropriate paid leave, credit hours, compensatory time off, or leave without pay, in accordance with current policy and procedures.
- iii. If the emergency affects the ability to accomplish duties at the telework site unexpectedly (power goes out later in the day, child care/school has an early dismissal, etc.), a supervisor may excuse a telework employee from duty on a case-by-case basis.

If after the employee opts to telework pursuant to an unscheduled telework announcement and an emergency affects the ability to accomplish duties at the telework site unexpectedly, the types of circumstances that may warrant granting weather and safety leave during an unscheduled telework day include for example power outages that happen later in the day. Supervisors in these unusual circumstances may grant weather and safety leave for the remainder of the day.

2. **Delayed Arrival**

When a delayed arrival is announced, employees who are scheduled to telework or who are requesting an unscheduled telework day will be required to work their regularly scheduled tour of duty unless the employee's supervisor approves weather and safety leave based on the supervisor's determination that a work or personal/site hardship justifies it (see above).

- i. Teleworkers should contact their supervisors as soon as possible to notify them they plan to take unscheduled telework if the option has been announced.
- ii. Teleworkers must also notify their supervisors of any situation preventing them from working during the day.
- iii. Under circumstances when an employee may have a delayed arrival that does not fall under the criteria for weather and safety leave, a supervisor may authorize administrative leave, subject to the 10-workday calendar year limitation contained in 5 U.S.C. § 6329(c); however, such use is subject to the supervisor's sole and exclusive discretion. It is anticipated that granting of such leave would be rare.

3. **Early Departure**

- i. If an early departure is announced, employees who are teleworking will continue to work the remainder of their scheduled workday or take leave.
- ii. Employees who are at their official worksite when the announcement is issued and stay until the time of early departure will receive weather and safety leave in accordance with the announcement.
- iii. Telework program participants working in the office when an early departure is announced generally may receive weather and safety leave only for the amount of time required to commute home (excluding the period of time for an unpaid lunch break, if applicable). This means that telework program participants must complete the remaining time (if any) in their workday by either teleworking or taking leave (paid or unpaid) or other paid time off once they arrive home unless one of the exceptions pursuant to law, regulation, and this policy applies.
- iv. An employee who departs earlier than his or her scheduled early departure time is not eligible for weather and safety leave and will be required to make up the hours remaining in the regularly schedule workday with leave, previously earned compensatory time off, or credit hours, as applicable.

4. **Federal Offices are Closed**

- i. Unscheduled Telework Eligible or Fully Eligible employees with approved telework agreements in place are required to telework when the Director issues an announcement that Federal offices are closed (e.g., major snow storm, hurricane, interruptions in transportation), even if that day is not a regular telework day or a day with specific situational approval.

An agency may approve weather and safety leave only if the employee is prevented from safely traveling to or performing work at an approved location due to— (1) an act of God; (2) a terrorist attack; or (3) another condition that prevents the employee or group of employees from safely traveling to or performing work at an approved location. If, in the supervisor's judgment, the above conditions could not have been reasonably anticipated and the employee took reasonable steps within his or her control, the supervisor may provide weather and safety leave to the extent an employee was not able to prepare for telework and is otherwise unable to perform productive work at the telework site. For example, if a significant snowstorm is predicted, the employee may need to prepare by taking home any equipment (e.g., laptop computer) and work needed for teleworking. To the extent that an employee is unable to perform work at a telework site due to his or her failure to make necessary preparations for reasonably anticipated conditions, a supervisor may not provide weather and safety leave, and the employee would need to use other appropriate paid leave, paid time off, or leave without pay.

On a case-by-case basis, a supervisor may excuse a telework employee from duty during this type of announcement if the emergency adversely affects the employee's ability to accomplish duties at the telework site (e.g., power outage), or if the teleworker's duties are such that he or she cannot continue to work without contact with the regular worksite and/or did not have adequate notice to ensure equipment, files, supplies, etc. were available at the telework site to be productive for the duration of the closure. In these rare situations, employees are expected to accomplish as much as they are able under the limiting circumstances. If a teleworker is unable to telework during a closure because his/her usual child, elder or health care arrangements are unavailable during the closure and the level of care needed prevents work accomplishment, supervisors should approve excused absence for the time they are unavailable to work during the closure.

Teleworkers should contact their supervisors as soon as possible to notify them of the situation preventing them from continuing to work. To the extent that activities such as clearing snow are truly necessary to ensure that the employee can safely travel to or safely perform work at an approved location, the supervisor may provide weather/safety leave at his or her discretion for the period needed. Teleworkers would need to use their annual leave or other time off for activities such as clearing snow on sidewalks or basement water removal that are not necessary to ensure that the teleworkers can safely travel to or perform work at an approved location.

- ii. Teleworkers may also request to use appropriate paid leave, credit hours, compensatory time earned, or leave without pay during emergency closures in accordance with current policy and procedures.

- iii. Employees may not receive weather and safety leave for hours during which they are on other preapproved leave (paid or unpaid) or paid time off. Agencies should not provide weather and safety leave to an employee who, in the agency's judgment, is canceling preapproved leave or paid time off, or changing a regular day off in a flexible or compressed work schedule, for the primary purpose of obtaining weather and safety leave. In the event of a closure, telework-eligible employees with pre-approved leave have the additional option of requesting cancellation of this leave in order to permit them to telework instead.
 - iv. Employees are not permitted to switch their scheduled day off, pursuant to a flexible work schedule ("FWS"), to another workday when, in the agency's judgment, the change is being requested primarily for the purpose of allowing the employee to receive weather and safety leave on the previously scheduled FWS day off. If an employee is not scheduled to work, weather and safety leave is not applicable because the day is a non-work day.
- d. The official worksite for teleworkers remains the place where they would normally work, not their telework site, as long as they are regularly scheduled to be at that regular worksite at least twice each biweekly pay period. If the employee does not work at the regular worksite twice each biweekly pay period, s/he is a remote worker. See 5 CFR 531.605 (d) (2) for exception to the twice-each-biweekly-pay-period requirement in situations of a temporary nature. Requests to work from a remote site are not telework requests within the meaning of this policy and should be handled on a case-by-case basis in consultation with OPM HR and OPM HR Handbook, Chapter 369, Remote Worker.
 - e. Supervisors are responsible for ensuring that teleworkers perform overtime work only on work for which the supervisor intends to compensate by overtime payments or compensatory time off (as appropriate). Employees not covered (exempt) from the Fair Labor Standards Act (FLSA) will be compensated for overtime work only when ordered or approved in advance in writing by the supervisor. If a teleworker works unauthorized overtime under 5 U.S.C. 5542 on a recurring basis, the supervisor should address the matter with the employee. To the extent a supervisor wishes to terminate the agreement or otherwise modify an employees' telework agreement, the supervisor will do so in accordance with this policy.

Similarly, employees designated as FLSA non-exempt (covered) may not perform overtime work while teleworking unless that employee has the express, advance approval of the supervisor. If a teleworker works unauthorized overtime under 5 U.S.C. 5542 on a recurring basis, the supervisor should address the matter with the employee. To the extent a supervisor wishes to terminate the agreement or otherwise modify an employees' telework agreement, the supervisor will do so in accordance with this policy

- f. Teleworkers are responsible for recording the time teleworked on their biweekly work report. Supervisors are responsible for certifying the telework time in the time and attendance system. Telework Codes for the current work report/time and attendance system are:
 - **Code 90 – Emergency** is used for telework during closures. It is also used for telework when unscheduled telework is announced and it is not the employee's regular telework

- day.
- **Code 91 – Situational** is for any telework that is not part of a pre-approved schedule for an employee.
 - **Code 92 – Routine** is regularly scheduled telework.

Subchapter 4. Responsibility for Telework Equipment

- a. To support innovative, effective and secure telework practices, the Office of the CIO has sole discretion to approve and implement uses of telework equipment, telework communications methods, and telework IT procedures whenever needed.
- b. The Government is responsible for maintenance of all Government-furnished equipment (GFE). Employees will be required to bring GFE into the office for maintenance.
 - a. The Government will not be responsible or liable for damages to an employee's personal or real property while the employee is preparing to telework and teleworking, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.
 - b. All files, records, paper and electronic materials created or worked on while teleworking are the property of the Government and must be returned/surrendered upon request. Employees 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.
 - c. Use of any equipment for teleworking is subject to OPM's IT policies as maintained on THEO (<http://theo.opm.gov/policies/ispp/> and <http://theo.opm.gov/References/IT/policies.asp>).
 - d. No individual (including family, friends, house guests, tenants, etc.) other than the teleworking employee is authorized to use GFE.
 - e. If specialized IT equipment (e.g., in addition to lap top) is needed for a teleworking, the employee's supervisor shall request the Office of the CIO to provide that equipment. The OPM program office to which the employee is assigned may be required to fund the equipment. In general, printers should not be issued for teleworking employees *. Supervisors should consider whether or not a teleworking employee will require a printer due to type of work and requirement for printed materials.
 - f. The teleworking employee is responsible for establishing a space at the alternative worksite for performing his or her duties while teleworking (see Section 2-5.k). The alternative worksite must have working Internet access and a phone; OPM is generally not responsible for establishing Internet access or providing a phone/phone service at a teleworking employee's alternative worksite. Exceptions may be approved in extenuating circumstances. Current OPM IT policy recommends a broadband (i.e., >200kbps)

connection to the Internet.

I am requesting to telework and will work with my supervisor to complete Part B of the Telework Request/Agreement.

Supervisor Signature

Date

Employee Signature

Date

SUBMIT (populates Telework database)

Telework Request/Agreement
Part B – Employee Request and Supervisory Approval

Date/Reason for Request: / / <input type="checkbox"/> New <input type="checkbox"/> Revision <input type="checkbox"/> Annual Review	Proposed Start Date:												
Employees Business Telephone:	Employee Telework Worksite Telephone and FAX number (if applicable):												
Type of Telework: (check all that apply) <input type="checkbox"/> Routine <input type="checkbox"/> Situational <input type="checkbox"/> Unscheduled Telework	<p style="text-align: center;">Telework Days(s) (complete if Type of Telework is Routine or Reasonable Accommodation):</p> <p>All work schedule flexibilities currently permitted may be continued in a telework arrangement. Please identify the day</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><u>Week 1:</u></td> <td style="width: 50%; border: none;"><u>Week 2:</u></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Monday</td> <td style="border: none;"><input type="checkbox"/> Monday</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Tuesday</td> <td style="border: none;"><input type="checkbox"/> Tuesday</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Wednesday</td> <td style="border: none;"><input type="checkbox"/> Wednesday</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Thursday</td> <td style="border: none;"><input type="checkbox"/> Thursday</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Friday</td> <td style="border: none;"><input type="checkbox"/> Friday</td> </tr> </table>	<u>Week 1:</u>	<u>Week 2:</u>	<input type="checkbox"/> Monday	<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> Friday
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<input type="checkbox"/> Friday	<input type="checkbox"/> Friday												
Location of Official Worksite: In accordance with 5 CFR 531.605 the official worksite for a teleworker remains the place where he or she would normally work, not the telework location Note: official worksite is used to determine pay, RIF competitive area, travel reimbursement, and/or unemployment compensation.)													
Location of Telework site City:													
Assignments and Communication: This includes work assignments, agreements on checking voice mail and email or contacting the supervisor. Employees are expected to come into the office as needed for temporary changes (less than two pay periods.) The supervisor will judiciously utilize this provision and work with employees to strike the right balance to include, when possible, providing alternative days/times to replace changes to regular telework schedules. Supervisors should also be flexible when possible in situations where employees need modifications for unexpected or													
Weekly mileage saving: _____ miles per week (Enter the number of miles not driven weekly due to approved schedule. For example, number of miles usually driven to work, to meet car pool, or to public transportation venue.)													
<i>(Employee should save the request/agreement form under a new file name (e.g., Jane Doe Telework Agreement) and email request/agreement to his or her supervisor)</i>													
Supervisor Approval: <input type="checkbox"/> Approve (which may include working with employee to modify request as applicable to mission accomplishment) <input type="checkbox"/> Disapprove (If disapprove, indicate reason(s))	Reason <u>for</u> disapproval: [xxxx characters]												

By signing this agreement, employees with Unscheduled Telework Eligible or Fully Eligible agreements in place agree that they are required to telework during their regular tour of duty on the day when the Director issues an announcement that Federal offices are closed (e.g., major snow storm, hurricane, interruptions in transportation), even if that day is not a regular telework day or a day with specific situational approval.

Supervisor's Signature

Date (mm/dd/yyyy)

Employee's Signature

Date (mm/dd/yyyy)

Appendix B
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. Telework Agreement is not final until the check list 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 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 employee has been given and signed the Safety Checklist , which identifies safety and adequacy issues that employees should consider when working from home (Attached).	
6. Equipment issued to the employee has been documented with an OPM Form 4753, "Receipt and Pass for Property."	
7. Telework training completed or waived in accordance with OPM HR Handbook Chapter 368, Telework, Section 2-7(a).	

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

ITEM:	YES:	NO:
Computer:		
Docking Station		
Printer:		
Monitor:		
Keyboard:		
Mouse:		
OTHER:		
OTHER:		

Telework Guidelines

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

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 telework.

Salary and Benefits. Working at a telework site is not a basis for changing the employee's benefits. However, an employee must be scheduled to report to the regular worksite at least twice in biweekly pay period. Alternatively, management may consider approving a change of official worksite to a remote worksite. Full-time remote workers are not teleworkers and are subject to different rules. See OPM HR Handbook Chapter 369 for guidance on remote workers (change of 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 for a teleworker remains the place where he or she would normally work, not the telework location. The employee must be regularly scheduled to be at the regular worksite at least twice each biweekly pay period.

Official Duties. The employee will perform official duties only at the regular worksite or agency-approved telework site. 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 regular worksite and the telework site.

Overtime. Supervisors are responsible for ensuring that teleworkers perform overtime work only on work for which the supervisor intends to compensate by overtime payments or compensatory time off (as appropriate). Employees not covered (exempt) from the Fair Labor Standards Act (FLSA) will be compensated for overtime work only when ordered or approved in advance in writing by the supervisor. Similarly, employees designated as FLSA non-exempt (covered) may not perform overtime work while teleworking unless that employee has the express, advance approval of the supervisor.

If a teleworker works unauthorized overtime under 5 U.S.C. 5542 on a recurring basis, the supervisor should address the matter with the employee. To the extent a supervisor wishes to terminate the agreement or otherwise modify and employee's telework agreement, the supervisor will do so in accordance with this policy.

Equipment. The employee will protect any Government furnished equipment (GFE) and use of such equipment is governed by the OPM Policy on Personal Use of Government Office Equipment. The Agency will maintain and service GFE. The employee may be required to bring the equipment into the regular 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 alternate worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Telework Site. The employee will provide a work area adequate for performance of official duties. The employee agrees to review work space 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 his or her 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 telecenter.

Injury Compensation. The employee may file a claim under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official work site 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. Neither higher nor lower productivity will be expected of the employee as a result of the telework arrangements.

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 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. Specific PII guidance can be found on OPM's Intranet site THEO on <http://theo.opm.gov/references/privacy/pii/index.asp>

Standards of Conduct. The employee agrees he or she is 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 OPM employees using wireless connections to access the OPM network remotely must adhere to the “OPM Wireless Access Policy” posted on the internal THEO website. External wireless access points are not managed, maintained or monitored by OPM and are not considered trustworthy. All communications, transactions or connections to an OPM resource over the internet or through a wireless access point must be conducted via an encrypted method such as Citrix, Cisco AnyConnect or VPN access

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 received.

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

Supervisor’s Signature

Date (mm/dd/yyyy)

Employee’s Signature

Date (mm/dd/yyyy)

Safety Checklist for the Home Work Space

Participating employees may use the following checklist to assist them in a survey of the overall safety and adequacy of their telework site. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

- Practice a fire evacuation plan for use in the event of an emergency.
- Check your smoke detectors regularly and replace batteries once a year.
- Always have a working fire extinguisher conveniently located in your home, and check the charge regularly.
- Computers are heavy. Always place them on sturdy, level, well maintained furniture.
- Use a sturdy chair that provides good support and can be adjusted.
- Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
- Locate your computer to eliminate noticeable glare from windows and lighting. Place computer monitor at height that is comfortable and does not require neck or back strain. Locate computer keyboards at heights that do not require wrist strain or place the keyboard on an adjustable surface.
- Install sufficient lighting in locations that reduce glare at the work surface.
- Arrange file cabinets so that open drawers do not block aisles.
- Be sure to leave aisle space where possible to reduce tripping hazards.
- Always make sure electrical equipment is connected to grounded outlets.
- Avoid fire hazards by never overloading electrical circuits.
- Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause tripping hazards in your work space.
- Locate computers, phones and other electrical equipment in a manner that keeps power cords out of walkways.
- Always power down computers after the workday is over and always turn off all electrical equipment during thunderstorms.
- Keep your work area clean and avoid clutter, which can cause fire and tripping hazards.
- Do not allow non-government employees to operate or repair government owned equipment.

- Always keep government files and information in a secure place and do not advertise your home office to strangers.
- Always use proper lifting techniques when moving or lifting heavy equipment and furniture.
- Always report accidents and injuries immediately to your supervisor.

Employee's Signature

Date (mm/dd/yyyy)



UNITED STATES OFFICE OF PERSONNEL MANAGEMENT

Washington, DC 20415

OPM
Human Resources

MEMORANDUM FOR KIRAN A. AHUJA
 Director

FROM: TYSHAWN THOMAS
 Director of Human Resources

SUBJECT: Request for Approval of Proposed Revisions to the OPM Human
 Resources Handbook, Chapter 368 Telework Policy

Executive Summary

The Office of Human Resources (HR) for the U.S. Office of Personnel Management (OPM) recommends the Director of OPM approve the issuance of a revised Chapter 368 Telework policy and workforce communications that provide additional implementation guidance. The purpose of the revised OPM Telework Policy is to incorporate legislative requirements related to weather and safety leave per the Administrative Leave Act (specifically section 6329(c)); OPM Weather and Safety Regulations at 5 CFR Part 630, Subpart P; 83 FR 15291; and the OPM Governmentwide Dismissal and Closure Procedures (November 2018). OPM's Telework Policy was approved in March 2018.

Background

OPM Human Resources Handbook, Chapter 368 Telework policy provides guidance on the establishment, management and maintenance of telework within the U.S. Office of Personnel Management (OPM or Agency). The telework program allows OPM employees to work at alternative/telework sites as part of their regular tour of duty. This may include their homes, satellite telecommuting centers or other approved sites away from the office.

The revisions to the Telework Policy incorporate the required weather and safety leave provisions. A summary of the changes is found in the attached "Summary of Weather and Safety Related Leave Revisions to Chapter 368 Telework Policy."

Conclusion

Pursuant to the Telework Enhancement Act of 2010 (Act), Public Law 111-292, the head of each agency must establish and implement a policy under which employees may be authorized to telework, to determine each employee's eligibility to participate under that policy, and to notify each employee of his or her eligibility status. By updating the current OPM Telework Policy, OPM is compliant with legislative requirements related to weather and safety leave per the Administrative Leave Act. Additionally, the implementation of the updated policy will enable OPM to strategically leverage these workplace flexibilities and ensure OPM maintains a world-class workforce to serve the American people.

Decision

Authorize the adoption and issuance of the attached revised Chapter 368 Telework policy and workforce communications for OPM employees.

 X Agree Disagree Let's Discus

Kiran A. Ahuja
Kiran A. Ahuja
Director

8/5/2021
Date

Attachments:
Chapter 368 Telework Policy – March 2018
Summary of Weather and Safety Related Leave Revisions to Chapter 368 Telework Policy

Domestic Employee Teleworking Overseas (DETO)

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Subchapter 1. General Provisions

Purpose

The purpose of this policy is to provide information on the Domestic Employee Teleworking Overseas (DETO) arrangement to OPM employees. A DETO arrangement is a workplace flexibility that OPM may approve to allow employees to temporarily perform their duties from an overseas location. Although the DETO is not assigned or detailed to the overseas location, the DETO's duty station will be temporarily changed to reflect the overseas alternate worksite for the duration of the arrangement. OPM employees are not authorized to telework from an overseas location without approval from OPM and the Department of State. OPM will consider DETO arrangements on a case-by-case basis according to the criteria laid out in this policy. Due to a lengthy approval process and security considerations, employees and their supervisors should consult with OPM HR as early as possible in the process.

Types of DETO

There are two types of DETOs: Sponsored and Independent. OPM only permits sponsored DETOs.

- Sponsored DETO – An OPM employee teleworking overseas who is the spouse or domestic partner of a sponsoring employee assigned overseas (i.e., Federal Civil Service employee, Department of Defense Employee, or uniformed service member). The OPM employee must be on the Government orders of the sponsoring employee assigned overseas.
- Independent DETO – An OPM employee not included on the Government orders of the sponsoring employee.

Authority

This policy complies with OPM regulations governing telework as described in [5 CFR 531.605](#) and Department of State processes for Chief of Mission approval. Chief of Mission (COM) is defined, according to the Foreign Affairs Act of 1980, as the primary officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature. Often the COM is the Ambassador stationed in the host country.

This policy must be used in conjunction with OPM's Delegations of Administrative Authority and Telework Policy, Chapter 368.

Subchapter 2. Coverage

Coverage and Eligibility

In order to be eligible for a DETO arrangement, employees must meet the following criteria:

- Be eligible for telework as described in OPM's Telework Policy, Chapter 368;
- Be Full-time;
- Be serving under a career appointment and have completed the initial probationary period or are not required to serve initial appointment probationary period. Certain non-temporary excepted service appointments may also be eligible;
- Must not require access to handling of classified materials; and
- Cannot be political appointees or employees on Schedule C appointments.

A DETO arrangement is not an employee entitlement; neither is a DETO a reasonable accommodation. An employee with a disability may be granted a reasonable accommodation once the employee reaches the location for their DETO assignment.

Duration of DETO

OPM will only consider DETO arrangements of a year or more. These arrangements require the Department of State's COM approval through the National Security Decision Directive 38 (NSDD 38) process.

OPM does not approve DETO arrangements for an indefinite length of time. An employee's request for a DETO arrangement is approved for the initial dates specified on the Government orders of the sponsoring employee assigned overseas. The DETO arrangement cannot exceed the initial duration of the sponsoring employee's assignment overseas or a maximum of 5 years. If the sponsor's assignment overseas is extended, the OPM employee on a DETO arrangement must request OPM's approval for an extension. OPM reserves the discretion to approve extensions on a case-by-case basis prioritizing the organization's mission critical needs.

- If OPM grants an extension, the DETO Agreement must be amended seeking approval from the COM through the NSDD 38 approval process.
- If OPM does not grant an extension, the OPM employee on a DETO arrangement may not telework from overseas beyond when the DETO Agreement has expired.

Subchapter 3. Security

Due to security services and residential security considerations, approval of a DETO arrangement may or may not be granted based on location of the sponsoring employee assigned overseas.

Subchapter 4. Application Process

An interested employee must first discuss the possibility of a DETO arrangement with their supervisor. DETO opportunities should not be construed as an employee entitlement. While an employee may request a DETO arrangement, management and the organization's Associate Director or Office Head must concur and fully support the employee.

OPM HR will work with the supervisor and assist the employee (i.e., prospective DETO) to draft the DETO Agreement and obtain the required documentation to complete a DETO Agreement request package. The DETO Agreement should not deviate or change language in the standard template. (See Appendix A)

DETO arrangements of one year or more must follow procedures outlined in the National Security Decision Directive 38 (NSDD 38). Prior to submitting the request for approval from the COM in the host country via the NSDD 38 process, the DETO Agreement must be reviewed and signed by the following individuals:

- OPM Employee
- OPM Supervisor
- OPM Associate Director or Office Head
- OPM Human Resources Director or Deputy Director
- State Department Host Regional Bureau
- Department of State Host Post Management Counselor

The prospective DETO is responsible for obtaining the proper documentation, such as passports, visas or any additional work permits required to perform work in the foreign location.

OPM HR will submit the request through the [NSDD 38 system](#) which creates a package to track the DETO Agreement approval.

Subchapter 5. Approval Process

The NSDD 38 Team at the Department of State will route the DETO Agreement package through the appropriate approval channel to formally obtain COM approval. The NSDD 38 gives the COM control of the size, make-up, and mandate of overseas full-time mission staffing for all US Government agencies. Once COM approves the request, OPM HR will receive an email notification of the NSDD 38 approval. A copy of the approval notification may also be retrieved via the NDSS38 web application.

Once the NSDD 38 approval has been received, the DETO's supervisor is responsible for working with OCIO to ensure that the information systems provided to the DETO will meet all required security standards for use in the foreign location. The prospective DETO's supervisor should notify OCIO – Cybersecurity Division while the DETO Agreement package is pending COM approval.

Once the agreement is finalized, the DETO must notify their supervisor and OPM HR of the effective commencement date of the DETO arrangement prior to or upon their arrival to the approved overseas location. OPM HR will process an SF-50, Notice of Personnel Action, to document the employee's temporary change in duty station and pay entitlement to overseas locality pay. DETO employees are eligible for location-based comparability pay in accordance with section 9717(b) of the National Defense Authorization Act for Fiscal Year 2023 (Public Law 117-263). Under this authority, the DETO will receive the pay that is equal to the lesser of the following:

- The amount of title 5 locality pay the employee would have been paid if the official duty station had not been changed to an overseas location under the DETO arrangement; or
- The amount of overseas locality pay the employee would be paid if the employee were an eligible member of the Foreign Service.

Note 1: An employee covered by a Bargaining Unit whose duty station changes due to a DETO arrangement will remain in a position eligible for Bargaining Unit coverage; however, they will no longer be covered by Local 32 or Local 2450 while on a DETO arrangement. The correct Bargaining Unit Status code is "7777" – block 37 on the SF-50, Notification of Personnel Action.

Note 2: The foreign exemption of the Fair Labor Standards Act (FLSA) of 1938 applies to a DETO who will be paid for overtime hours under title 5 of United States Code rather than

under the FLSA. Exempt area means any foreign country, or any territory under the jurisdiction of the United States other than the following locations: a State of the United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, the Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (67 Stat. 462), American Samoa, Guam, Midway Atoll, Wake Island, Johnston Island, and Palmyra.

Subchapter 6. Responsibilities

DETO's Responsibilities

The DETO (i.e., OPM employee approved as a sponsored DETO) must complete all required overseas personnel security training prior to their travel, in accordance with regulations established by the State Department. Depending on the location, a briefing from Diplomatic Security or successful completion of Foreign Affairs Counterterrorism Training (FACT) is required before the DETO arrives at the DETO location.

The DETO is not allowed to begin to work from an overseas location until all DETO approvals, including COM approval, have been granted.

The DETO must continue to follow OPM policies and procedures for requesting and using leave.

The DETO remains subject to their organization's Alternative Work Schedule (AWS) policy and adjustments to the employee's work schedule will be made within the parameters of the organization's AWS policy.

At the end of the term of the DETO Agreement, the employee must inform their supervisor and OPM HR of the effective date of the termination of the DETO arrangement. OPM HR will process two SF-50s, Notification of Personnel Action:

- SF-50 to document the employee's DETO location-based comparability pay is terminated.
- SF-50 to document the employee will receive locality pay under 5 U.S.C. 5304 effective on the same date the DETO location-based comparability pay is terminated.

When the DETO arrangement ends, the employee is responsible for returning to their previous official duty station in the United States. The employee is responsible for obtaining approval from the organization for any leave, to include leave without pay, required for relocation back to United States.

Domestic Employee Teleworking Overseas Policy

DETO's Supervisor Responsibilities

In accordance with applicable OPM regulations, the DETO's supervisor must provide the DETO with work requirements, standard mid-year progress reviews, and appropriate annual performance appraisals.

As required by OPM's Telework Policy, Chapter 368 of the OPM Human Resources Handbook, the supervisor will discuss the employee's telework eligibility and document the decision in HR Links.

Cancellation and Amendment

OPM may cancel or amend the DETO Agreement by providing written justification based on the needs of the office or due to performance issues at any time providing the employee with at least two pay period's notice.

HUMAN RESOURCES HANDBOOK

Chapter 369 Remote Worker

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APPENDIX A: Remote Worker Agreement and Guidelines

SUBCHAPTER 1. GENERAL PROVISIONS

1-1. General

- a. This chapter provides guidance on the determination to utilize and/or approve requests for remote workers within the U.S. Office of Personnel Management (OPM or Agency).
- b. Decisions to establish or respond to requests for full time worksites away from OPM brick and mortar worksites are within the discretion of management and must be worked out on a case by case basis. Management must memorialize whatever arrangement is ultimately approved or required on a Remote Worker Agreement and have OPM HR review the Agreement before it is executed. See guidance in Subchapter 2.
- c. Employees requesting to relocate do so for their own convenience and benefit and the Agency is therefore prohibited from paying relocations costs. However, the Agency will pay all other approved costs consistent with laws, rules, regulation, and Agency policy to include travel costs to the Agency for meetings and Training.
- d. A remote worker is not considered a teleworker. However, there may be situations where it could be appropriate to approve an alternative telework site in addition to the remote worksite.
- e. Remote workers must be under a current Remote Worker Agreement. Remote Worker Agreements are subject to annual recertification.
- f. All OPM employees have a responsibility to report waste, fraud and abuse within the Agency to the Office of the Inspector General (OIG). The same principle applies in the context of remote workers.
- g. Home-based, employee owned businesses or independent contracting or consulting arrangements must not conflict with the remote worker's tour of duty and work responsibilities.
- h. The Remote Worker Agreement and Guidelines at Appendix A documents will help OPM supervisors, managers, and executives document remote worker/worksites approval and identify remote worker's responsibilities.

1-2. Definitions

a. **Remote Worker.**

Remote workers are employees who work from a location other than a “brick and mortar” worksite provided by OPM and who do not report to an OPM-provided worksite on a regular basis of at least two days per pay period.

- b. **Official Worksite.** The official worksite for a remote worker is the place where he or she is approved to work on a regular basis. If an employee's residence is approved as the official

worksite, the city and state of the residence is the official worksite. Changing the official worksite may affect an employee in a number of ways, including rates of pay, Reduction in Force (RIF) competitive area, travel reimbursement, and unemployment compensation.

SUBCHAPTER 2. POLICY

2-1. Approving Establishment of a Remote Workplace or Requests from Employees to Perform Work on a Remote Basis

- a. Remote workers are employees who work from a location other than a “brick and mortar” worksite provided by OPM and who do not report to an OPM-provided worksite on a regular basis of at least two days per pay period. Remote workers are not considered teleworkers, unless they have a separate approved telework agreement that authorizes them to work from a location other than their regular/approved (remote) worksite.
- b. When a manager identifies the need to have an employee work remotely or an employee requests to relocate from an OPM-provided worksite to a remote location, there are several important factors that must be considered. Supervisors must carefully weigh factors such as cost and impact on operations and other employees, and the need to hire or retain the employee, as detailed below
 1. **Pay.** An employee’s pay is determined by his/her official worksite; therefore, the supervisor should review the locality pay tables to determine the extent to which salary costs may increase or decrease if a change in an employee’s duty station is approved. The employee should similarly be aware of any changes in pay that may result and consider this in any request to change their worksite.

2. Relocation

An employee-requested relocation to a new official worksite is for the employee’s own convenience and benefit. Therefore, pursuant to Federal Travel Regulations, 41 CFR Chapter 302 and Agency policy OPM HR Handbook Chapter 572, Payment of Expenses for pre-Employment Interviews and Permanent Relocation, the Agency is prohibited from paying relocation expenses to the new official worksite.”

- i. Consistent with GSA Federal Travel Regulations and guidance, if approved to work remotely, 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 misconduct.
- ii. If, after approving an employee’s location or relocation to a remote worksite, the Agency later directs the employee’s move to another official worksite outside the employee’s commuting area (e.g., return to an OPM-provided worksite), the Agency may be required to cover the following expenses, as applicable: moving expenses if the employee accepts the directed reassignment, or severance pay/discontinued service retirement if the employee declines reassignment. If the supervisor wishes to avoid such costs in the event of a direction to move to another official worksite that is based upon a decline in performance during the period after the employee has moved to a remote worksite, the Agency must specify that contingency in the Remote Work Agreement

iii. A management established remote worksite generally involves hiring the employee for the specific location and typically does not incur moving expenses. However, guidance on moving approval/expenses can be found in OPM Human Resources Handbook Chapter, 572, Payment of Expenses for Pre-Employment Interviews and Permanent Relocation (link).

3. **Temporary Duty Travel.** Reimbursement for temporary duty travel expenses is determined by the employee’s official worksite. Therefore, the supervisor must consider the cost of business travel from the employee’s requested remote location to other worksites/locations, as well as any travel to OPM office locations. Depending on the travel distance and frequency of travel, payment of temporary duty travel expenses may increase significantly.

4. **Equipment and Supplies.** Generally, OPM will provide equipment, connectivity*, and supplies necessary for the employee to do his/her job, whether from the traditional office or from another approved worksite. Decisions should take into consideration the following:

- Is it feasible and economical (including shipping/mailling and repair costs) to provide the employee with equipment (e.g., computer, printer, other peripheral equipment), connectivity(e.g., internet connection, phone), and supplies (e.g., toner cartridges, paper, etc.) necessary to do the work at a remote worksite?
- Is there required office equipment that would not be practicable to replicate at an individual employee’s remote worksite (e.g., a binding machine, high-capacity copier, etc.)?
- In the event that the employee’s job requires greater connectivity than he or she would otherwise have for personal use (e.g., increased internet speed), cost of that additional use should be factored into the decision.

* Public Law 104-52, supplemented by GSA’s FMR Bulletins 2006-B3 and 2007-B1, authorizes but does not require agencies to use funds to install telephone lines in private residences of those authorized to work from home and to pay monthly phone charges for such lines, where appropriate. This authority includes Internet services, broadband access, email services, desktop videoconference equipment, and services the Agency deems needed by employees authorized to work at home.

5. **Employee Characteristics and Training Needs.** Decisions should take into consideration the following:

- Is the employee self-motivated; able to work independently; and able to work without regular, in-person, monitoring/supervision? Does the employee have strong organizational and time-management skills, and a current rating of Fully Successful or better?
- Is needed training available in the vicinity of/at the remote worksite? Would the Agency incur excessive travel costs for training due to remote location?

- Is any necessary on-the-job training able to be acquired effectively from a remote worksite?
 - Is any face-to-face coaching/training needed?
6. **Job-Related Characteristics.** Decisions should take into consideration the following:
- Can all essential duties of the position be performed from a remote location?
 - Is technology available to support work responsibilities remotely, including co-worker support and communication with other staff and the supervisor?
 - Can work materials be appropriately secured/safeguarded at the remote location?
7. **Impact on Co-Workers.** Decisions should take into consideration the following:
- Consider the impact on other employees – for example, will other employees have to absorb additional duties relating to handling walk-in customers, phone calls, or other duties that can only be conducted from the brick and mortar OPM worksite?
 - If one or more other employees requested to work from remote locations, would there be sufficient remaining staff to provide coverage in the OPM worksite? If not, you should consider, at the time you make the decision how you are going to respond to future requests. A request to work remotely from an employee not originally required to work from a remote location to do is an act of discretion by the Agency, akin to an act of clemency or a waiver of a requirement. Determinations will be made on a case-by-case basis. The need to maintain the Agency’s ability to continue to discharge its duties at the current or a higher level is always an appropriate reason for declining such a request. Nevertheless, it is a good practice to be prepared to articulate, if asked, why a further request would unduly interfere with the agency’s ability to manage its work.
8. **Cost Savings.** Decisions can be informed by the following:
- Will the organization realize any savings by not having to provide office space?
 - Will savings be realized by the discontinuation of transit benefits?

Supervisory Note: If you approve a remote work arrangement for an employee, you should inform the employee about the impact on areas such as pay, RIF competitive area and unemployment benefits.

- c. Supervisors should provide Remote Worker Agreements to OPM HR for review before they are executed.

2-2. Delayed Arrivals, Early Dismissals and Closures

Delayed arrivals, early dismissal and closures generally ensure travel to worksite safety. In most cases these situations will not affect the ability to accomplish work from a remote worksite/residence. Remote employees are expected to work during any regional Federal office closures, delayed arrivals, and early dismissals. Remote employees should be instructed to notify their supervisor immediately when emergencies occur that affect a remote worksite to request leave, excused absence, worksite relocation, etc.

2-3. Performance Management

- a. Work performed by remote workers and non-remote workers is measurable in terms of results and outcomes. The employees' current performance standards will be used to measure performance of remote and non-remote workers.
- b. If a remote worker's performance level has fallen below Fully Successful, improvement efforts will first take place at the remote work location or, if available, at an OPM office location within 50 miles of the remote work site. If efforts to improve performance are unsuccessful the employee may be reassigned to an OPM brick and mortar site. Employees should be given reasonable advanced notification of being required to report back to the office (at least two pay periods) unless such advance notice is not appropriate or feasible.

2-4. Remote Worker Guidelines

- a. All Government records, which may include files, references and databases, should be transferable to the remote worksite or available through some form of technology. The remote agreement must identify specific items (e.g., phone, laptop, monitor, etc.) needed to complete assignments at the remote worksite. In addition, the agreement must include work schedule, means of communication with the employee, work assignment guidance, etc. *[NOTE: Classified data may not be taken to remote worksites unless the remote worksite itself is a secure site approved for this purpose. Privacy Act, Personally Identifiable Information (PII), and sensitive non-classified data may be taken to remote worksites with supervisory approval if required precautions are taken to protect the data.]*
- b. In cases where an employee is requesting to work from home or from other alternative location due to injury or is a qualified individual with a disability, the employee should follow OPM's reasonable accommodation procedures. OPM's reasonable accommodation policy fully complies with the requirements of the Rehabilitation Act of 1993, as amended,²⁹ U.S.C. § 791, et seq., and Executive Order 13164 and can be found on OPM's Intranet site THEO at <http://theo.opm.gov/handbooks/ch714.asp>
- a. Remote work, either from a residence or other remote worksite, is not a substitute for dependent care services.
- b. Remote workers who work from home must have a specific room or area of a room

designated to perform their official duties. An agency may not use appropriated funds to pay for the increased costs of utility services due to an employee working from home.

- c. If deemed necessary, remote workers may be provided with a method for making long distance calls when the employee would otherwise incur work-related costs.

SUBCHAPTER 3. Time, Attendance, Pay

- a. Remote workers are governed by the same policies regarding work schedules, leave and premium pay that apply to non-remote workers. Employee, supervisors, and timekeepers are responsible for ensuring accurate, complete, and timely reporting of the hours worked in each pay period. This includes the accurate recording of time worked in a remote work status, as well as accurately recording leave status to cover periods during the scheduled work week when the employee is not working.
- b. If a situation arises at the employee's remote worksite that results in the employee being unable to continue working, the supervisor may excuse the employee from duty, reschedule work, authorize leave or require the employee to work at an alternate worksite to continue working. If the employee knows in advance of a situation that would preclude working at the remote worksite, then alternative work schedules, leave or time in an alternative worksite must be requested/scheduled.
- c. Supervisors are responsible for ensuring that remote workers perform overtime work only on work for which the supervisor intends to compensate by overtime payments or compensatory time off (as appropriate). Employees not covered (exempt) from the Fair Labor Standards Act (FLSA) will be compensated for overtime work only when ordered or approved in advance in writing by the supervisor. If a remote worker works unauthorized overtime under 5 U.S.C. 5542 on a recurring basis, the supervisor should work with OPM HR to address this issue.
- d. Similarly, an employee designated as FLSA non-exempt (covered) may not perform overtime work while performing remote work unless that employee has the express, advance approval of the supervisor. If a remote worker works unauthorized overtime on a recurring basis, the supervisor should work with OPM HR to address.

Subchapter 4. Responsibility for Government Equipment

- a. OPM will issue remote workers appropriate equipment required to accomplish work assignments.
- b. The Government will not be responsible or liable for damages to an employee's personal or real property while the employee is a remote worker, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act ([link](#)).
- c. The Government is responsible for maintenance of all Government-furnished equipment (GFE). Employees will be required to bring/send GFE into the office for maintenance.
- d. 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. Employees 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.
- e. Use of GFE equipment for remote work is subject to OPM's IT policies as maintained on THEO (<http://theo.opm.gov/policies/ispp/> and <http://theo.opm.gov/References/IT/policies.asp>).
- f. No individual (including family, friends, house guests, tenants, etc.) other than the employee performing remote work is authorized to use GFE.
- g. If additional and/or specialized IT equipment is needed for a remote worker, the employee's supervisor shall request the Office of the CIO to provide that equipment. The OPM program office to which the employee is assigned may be required to fund the equipment.
- h. The remote employee is responsible for establishing a space at the remote worksite for performing his or her duties. The remote worksite must have working connectivity, i.e., Internet access and a phone. OPM may pay for Internet access or provide a phone and/or phone service at a remote worker's worksite. Connectivity costs are generally only appropriate when the employee's current connectivity provider would require additional expense to accommodate Agency use. Current OPM IT policy recommends a broadband (i.e., >200kbps) connection to the Internet.

Appendix A

Remote Worker Agreement and Guidelines

Date/Reason for Request: <input type="checkbox"/> Employee Request (please attach reason for request) <input type="checkbox"/> Management established worksite / /	Proposed Start Date:
Location of Official Worksite: City _____ State _____ Note: official worksite is used to determine pay, RIF competitive area, travel reimbursement, and/or unemployment compensation.)	
Assignments and Communication: [This includes work assignment clarification related to remote worksite, agreements on office communication, checking voice mail and email or contacting the supervisor.]	
Supervisor Approval: <input type="checkbox"/> Approve (which may include working with employee to modify request as applicable to mission accomplishment) <input type="checkbox"/> Disapprove Upon request, management will provide a written explanation, generally within ten work days. _____ Date of Decision	
Employees Business Telephone:	
Employee's approved bi-weekly work schedule or AWS schedule: <u>Week 1 :</u> <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday	<u>Week 2 :</u> <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday

Delayed arrivals, early dismissal and closures generally ensure travel to worksite safety. In most cases these situations will not affect the ability to accomplish work from a remote worksite/residence. 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.

By signing this remote work agreement, when you request to relocate, you agree to waive any rights to moving expenses when you relocate and if directed to return to the regular worksite based on a decline in performance or misconduct.

Supervisor's Signature

Date (mm/dd/yyyy)

Employee's Signature

Date (mm/dd/yyyy)

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 employee has been given and signed the Safety Checklist , which identifies safety and adequacy issues that employee should consider when working from home (Attached).	

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

ITEM:	YES:	NO:
Computer:		
Docking Station		
Printer:		
Monitor:		
Keyboard:		
Mouse:		
OTHER:		
OTHER:		
OTHER:		
OTHER:		

Remote Worker Guidelines

Applicability. The Remote Worker Policy applies to current and future remote workers including EMDC employees that were relocated. However, the provisions contained in the Memorandum of Understanding, dated April 23, 2015, regarding EMDC Relocation, remain in effect.

Employees engaged in remote work that initiated this work arrangement based on their own request will have a 1 year transition period after which all aspects of this policy will be applicable and at which time employees and supervisors will execute the Remote Worker Agreement (Appendix A).

The Agency will provide notice to and bargain with the union, to the extent required by law, when requiring a bargaining unit employee to relocate from a remote duty location.

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. OPM's internal Human Resource Office can assist employees with questions on these topics.

Official Worksite. In accordance with 5 CFR 531.605, the official worksite is the location where the employee regularly performs his or her duties.

Official Duties. The employee will perform only official duties at the official remote worksite or agency-approved telework site if applicable. 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.

Work Schedule. Work schedule (AWS or fixed) will follow established Agency/office procedures for setting, requesting and approval of available work schedule options. Identified work schedule ensures supervisor, co-workers, customers, etc., can interact with remote employee during the identified work schedule timeframes.

Overtime. Supervisors are responsible for ensuring that remote workers work overtime only when the supervisor authorizes and intends to make overtime payment (including compensatory

time off, as appropriate). Both Fair Labor Standards Act (FLSA) exempt and non-exempt employees must be paid overtime (or compensatory time, under certain circumstances) when overtime hours are ordered and approved in advance in writing by a supervisor with the authority to authorize overtime. Employees agree that failure to obtain proper prior approval for overtime work may result in supervisor taking appropriate action to address.

Equipment. The employee will protect any Government furnished equipment (GFE) and use of such equipment is governed by the OPM Policy on Personal Use of Government Office Equipment. The Agency will maintain and service GFE.

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 alternate worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Remote Work Site. The employee will provide a work area adequate for performance of official duties. The employee agrees to review work space 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 his or her personal residence as a remote work 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.

Note: See HR Handbook Chapter 369, Remote Worker Policy Subchapter 4, Section h. for more information on connectivity.

Injury Compensation. The employee may file a claim under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official work site. The employee must notify the supervisor immediately of any accident or injury that occurs at the remote work 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 remote work site in accordance with the guidelines and standards in the employee's performance plan.

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 remote work sites unless the remote worksite itself is a secure site approved for this purpose.

Sensitive and Personally Identifiable Information (PII). Privacy Act, PII and sensitive non-classified data may be taken to remote work 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. Specific PII guidance can be found on OPM's

Intranet site THEO on <http://theo.opm.gov/references/privacy/pii/index.asp>

Standards of Conduct. The employee agrees he or she is bound by Agency standards of conduct while working at the remote work site.

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

Delayed arrivals, dismissal and closures. These announcements ensure travel or on-site safety. In most cases these situations will not affect the ability to accomplish work from a remote worksite. Remote employees should notify their supervisor immediately when emergencies occur that affect a remote worksite to request leave, excused absence, worksite relocation, etc.

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

Supervisor’s Signature

Date (mm/dd/yyyy)

Employee’s Signature

Date (mm/dd/yyyy)

Safety Checklist for the Home Work Space

Participating employees may use the following checklist to assist them in a survey of the overall safety and adequacy of their remote work site. The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

- Practice a fire evacuation plan for use in the event of an emergency.
- Check your smoke detectors regularly and replace batteries once a year.
- Always have a working fire extinguisher conveniently located in your home, and check the charge regularly.
- Computers are heavy. Always place them on sturdy, level, well maintained furniture.
- Use a sturdy chair that provides good support and can be adjusted.
- Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
- Locate your computer to eliminate noticeable glare from windows and lighting. Place computer monitor at height that is comfortable and does not require neck or back strain. Locate computer keyboards at heights that do not require wrist strain or place the keyboard on an adjustable surface.
- Install sufficient lighting in locations that reduce glare at the work surface.
- Arrange file cabinets so that open drawers do not block aisles.
- Be sure to leave aisle space where possible to reduce tripping hazards.
- Always make sure electrical equipment is connected to grounded outlets.
- Avoid fire hazards by never overloading electrical circuits.
- Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause tripping hazards in your work space.
- Locate computers, phones and other electrical equipment in a manner that keeps power cords out of walkways.
- Always power down computers after the workday is over and always turn off all electrical equipment during thunderstorms.
- Keep your work area clean and avoid clutter, which can cause fire and tripping hazards.

- Do not allow non-government employees to operate or repair government owned equipment.
- Always keep government files and information in a secure place and do not advertise your home office to strangers.
- Always use proper lifting techniques when moving or lifting heavy equipment and furniture.
- Always report accidents and injuries immediately to your supervisor.

Employee's Signature

Date (mm/dd/yyyy)

**Office of Personnel Management
Collective Bargaining Agreement(s) –
Telework Provisions**

MEMORANDUM OF UNDERSTANDING
Between the U.S. Office of Personnel Management ("Agency") and
The American Federation of Government Employees, Local 32 ("Union")
On Telework and Remote Worker Policies

By signing this MOU, the Agency and Union agree that the parties have finalized bargaining over the attached Revised Telework Policy, entitled **Telework**, and the new Remote Worker Policy, entitled **Remote Worker**, and that these policies will become effective on the date of the execution of this MOU.

Attachments:

 3/19/18

Agency Representative and Date

 3/14/18

Union Representative and Date:

ARTICLE 24

TELEWORKING PROGRAM

Section 1 - Policy

OPM Human Resources Handbook Chapter 368 contains the agency policy on teleworking, and as such serves as the framework for this article.

The Office of Personnel Management's teleworking program is voluntary and supports a range of teleworking options. It is an option that may be used by bargaining unit employees to assist in the effective and efficient accomplishment of agency business.

Section 2 - Requirements

The general requirements to telework are defined in Chapter 368, subchapter 2-3 of the Human Resources Handbook. The specific application of the guidelines may vary depending upon the type of work performed but in general, employees in a function which can be performed by teleworking will be afforded the opportunity. The teleworking agreement will define any specific requirements that the manager and employee need to follow.

Section 3 - Equipment/Supplies Provided

The general requirements to telework are defined in Chapter 368, subchapter 3-4 of the Human Resources Handbook. Employees will be provided equipment and supplies necessary to perform their duties while teleworking as determined on a case-by-case basis. The teleworking agreement will specify the resources that will be provided.

Section 4 -Policy and Agreements

Each member of the Boyers Teleworking Program must complete and/or review the following:

1. Alternate Worksite Agreement
2. Alternate Worksite Agreement Info Sheet A
3. Alternate Worksite Agreement Info Sheet B
4. Supervisor Checklist
5. Request to Telework

These documents can be obtained by contacting the employee's first-level supervisor or OPM Human Resources. Additionally, managers will prepare agreements specific to participants' workloads and other functions. Managers will determine what days an employee will need to be in the office and what days an employee will be able to telework based upon the operating unit's

functional needs, workload management issues and the need to provide office coverage.

Teleworking agreements will be established for review in six-month increments. These agreements will inform participants of their responsibilities and expectations.

Teleworkers must consistently maintain a fully successful performance rating to be permitted to telework.

The teleworking contract can be terminated by management for issues concerning productivity, timeliness, section staffing needs, section phone coverage, customer satisfaction, personal computer (PC) or system related problems at the alternate worksite and other performance or conduct related matters (behavior that is detrimental to the program's integrity); or by the employee at any time.

Section 5 - Scheduling- 8, 9, 10 hour tour of duty

In order to meet the current strategic goals of the agency scheduling will be determined by the needs of the unit for office coverage and to accomplish unit workload. Office coverage and processing times will be monitored to determine if an employee's teleworking days need to be adjusted.

Section 6 - Working at home on days when the road conditions are bad

Occasionally poorly maintained roads may present an obstacle for employees to come to work. If this situation exists and the teleworker has work at home that can be performed, the teleworker may be approved to either work at home or use leave. The teleworker must contact their supervisor, inform him or her of the situation and inform the supervisor of the type and amount of work they have to perform. The teleworker should plan to report to work pursuant to the current alternate worksite agreement.

Section 7 - Emergency Dismissals

One of the major benefits of the teleworking program is the ability of teleworking employees to continue working at their alternative worksites during a disruption of Government operations. In recognition of this a teleworking employee is required to continue to work if the agency closes (or dismisses employees early) on his or her scheduled teleworking day. On a case-by-case basis, a teleworking employee may be excused from duty during an emergency situation if the emergency adversely affects the teleworking site (e.g., disruption of electricity, loss of heat, etc.), if the teleworker faces a personal hardship that prevents him or her from working successfully at the teleworking site, or if the teleworker's duties are such that he/she cannot continue to work without contact with the regular worksite.

Employees who are required to work during their regular tour of duty on a day when their agency is closed (or when other employees are dismissed early) are not entitled to receive overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours.

Section 8 - Working overtime for another section at home

Employees outside of the section will be permitted to work overtime for other sections at the alternative worksite if they are fully trained and proficient on the functions performed in the section that overtime is being offered and the offered work does not conflict with overtime offered in the section to which they are assigned.

**Small Business Administration
Supplemental Documents**

Small Business Administration
January 2024 Submission

From: [Hernandez, Elias](#)
To: futureofwork@omb.eop.gov
Cc: [Plews, Arthur G.](#); [Guerrero, Yadira](#); [Brill, Julie](#)
Subject: SBA Work Environment Plan Implementation Update
Date: Thursday, January 25, 2024 4:38:11 PM
Attachments: [image001.png](#)

Good afternoon, OMB Colleagues,

Thank you for the continued support and guidance with the whole of government approach to increase meaningful in person presence. On behalf of the SBA's Chief of Staff, Arthur Plews, the below updates provide information on the SBA's actions taken to significantly increase meaningful in-person work.

The SBA has led with and attained an elevated in-person threshold for Senior Executives, Senior Leaders, Political Appointees, and Headquarters staff. At Headquarters, Leaders, and supervisors report in person 5 days a pay period and non-supervisory employees report in person 4 days a pay period.

Beginning **March 11, 2024**, the following in-office baseline requirements will be in effect for all remaining telework-eligible employees with a field duty station (i.e., non-Headquarters duty station):

- All remaining telework eligible **supervisors and managers** shall report in person **5** days per pay period.
- All remaining telework eligible **non-supervisory** employees shall report in person **4** days per pay period.

More days in-office/onsite days may be required based on mission and operation needs. For example, employees supporting the SBA's disaster function report in-person 6 days a pay period (3 days each week).

These work environment changes allow the SBA to achieve a balanced and equitable physical presence across the enterprise to deliver on the agency's priorities while upholding SBA's standards of service. The Agency also continues to keep AFGE Local 228 updated on work environment changes. The appropriate union notification protocols are followed as determined by the workforce segment that will be impacted by the updates. The OHRs Workforce Relations Division and National Labor Relations Division are consistently consulted on all workforce communications.

The SBA's compliance approach for increased in-office presence leverages the leadership performance management system to ensure accountability at all employee levels. The primary mechanisms for tracking compliance is the Timekeeping Dashboard and badge swipe data for HQ requirements. Specific compliance steps include:

- Leadership Performance Management - SES and Supervisor performance plans set and communicate the individual and organizational goals and expectations. Compliance with agency policies and protocols including increased in-office presence is captured within the SES performance element of Leading People and the supervisor mandatory element of leadership.
- Timekeeping Dashboard - The Dashboard is used by the Office of Human Resources Solutions (OHRs) leadership and the Telework Managing Officer to assess work arrangement trends and compliance with increased in-office presence.

Furthermore, the SBA Administrator, Deputy Administrator, and Senior Leaders continue to engage with employees, across the nation, through meaningful in-person town halls at the enterprise and program office levels. Such engagements demonstrate the SBA's commitment and reinforce accountability with increased meaningful in-person presence. Regarding compliance, SBA leaders provide oversight and direction for their respective offices to ensure employees conform with agency standards. Additionally, supervisors work with the employee and labor relations staff to address individual employee compliance issues.

Should you have any questions please connect with me and Yadira Guerrero, Cc'd above.

Thanks,

Elias

Elias Hernandez (he/him)

Chief Human Capital Officer & Acting Chief Operating Officer



**Small Business Administration
Telework Policy(s)**

SBA

SOP 33 59 4

Telework Program

**Office of Human Resources Solutions
U.S. Small Business Administration**

SMALL BUSINESS ADMINISTRATION STANDARD OPERATING PROCEDURES (SOP)

SOP: 33 59
Revision: 4
Subject: Telework Program
Purpose: To provide requirements and updates related to SBA's Telework Program, to include technical updates and greater flexibilities.

Summary of Changes:

- Streamlined the information concerning the impact of weather and safety leave and unscheduled telework.
- Addition of information about telework requests, agreements, and scheduling being done in WebTA
- Addition of language making interns and volunteers telework eligible on an exceptional basis
- Addition of teleworking and dependent care information
- Updated performance management information
- Addition of designation of duty station for teleworkers for location-based pay purposes

Personnel Concerned:

This SOP applies to all SBA employees, including the Office of Advocacy (OA), except the Chief Counsel for Advocacy is the approving official for telework decisions for OA. The Office of Disaster Assistance (ODA) may issue additional telework guidance for its employees. The Office of Inspector General (OIG) has its own Telework Program directive and is not covered under this policy.

Cancellations: SOP 33 59 3, Telework Program, dated 5/1/2015

Originator: Office of Human Resources Solutions (OHRS)

Authorized By: Elias Hernandez, Chief Human Capital Officer

Effective Date: February 11, 2022

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SECTION 1 - PURPOSE

This standard operating procedure (SOP) establishes the policy governing the U.S. Small Business Administration's (SBA) Telework Program, including the Telework Enhancement Act of 2010 mandates. It contains definitions, basic information about telework, and the roles and responsibilities of SBA officials and employees.

Telework is a work arrangement that allows an employee to perform work, during any regular, paid hours, at an approved alternative worksite (e.g., home) other than the location from which the employee would otherwise work. Employees must report to the SBA worksite at least twice each biweekly pay period on a regular recurring basis to meet the requirements of [5 CFR 531.605](#).

There are two categories of telework:

1. Routine telework in which telework occurs as part of an ongoing, regular schedule; and
2. Situational telework (often referred to as "ad hoc") in which telework is approved on a case-by-case basis and the hours worked were not part of a previously approved, ongoing, and regular telework schedule.

Note: A full-time telework arrangement is referred to as '*remote work*', and is an arrangement in which an employee performs work activities within or outside the local commuting area of SBA's official location and is not expected to report to the SBA official location at least twice each biweekly pay period on a regular and recurring basis as described in [5 CFR 531.605](#). Remote work is addressed in SOP 33 60 Remote Work.

Some benefits of telework:

1. Provides employees greater flexibility in accomplishing their work while also meeting personal and Agency responsibilities (e.g., reducing commuting time and costs);
2. Helps reduce stress by decreasing commuting time, thereby allowing more time for family and personal matters;
3. Encourages employee engagement and retention in SBA - when employees feel they have greater control over their work environment, they tend to feel more committed to their organizations; and
4. Saves SBA resources (e.g., transit subsidy, facility overhead costs) and supports the Agency's ability to be agile and responsive to evolving mission requirements.

SECTION 2 - SCOPE

This policy applies to all SBA employees, including the Office of Advocacy (OA), except the Chief Counsel for Advocacy is the approving official for telework decisions for OA. The Office of Disaster Assistance (ODA) may issue additional telework guidance for its employees. Employees in the Office of Inspector General (OIG) are excluded from this policy. Pursuant to the [Inspector General Act of 1978](#), as amended (IG Act), the Office of Inspector General has independent personnel authority and has established a separate Telework Program for its employees.

If there is a conflict between SBA's Master Labor Agreement (MLA) and any provision of this policy not required by law or regulation, the MLA shall prevail for covered bargaining unit employees (BUEs), provided negotiated terms conform to Federal law and regulation.

SECTION 3 - AUTHORITY AND REFERENCES

- A. [5 U.S.C. § 6501 – 6506, Telework](#)
- B. [Public Law 111-292, Telework Enhancement Act of 2010 \(December 9, 2010\)](#)
- C. [Public Law 106-346, Sec. 359, 114 Stat. 1356, Congressional Federal Telework Mandate \(October 23, 2000\)](#)
- D. [U.S. Office of Personnel Management \(OPM\) Guide to Telework in the Federal Government \(April 2011\)](#)
- E. [Federal Register: Weather and Safety Leave](#)
- F. [Governmentwide Dismissal and Closure Procedures \(opm.gov\)](#)
- G. [Governmentwide Dismissal and Closure Procedures Memo](#)
- H. [5 CFR § 531.605 - Determining an employee's official worksite](#)
- I. [SBA-AFGE 2017 Master Labor Agreement \(MLA\), Article 23](#)
- J. [Telework.gov website](#)
- K. [Issuance of Weather and Safety Leave Regulations | CHCO](#)
- L. [Fact Sheet: Official Worksite for Location-Based Pay Purposes](#)
- M. [Handbook on Workplace Flexibilities and Work-Life Programs for Elder Care \(opm.gov\)](#).

- N. [CPM 2021-17: Additional Guidance on Post-Reentry Personnel Policies and Work Environment \(opm.gov\)](#)

SECTION 4 - FUNCTIONAL RESPONSIBILITIES

A. SBA Administrator

The SBA Administrator or designee's responsibilities include, but are not limited to:

1. Overseeing the overall administration of the SBA Telework Program; and
2. Authorizing telework requests for Senior Executive Service and Senior Leader members.

B. The Chief Human Capital Officer (CHCO)

The Chief Human Capital Officer (CHCO) or designee's responsibilities include, but are not limited to:

1. Establishing and modifying this policy in accordance with current, applicable law, regulation, and SBA practices;
2. Appointing SBA's Telework Program Manager; and
3. Providing advisory services to SBA leaders regarding the use of telework, unscheduled leave, or other flexibilities to facilitate optimal operations during disruptions or emergencies.

C. Program Office Heads

Program Office Heads are the Associate Administrator (AA), Deputy Associate Administrator (DAA), and the Chief Counsel for Advocacy for Office of Advocacy (OA) employees or their designees.

Responsibilities include, but are not limited to:

1. Establishing telework guidelines for its program office to ensure consistency and equity in telework decisions for positions that are deemed eligible for teleworking;
2. Maintaining effective communications among all staff to ensure teleworkers and non-teleworkers are treated equitably;
3. Having awareness and oversight on the telework decisions and number of participants in the Agency's telework program;

4. Ensuring subordinate supervisors and managers enforce this policy in a fair and consistent manner, including completion of required telework training and certifications;
5. Ensuring their subordinate leaders enforce and their employees comply with [SBA Computer Security and Use policies](#); and
6. Completing the required [Telework Fundamentals - Manager Training](#).

D. Supervisors and Managers

Supervisors and managers' responsibilities include, but are not limited to:

1. Approving or disapproving an employee's request to telework within five (5) business days;
2. Implementing program requirements in a fair and consistent manner and in accordance with this policy;
3. Making telework determinations based on the functions and duties of the job, and not mere managerial preference;
4. Treating employees with similar work functions across work units similarly when determining telework eligibility;
5. Ensuring employees adhere to this policy;
6. Ensuring their employees comply with [SBA Computer Security and Use policies](#);
7. Completing the required [Telework Fundamentals - Manager Training](#) for managers and supervisors;
8. Identifying "emergency personnel" and communicating such designation and expectations to the employee, appropriate emergency management personnel in the Office of Continuous Risk Management (OCORM), and the Servicing Human Resources Office (SHRO);
9. Identifying positions suitable for telework and reporting such to the Telework Coordinator;
10. When possible, consider restructuring jobs so that all employees, theoretically, could be eligible for at least situational or occasional telework;

11. Managing telework expectations as they relate to the activation of Continuity of Operations Plan (COOP) and health pandemic procedures in accordance with established policies and guidelines;
12. If appropriate, allowing some or all teleworkers to meet emergency operations or COOP duties through telework rather than reporting to the normal or designated COOP site. Encouraging mission essential and non-mission essential employees to practice telework to help the Agency prepare to meet emergency situations;
13. Verifying employee eligibility to telework with designated SHRO staff;
14. Discussing requirements and expectations of teleworking, including training, with employees prior to approving or modifying Telework Agreements;
15. Ensuring telework-eligible employees have completed the required [Telework Fundamentals - Employee Training](#) and certification prior to starting telework;
16. Maintaining and updating employees' approved Telework Agreements in the Agency's system of record, [WebTA](#);
17. Ensuring employees who telework are aware of their duties and responsibilities under the agreement;
18. Approving employees' telework schedules;
19. Maintaining effective communications among all subordinates to ensure teleworkers and non-teleworkers are treated equitably;
20. Monitoring work products of teleworkers and non-teleworkers to ensure work product quality, timeliness, and productivity are equivalent. This includes ensuring the productivity of all employees in the organization is not diminished or otherwise adversely affected by any employee's telework status;
21. Continuing to perform normal supervisory duties over teleworkers (for example, appraising teleworkers' performance, responding to leave requests, etc.) in the same manner as with non-teleworking employees;
22. Terminating, temporarily suspending, or modifying employees' participation in the Telework Program for documented performance deficiencies, failure to adhere to the provisions of this policy, failure to adhere to the provisions of the Telework Agreement, violations of the Telework Enhancement Act of 2010, or organizational exigencies having a short-term impact on the mission of the organization. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305);

23. Providing advance notification, when possible, to employees before modifying, temporarily suspending, or terminating participation in the Telework Program. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305);
24. Reviewing and updating, as needed, Telework Agreements for employees at least once per year;
25. Granting excused absences, as deemed appropriate, to teleworking employees, who cannot reasonably report to the office, with unusual circumstances that affect teleworkers' ability to perform duties (e.g., loss of internet connectivity, equipment failure, a power outage, or a natural disaster);
26. Verifying and certifying the accuracy of employees' WebTA time and attendance codes for telework status; and
27. Collaborating with the Office of Chief Information Officer (OCIO) to ensure SBA equipment and other required property are available to employees in accordance with criteria specified in this policy, the Telework Agreement, or any addendum, as part of a reasonable accommodation or other provision (e.g., court order).

For additional guidance, please see [Appendix B](#) – Telework Checklists for Supervisors.

E. Telework Managing Officer (TMO)

The SBA Telework Managing Officer (TMO) or designee's responsibilities include, but are not limited to:

1. Ensuring the Telework Program is administered in accordance with relevant laws, regulations, and SBA standard operating procedures;
2. Designating a Telework Coordinator to administer the Telework Program and in the absence of the Telework Coordinator, perform those duties;
3. Overseeing and coordinating the implementation and administration of the Agency's Telework Program;
4. Coordinating and disseminating information on SBA telework initiatives, including telework training opportunities;
5. Ensuring SBA employees, supervisors, and managers receive appropriate training;
6. Advising and consulting with the SHRO policy staff, Agency leadership, employees, the Telework Coordinator, and other Federal agencies (primarily OPM) on all SBA telework program matters and issues;

7. Providing resources for managers, supervisors, the Telework Coordinator, and employees on the Telework Program; and
8. Serving as the primary Agency Telework Program point of contact with other Federal agencies.

F. Telework Coordinator

The SBA Telework Coordinator for employees in Headquarters, Field Operations, non-OIG and non-ODA employees, is OHRS. The Office of Disaster Assistance's (ODA) Telework Coordinator services ODA employees. The Telework Coordinator's responsibilities include, but are not limited to:

1. Providing guidance and advisory services about telework to SBA employees, supervisors, and managers;
2. Maintaining, compiling, and providing statistical data and reports on SBA positions suitable for telework, employee requests, participation, schedules, and the telework status of employees for OPM, Telework Managing Officer, SBA managers and supervisors, as required;
3. Disseminating information regarding the Telework Program, procedures, and requirements;
4. Maintaining and tracking electronic data related to Telework Program activity;
5. Coordinating SBA Agency-wide telework training sessions; and
6. Referring supervisor and employee telework-related reasonable accommodation requests and questions to the Disability Employment Program Manager (DEPM) with the SBA Office of Diversity, Inclusion, and Civil Rights (ODI&CR).

G. The Office of the Chief Information Officer (OCIO)

The Office of the Chief Information Officer's (OCIO) responsibilities include, but are not limited to:

1. Ensuring teleworkers comply with [SBA Computer Security and Use policies](#);
2. Establishing procedures for teleworkers to access work and work-related software applications;
3. Advising telework employees on OCIO system requirements;

4. Providing technical assistance and training to employees working at an official duty station or approved alternate worksite on the access and use of SBA networks; and
5. Issuing and accounting for SBA IT and related SBA property made available to teleworkers.

H. Servicing Human Resources Office (SHRO)

OHRS is the SHRO for employees in Headquarters, Field Operations, non-OIG and non-ODA employees, employees in Headquarters or Field Operations. SHROs are responsible for tracking telework schedules and ensuring proper telework reporting for processing employee time and attendance records. The SHRO for employees in Office of Disaster Assistance (ODA), is ODA's Office of Disaster Personnel (ODP).

I. Employees

Employees who express an interest in teleworking are responsible for:

1. Becoming familiar with and adhering to the guidelines set forth in this policy and other SBA directives, procedures and practices related to the Agency's telework program and requirements;
2. Completing [Telework Fundamentals - Employee Training](#) and certificates of completion prior to commencement of telework;
3. Completing and signing a Telework Agreement in [WebTA](#), as well as submitting all other required telework request, modification, or termination documentation to the supervisor for approval or notice as appropriate;
4. Consulting with the supervisor in a timely manner if no response is received on a request to participate in the Telework Program after five (5) business days of submitting required documents, or to initiate the administrative or negotiated grievance process for a telework-related decision;
5. Providing written notification to the supervisor in a timely manner if no response is received on a request to participate in the Telework Program after 15 business days of submitting required documents. (See Section [6.5.3 Telework Approval Process](#));
6. Modifying [transit subsidy benefits](#), as applicable, based on changes to telework schedules;
7. Reporting to the official duty station, as required, on non-telework days and upon termination or withdrawal from the Telework Program;

8. Providing timely notification to supervisors of the request for unscheduled telework (ad hoc), unscheduled leave, or other available flexibilities during emergencies;
9. Maintaining regular communication with supervisors, SBA colleagues, and other individuals as required in the performance of their assigned duties and responsibilities while teleworking;
10. Following the assigned telework schedule;
11. Being available and accessible for communication with all individuals during telework hours;
12. Performing assigned work and fulfilling assigned duties and responsibilities while teleworking;
13. Not engaging in direct dependent care or any other personal responsibilities while teleworking during work hours;
14. Reporting injuries incurred while teleworking (including injuries sustained in the home) to the supervisor immediately and complying with time frames outlined in [SBA Workers' Compensation guidance](#);
15. Safeguarding at the telework location (including in the home) the privacy and security of SBA data, files, records, and access to SBA and federal information technology from unauthorized users (including family members); adhering to all applicable Federal and SBA directives on information, IT operations, and security;
16. Ensuring any Government-provided property is only used for official Government business and only by authorized Government personnel;
17. Receiving advance approval from supervisors regarding any changes in the Telework arrangement (e.g., location, compliance with safety requirements, etc.);
18. Tracking all telework through the appropriate telework codes in SBA's time and attendance system, WebTA;
19. Providing written notification of any decision to temporarily request modification or termination of the telework schedule or agreement. For OA employees, any final action with regards to the Telework Program must be delegated and approved by the Chief Counsel for Advocacy (P.L. 94-305);

20. Complying with all regulations and policies governing the Telework Program, including the negotiated MLA, as applicable; and
21. Complying with [SBA Computer Security and Use policies](#)

For additional guidance, please see the Self-Certification Safety Checklist located under Policies & Procedures on [SBA's Telework SharePoint](#) site.

SECTION 5 – DELEGATIONS OF AUTHORITY

The Administrator delegated authority to the CHCO to perform personnel-related functions including telework. In this capacity, the CHCO serves as the Agency's Telework Managing Officer and can further redelegate this role. Managers and supervisors have authority to make decisions concerning telework for their employees. This includes approval or disapproval on requests, modifying, and terminating telework agreements and alternative work arrangements. Any final action with regards to the Telework Program for the Office of Advocacy employees (P.L. 94-305) is approved by the Chief Counsel for Advocacy.

SECTION 6 – THE SBA TELEWORK PROGRAM

6.1 Policy Overview

It is the policy of SBA to authorize, to the maximum extent possible, telework which enhances the Agency's ability to achieve its mission. SBA recommends all employees meeting eligibility and suitability criteria have, at a minimum, an ad-hoc (situational) Telework Agreement to ensure optimum efficiency and employee safety in the case of an emergency situation affecting normal operations. Supervisors and managers are encouraged to make decisions on all new employees' ad hoc Telework Agreement requests within 10 business days if employees meet eligibility and suitability criteria. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305).

Managers and supervisors are required to review, at least annually, all Telework Agreements of employees interested in continuing participation in the program. The review of an agreement does not require any changes in the approved Telework Agreement in WebTA unless there are new factors affecting the employee's eligibility, telework work schedule modifications, or the office's mission requirements. While telework is encouraged, it is neither an employee entitlement nor a job requirement.

This policy prescribes eligibility and suitability criteria for the approval of Telework Agreements. It is the policy of SBA to administer the Telework Program on a fair and equitable basis, without discrimination on the basis of race, color, religion, age, gender, national origin, political affiliation, sexual orientation, gender identity, marital or family

status including pregnancy, personal favoritism, membership, or non-membership in an employee organization or holding of office in an employee organization.

6.2 Introduction

Telework is a workplace flexibility that is beneficial to both the Agency and the employee. Telework is defined in the [Telework Enhancement Act of 2010](#) as "a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work".

This work alternative is intended to:

1. Promote SBA as an employer of choice by recruiting and retaining high-quality employees who have more flexibility and choices to provide a better work-life balance;
2. Provide a contingency plan for SBA program operations when warranted by emergency situations impacting the Agency's operating status;
3. Assist SBA in achieving its [strategic and human capital goals](#);
4. Enhance SBA's efforts to employ and accommodate people with disabilities, including employees who have temporary or continuing health problems, or who might otherwise separate under disability retirement;
5. Reduce traffic congestion and decrease energy consumption and pollution emissions as a result of commuting to and from the employee's traditional office location; and
6. Reduce office space requirements, parking requirements, and transportation costs, including costs associated with the Agency's payment of the transit subsidy.

6.3 Employee Eligibility to Telework

1. Employee eligibility criteria for participating in the Telework Program include:
 - a. A final performance rating of at least "Meets Expectations", Level 3, on their last SBA appraisal of record;
 - b. Completing the required probationary or trial period (unless waived by the supervisor or manager);
 - i. Not temporarily or permanently serving in a position ineligible for telework; and

- c. Other characteristics relevant to the Telework Program as documented by the supervisor and supported by established ethical standards, organizational requirements, policies, or procedures.
2. Employees are ineligible to participate in the Telework Program when the following conditions exist:
- a. The employee's most recent SBA final rating of record is less than "Meets Expectations", Level 3. The employee must have, and continue to maintain, a performance level of at least "Meets Expectations", Level 3, in order to participate in the program;
 - b. The employee refused to follow established telework program participation procedures and practices;
 - c. The employee does not have access to technological components and equipment when required to perform the work;
 - d. The employee has been officially disciplined¹ (i.e., in receipt of a decision letter or an SF-50 documenting a formal disciplinary or adverse action) for being absent without leave (AWOL) for more than five (5) days² in any calendar year;
 - e. The employee has been officially disciplined for violations of [the Standards of Ethical Conduct for Employees of the Executive Branch](#) (subpart G) for reviewing, downloading, or exchanging pornography, including child pornography, while on a Federal Government computer or while performing official Federal Government duties;
 - f. The employee has been officially disciplined for charges related to misuse of a government computer in their eOPF.

Supervisors and managers must terminate telework agreements of employees who are not eligible or lose their eligibility. Employees must go through the administrative or negotiated grievance process to appeal decisions related to denials, terminations, or modifications of telework agreements, including time frames for reinstating employees'

¹ The type of disciplinary action determines the timeframe of ineligibility based on the documentation in the employee's official personnel folder. If the disciplinary letter in the file is time-limited, the employee may be eligible for telework upon removal of the letter from the file. If the disciplinary letter becomes a permanent document in the employee's file, then the employee is permanently prohibited from teleworking.

² In defining the term "day" for the purpose of determining when an employee has been absent without permission (AWOP) for more than five (5) days in any calendar year, the term "day" is associated with the employee's tour of duty that is established/approved by the supervisor or manager.

eligibility to participate in the Telework Program. However, employee ineligibility due to violations of statutory requirements are considered final and not eligible for appeal.

6.4 Suitability of Positions for Telework

Positions suitable for telework are primarily those involving portable tasks and work activities; do not depend on the employees being at the SBA official worksite each workday; and are conducive to work performed outside of SBA's official worksite. It is the policy of SBA to make as many positions as appropriate eligible for telework.

1. Tasks and functions generally suited for telework include, but are not limited to:
 - a. Thinking and writing;
 - b. Policy development;
 - c. Research through the Internet and other available information technology resources;
 - d. Analysis (e.g., program analysis, financial analysis);
 - e. Report writing;
 - f. Loan review and processing;
 - g. Telephone-intensive tasks (work that can be accomplished primarily through use of a telephone, such as, setting up a conference, participating in a teleconference, obtaining information, or contacting customers);
 - h. Computer-oriented tasks (e.g., making virtual presentations, hosting customer outreach webinars, data entry, word processing, web page design, Power Point presentation development and IT systems support); and
 - i. Other duties or tasks that are deemed appropriate after the publication of this SOP.
2. Positions not generally suitable for telework include:
 - a. Positions requiring the employee to have daily in-person face-to-face contact with the supervisor, colleagues, customers, or the general public in order to perform the job effectively;
 - b. Positions involving duties which cannot be performed via email, telephone, fax, video conference or similar electronic means; and

- c. Positions requiring daily access to classified information or secure materials.

6.5 Telework Application Process

6.5.1 Telework Arrangement Options

Employees meeting established criteria may telework from their residence, or other approved alternate worksite, within or outside of the geographic location of their official duty station under the following arrangements:

- a. **Routine Telework** – One-time authorization for the employee to telework on a regular and recurring basis. Occurs as part of a previously approved, ongoing, and regular schedule.
- b. **Ad-hoc (Situational)** – Authorization provided on an occasional, case-by-case, or one-time basis for the employee to telework.

Employees who telework on an ad hoc basis must submit each request for telework dates in WebTA for approval to the supervisor or designee. Approval must be obtained prior to the start of the ad hoc telework day.

- c. **Unscheduled Telework** – Available to employees, with an approved telework agreement, only in response to a change in operating status such as a dismissal, closure, or emergency situation.

6.5.2 Requesting Telework

Participation in the Telework Program is voluntary. Employees who meet the eligibility and suitability criteria may initiate a formal request to participate in the Telework Program. Instructions and forms to request telework in WebTA are located under the Employee Resources and Policies & Procedures sections on [SBA's Telework SharePoint](#) site.

6.5.3 Telework Approval Process

Participating in the Telework Program. An approved Telework Agreement must be in place before an employee can telework. Within five (5) business days of receiving an employee's request to participate in the Telework Program, the supervisor or manager will consult the appropriate SHRO staff and Telework Program Manager on employee eligibility and discuss the arrangement with the employee. If employees have not been contacted by their supervisors within five (5) workdays after submitting their request, they are encouraged to follow up with the supervisor regarding the status. The

supervisor should make a determination as soon as possible after receiving notification from the employee following up on the status of their telework request. If approved to participate in the program, specific terms of the Telework Agreement, including any modifications to the employee's requested schedule, will be captured in the agreement and may include an addendum. The supervisor will finalize the agreement and meet with the employee to explain the requirements and expectations of teleworking and will ensure the employee is telework-ready. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305).

If the manager or supervisor denies the request or fails to provide a decision after 10 business days, employees may request reconsideration of their telework application in writing, by notifying the Program Office Head within 15 business days. The Program Office Head will provide a written decision within five (5) business days. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305).

When the supervisor denies an employee's formal request to participate in the Telework Program, the supervisor must provide written justification for the decision. Common reasons for denying a telework request includes employee's ineligibility, incumbency of a position not meeting suitability criteria, performance deficiencies, or other business-related reasons.

Ad Hoc (Situational) Telework Requests. Employees on ad hoc telework agreements (or on regular telework agreements who wish to deviate from their telework schedules) must receive written approval in advance from the immediate supervisor for each occasion they wish to telework. Employees should submit requests for ad hoc telework, in writing, well in advance, typically five (5) business days prior to the requested telework date or as soon as practicable.

The supervisor should provide the employee with a written decision on the request for ad hoc telework within one (1) business day of receiving the request. Employees are encouraged to consult with the supervisor regarding the status of the request when no response has been provided by the business day before the requested telework date. The employee should forward the request to the second-level supervisor, if applicable, or Program Office Head prior to the requested telework date when the supervisor is not responsive or available. Employees may not proceed with performing ad hoc telework without first receiving approval from the supervisor even if no response was received.

Occasionally, supervisors may deny an ad hoc telework request for business-related reasons. Such denials must be given to the employee in writing with the justification.

6.5.4 Withdrawals, Terminations, Suspensions, and Modification

Employees can voluntarily withdraw or cancel their Telework Agreements at any time, resulting in removal from the Telework Program. Employees and supervisors may informally discuss and initiate a change to an existing telework arrangement at any time. Teleworkers may be called into the office if their presence is required on a telework day. Modifications resulting in permanent changes (i.e., work schedule, scheduled telework day, new location, etc.) are considered formal and require the employee to initiate a new agreement for the supervisor's decision. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305)

Employees are permitted to submit formal requests to modify their telework agreement in writing once per quarter (or more often for unusual circumstances or emergencies on a case-by-case basis). All formal modification requests must be in writing and must be approved by the supervisor. Supervisors must provide a decision on an employee's telework modification within 10 business days. If the formal modification is denied by the supervisor, the employee may request to go through the administrative or negotiated grievance process (see [Appeals](#) section below). All approved informal and formal modifications of telework agreements must be updated by the employee and approved in WebTA by supervisors.

The manager or supervisor has the authority to modify, suspend, or terminate Telework Agreements when the position's duties materially change, an employee loses eligibility or an employee fails to comply with provisions of this policy, the Telework Agreement, computer security requirements, the Privacy Act, or other SBA directives; the incumbency of a position does not meet suitability criteria for telework; or there is a change in circumstances of the organization requiring employees to report to the official duty station. As much as is reasonably possible, a supervisor's written decision to modify, suspend, or terminate a telework agreement must be provided to employees the later of 10 business days or one full pay period in advance of the effective date of the modification, suspension, or termination date.

The supervisor may want to consult with the SHRO prior to suspending, terminating, or modifying a telework agreement that reduces the number of telework days during the pay period.

The supervisor must provide the employee with a written explanation of the basis for such actions and, when possible, provide at least one full pay period advance notice before the action is effective. However, a supervisor can terminate a telework agreement without advance notice when the employee violates the criteria to participate in SBA's telework program as stated in [Section 6.3](#) herein.

6.5.5 Appeals

Employees may appeal telework-related decisions, such as the denial to participate in telework, denial of ad-hoc telework requests, modification of a telework arrangement, or termination of a Telework Agreement through the administrative or negotiated grievance process.

6.6 Accommodations for Employees with Disabilities

It is important to distinguish between ordinary requests to telework and requests for a reasonable accommodation. The employee, approving officials, and supervisors must consult and follow the Reasonable Accommodation Procedures in the [Reasonable Accommodation and Personal Assistance Service Policy and Procedure](#) SOP. Therefore, employees or supervisors must contact the Disability Employment Program Manager (DEPM) with the Office of Diversity, Inclusion and Civil Rights (ODI&CR) and visit their [website](#) for reasonable accommodation guidance and requirements under the law.

6.7 Official Worksites for Location-Based Pay Purposes

The official worksite for a General Schedule employee covered by a telework agreement is the location of the SBA worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to the SBA worksite. It is up to SBA to determine how often an employee reports to the SBA worksite. If an employee is not scheduled to report to the SBA 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. Certain temporary exceptions may apply ([5 CFR 531.605\(d\)](#), [5 CFR 530.302](#), [5 CFR 591.201](#), [Handbook on Workplace Flexibilities and Work-Life Programs for Elder Care \(opm.gov\)](#), and [OPM's Official Worksite for Location-Based Pay Purposes Fact Sheet](#)). SBA must document an employee's official worksite on the employee's Notification of Personnel Action (Standard Form 50 or equivalent). (See "Duty Station" blocks 38 and 39 of the Standard Form 50 showing the city/county and state in which the official worksite is located.)

SBA must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:

1. In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by SBA as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if an employee routinely varies their work office or facility locations and performs their duties at least twice each biweekly pay period in the same geographic locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area. However, the employee must select and have the telework location(s) approved in writing and in advance by the supervisor. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305). The employee must ensure all required telework agreement requirements (located on [SBA's Telework SharePoint](#) site) are approved for each telework location.
2. The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements" below.

6.7.1 Temporary Telework Arrangements

In certain emergency and temporary situations, SBA may, on a case-by-case basis, approve an exception to the requirement to report to the regular worksite at least twice each biweekly pay period to receive the locality payrate applicable for the regular worksite. The intent of this exception is to address certain situations where the employee is retaining a residence in the commuting area for the regular worksite but is temporarily unable to report to the regular worksite for reasons beyond the employee's control. The fact that an employee may receive lesser pay or benefits if the official worksite is changed to the telework location is not a basis or justification for using this temporary exception. A key consideration is the need to preserve equity between the telework employee and non-telework employees who are working in the same area as the telework location. Also, the temporary exception should generally be used only in cases where:

1. the employee is expected to stop teleworking and return to work at the regular worksite in the near future, or

2. the employee is expected to continue teleworking but will be able to report to the regular worksite at least twice each biweekly pay period on a regular and recurring basis in the near future. Examples of appropriate temporary situations include:
 - a. Recovery from an injury or medical condition;
 - b. Emergency situations preventing an employee from regularly commuting to the regular official worksite, such as a severe weather emergency or a pandemic health crisis. (For instance, in the aftermath of a hurricane or flood, an employee may be forced to temporarily relocate, making commuting to the regular worksite twice each biweekly pay period on a regular and recurring basis not possible. If SBA sets up telework arrangements for the employee, a temporary exception to the twice-a-pay-period requirement would be appropriate);
 - c. An extended period of approved absence from work (e.g., paid leave);
 - d. A period during which the employee is in temporary duty travel status away from the official worksite; or
 - e. A period during which an employee is temporarily detailed to work at a location other than a location covered by a telework agreement.

An exception is not appropriate in all time-limited situations. For example, assuming there are no additional circumstances such as those described above that would make an exception appropriate, SBA would designate the employee's telework site as the official worksite and the employee would be considered a remote worker (refer to Remote SOP 33 60 for guidance) in situations such as the following:

1. SBA hires an employee under a temporary or time-limited appointment and authorizes the employee to work from home, and the employee is never scheduled to work at, or report at least twice each biweekly pay period to, a regular worksite (or expected to do so in the near future);
2. An employee changes his or her place of residence to a distant location where commuting at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is not possible (i.e., the

employee no longer has a residence in the commuting area for the regular worksite and thus cannot reasonably be viewed as being part of the local labor market for the regular worksite).

6.7.2 Other Benefits

The location of an employee's official worksite may affect other benefits. Employees traveling on official business in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement ([5 U.S.C. 5702](#) and [CPM 2021-17: Additional Guidance on Post-Reentry Personnel Policies and Work Environment \(opm.gov\)](#)).

6.7.3 Temporary Agreement for Working in a Different Geographic Location

In certain situations, SBA may grant a temporary exception to the physical reporting requirement, such as for employees to care for elderly family members ([Handbook on Workplace Flexibilities and Work-Life Programs for Elder Care \(opm.gov\)](#)) in a different geographic location. For more information, see [OPM's telework webpage](#) and the [Official Worksite for Location-Based Pay Purposes Fact Sheet](#).

As is the case for any telework arrangement, telework from a temporary location away from an employee's official worksite should be accompanied by a formal written telework agreement that spells out expectations. If SBA approves a temporary exception to the physical reporting requirement, there is no change to an employee's worksite or location-based pay. Extensions of telework from a temporary location away from an employee's official worksite may be granted on a case-by-case basis.

For additional guidance on the use of telework for Elder Care, please refer to OPM's [Handbook on Workplace Flexibilities and Work-Life Programs for Elder Care \(opm.gov\)](#).

6.8 Pay, Leave, and Work Schedules

6.8.1 Pay

Certain location-based pay entitlements (such as locality payments, special rate supplements, and nonforeign area cost-of-living allowances) are based on the location of the employee's official worksite associated with the employee's position of record. The official worksite generally is the physical location where the employee regularly reports to perform their duties.

SBA designates the location of the official worksite (duty station) for employees based on one or more of the following considerations: the position description's duty location, the employee's current SF-50s; the reassignment SF-50s or for new hire employees, the duty location if indicated on the vacancy announcement or stated on SBA's official conditional offer of employment letter. Some SBA employees covered by a telework agreement, may also have their location designated on a case-by-case basis. SBA will use the following criteria:

1. The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each bi-weekly pay period on a regular and recurring basis to that regular worksite.
2. The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each bi-weekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, or other alternative worksite), except in certain temporary situations.
3. In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each bi-weekly pay period to the regular worksite established by SBA as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite.

For example, if a telework employee with a varying work location works at least twice each bi-weekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each bi-weekly pay period to that official worksite to maintain entitlement to the locality payment for that area.

6.8.2 Eligibility for Premium Pay While Teleworking

Typically, the same premium pay rules apply to employees who telework as they would to employees who report into their regular worksites.

Holiday premium pay - For each hour of holiday work, employees receive holiday premium pay. Holiday premium pay is equal to an employee's rate of basic pay. Employees who are required to work on a

holiday during their tour of duty receive their rate of basic pay, plus holiday premium pay, for each hour of holiday work.

Night pay - Night pay is a 10 percent differential paid to employees for regularly scheduled work performed at night (before 6 a.m. and after 6 p.m. local time). It is computed as a percentage of the employee's rate of basic pay (including any applicable locality payment or special rate supplement). A teleworker may not earn night pay by choosing to work at night. Night pay is paid for regularly scheduled work performed at night. This generally means work scheduled before the beginning of the administrative workweek. However, night pay is also paid for night work on a temporary assignment to a different daily tour of duty during the administrative workweek.

Sunday premium pay - An employee is entitled to Sunday premium pay equal to 25 percent of his or her rate of basic pay for each hour of Sunday work. For this purpose, Sunday work consists of non-overtime work during an employee's regularly scheduled basic tour of duty (not to exceed eight (8) hours) that begins or ends on a Sunday.

6.8.3 Leave and Work Scheduling Flexibilities

Employees are required to follow established SBA practices and policies for requesting and obtaining approval of leave and work scheduling changes when teleworking. Therefore, similar to working at a regular worksite, employees can use leave, time-off awards, compensatory time hours earned, or credit hours earned as needed and subject to supervisory approval. When an early dismissal is authorized, it is applicable to teleworkers as well, unless the employee (regardless of working in the office or teleworking) is required to continue to work to meet exigent mission requirements. NOTE: In instances when a teleworker is able to work safely at an approved telework site during severe weather or other emergency situations, an early dismissal/weather and safety leave will not be authorized.

Telework is work time (hours of duty) and is not to be used for any purposes other than official duties. Human Resources policies remain in effect and are unchanged by being in a telework status. The governing rules, regulations, and policies concerning time and attendance, work schedules, leave, compensatory time, credit hours, time-off awards, hours of work, and overtime apply regardless of whether the employee works at an SBA worksite or at an alternate worksite. Employees participating in the Telework Program must accurately record work hours spent in telework status using the established bi-weekly time and attendance system (WebTA). Employees and supervisors must consult with their timekeepers to ensure the correct telework codes are inputted on employees' WebTA timesheet submissions.

Employees must indicate on their timesheet whether the telework hours worked are routine, ad-hoc, or unscheduled telework, as appropriate.

Management is responsible and accountable for supervising work in accordance with the Fair Labor Standards Act (FLSA) wages and overtime provisions. All employees, teleworking or not, are required to follow established SBA practices and policies for requesting and obtaining approval of leave, overtime, or any change to the work schedule.

6.8.5 Telework and Alternative Work Schedules

Telework Schedule. The supervisor is responsible for determining and approving each subordinate's initial work schedule for "regular/routine" and "situational/ad-hoc" telework days on a case-by-case basis. This includes determining how many days per pay period are appropriate for employees to telework. Telework schedule determinations are not made arbitrarily, but by using business-related criteria. Each request to telework must be considered with regard to impact on the organization, equity and fairness among employees, customers, and achieving SBA's mission. Telework "regular/routine" and the option for both "regular and ad-hoc" scheduled workdays are set up and approved in the WebTA system. Likewise, employees who choose to request only "situational/ad-hoc" telework days must still initially create and have a WebTA telework agreement approved. However, for "situational/ad-hoc" only telework agreements, the employees will not select any days off during the pay period.

Alternative Work Schedules (AWS). AWS are comprised of *compressed* and *flexible* work schedules. Compressed work schedules enable full-time employees to complete the basic 80-hour biweekly work requirement in less than 10 workdays. Flexible work schedules are voluntary work schedules where employees may choose their time of arrival and departure, within limits or "time bands," with the approval of supervisors or managers. SBA employees may work approved AWS in combination with telework without restriction to either arrangement (telework/AWS) if consistent with organizational and work team needs.

6.9 Performance Management

Performance standards for teleworking employees are the same as performance standards for non-teleworking employees.

Teleworkers and non-teleworkers are treated the same for purposes of:

1. Periodic appraisals of job performance of employees;

2. Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees;
3. Work requirements; and
4. Other acts involving managerial discretion.

Management expectations for performance should be clearly addressed in an employee's performance plan, regardless of whether or not the employee is a teleworker. When an employee participates in telework, expectations related to accountability do not differ by virtue of the telework arrangement.

6.10 Telework and Dependent Care

Used appropriately, telework, along with other workplace flexibilities, can facilitate the management of work and dependent care allowing for a better work-life balance and a more engaged and productive employee. As such, the presence of dependents in the household should not be a bar to teleworking. Employees are reminded, however, not to engage in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, teleworkers must be careful to keep interruptions to a minimum to avoid disruptions in work accomplishment. Employees may not telework with the intent of performing dependent care responsibilities during work hours while performing official duties. While performing official duties, teleworkers are expected to arrange for dependent care just as they would if they were working in the office. For example, a self-sufficient child or elderly relative could be at home with the teleworker during work hours, as long as they do not interfere with the employee's official duties.

Additionally, SBA recognizes that there may be unplanned or temporary circumstances (e.g., an unscheduled telework day when schools are closed) and telework may be an appropriate short-term workplace flexibility for employees with caregiving responsibilities. These short-term temporary circumstances must represent the exception and not the rule. In these short-term, temporary telework situations, there can be a dual benefit for both SBA and the employee. If the employee has either a "routine" or "ad-hoc" approved telework agreement, the supervisor may exercise discretion in determining whether an employee can accomplish at least some part of their duties from the telework site in these types of unplanned situations. The employee's focus should remain on the work, while striking a balance with the employee's caregiving responsibilities. In effect, employees could be allowed to telework during the time they are not responsible for dependent care responsibilities and be required to take appropriate leave or other approved time off while performing dependent care responsibilities. In the event the level of care needed for a dependent prevents or significantly disrupts the employee's ability to accomplish work, teleworkers must notify their supervisors as soon as possible about the situation preventing the teleworker from continuing work or a disruption of their work. Teleworkers should then request approval for appropriate leave (e.g., sick leave, annual

leave, or leave without pay) or other paid time off (e.g., compensatory time off, earned credit hours, or hours granted as a time-off award) for performing dependent care responsibilities during work hours. Supervisors will decide, after discussion with the employee, whether the unplanned or unique situation will allow the employee to successfully telework without jeopardizing work performance. Failure to comply with the terms of the telework agreement, or diminishment in the employee's performance could result in suspension or even termination of an employee's telework agreement.

Employees are reminded that while teleworking, all workplace policies remain in place, including regular hours of work, telework start/end times, rules regarding time and attendance, and employee expectations concerning performance and conduct. Teleworking employees are expected to account for work and non-work hours during their tour of duty and request to use appropriate leave (paid or unpaid) to account for time spent away from normal work-related duties (e.g., to care for a dependent). Employees are reminded that participation in SBA's Telework Program is discretionary and not a right. Therefore, open communication and good performance management are critical to effectively and successfully participating in SBA's Telework Program.

6.11 Weather and Safety Leave and Unscheduled Telework

6.11.1 Use of Weather and Safety Leave and Telework

During an emergency situation or severe weather, employees will have to decide on a course of action based upon the workplace flexibilities provided under the operating status announcement made for the affected workday.

It is important to note that, as a result of the [Administrative Leave Act of 2016](#), SBA will not be able to provide weather and safety leave to a telework program participant who is not prevented from working safely at an approved telework site during severe weather or other emergency situations. Generally, employees who are telework program participants will not receive "weather and safety" leave, since they are not usually prevented from performing work at an approved location due to a weather or other safety-related emergency.

Under OPM's weather and safety leave regulations, all telework program participants will be ineligible for weather and safety leave when a closure is announced except in rare circumstances when one of the exceptions under [Title 5 C.F.R. 630.1605\(a\)\(2\)](#) applies (discussed below). Employees participating in a telework program must telework, take other leave (paid or unpaid) or paid time off (as approved by SBA), or a combination of both, unless an exception applies.

Applicable Exceptions:

Unexpected weather. SBA may provide weather and safety leave to a telework-ready employee who, in SBA’s judgment, could not have reasonably anticipated the severe weather or other emergency condition and therefore did not take home needed equipment or work. (For example, an area weather forecast changes dramatically during the weekend so an employee cannot reasonably be expected to telework on Monday.)

Unsafe telework site. SBA may provide weather and safety leave to a telework-ready employee who is prevented from safely working at the telework site (such as by flooding, a roof collapse, emergency evacuation orders, etc.) as a result of the severe weather or other emergency event. In this case, the home or other approved telework site is also impacted in such a way that work cannot be safely performed.

6.11.2 Unscheduled and Emergency Telework

OPM or SBA authorized officials may announce emergency operating status or an office or building closure that permits unscheduled telework.

In the event that emergency operating status is declared due to weather conditions:

1. Eligible employees who are telework-ready may telework when an operating status announcement includes “unscheduled telework”—if such action would not unduly interfere with mission accomplishment. Employees must notify his or her supervisor of the intent to use unscheduled telework.
2. Employees who have a regularly scheduled telework day will be expected to telework or take unscheduled appropriate leave.
3. Employees who have situational/ad-hoc telework agreements in which they agree to telework in instances of closure due to weather must telework.
4. Telework employees already performing telework when an early departure is announced generally may not receive weather and safety leave. They must account for the entire workday by teleworking, taking unscheduled leave (paid or unpaid) or other paid time off, or a combination, in accordance with law, regulations, Agency policies and procedures, and any applicable collective bargaining requirements.

5. For delayed arrival status announcements, employees who have a regularly scheduled telework day will be expected to telework beginning at their regularly scheduled time.
6. For delayed arrival status announcements with the option for unscheduled leave or unscheduled telework, telework-ready employees must notify their supervisors that they are using the option of unscheduled leave or unscheduled telework instead of reporting to the regular worksite, in which case they will not receive weather and safety leave—and will be responsible for accounting for the entire workday by taking other leave (or paid time off), performing telework, or a combination. If unscheduled telework is chosen, employees must begin work on time.
7. If employees on regularly scheduled telework or with situational/ad-hoc telework agreements that require telework cannot work at the alternative worksite due to weather and unsafe conditions (e.g., loss of power, flooding, roof collapse, etc.), they will be granted weather and safety leave.
8. If SBA or the program office determines that anticipated weather conditions may impact operations, it may notify telework ready employees of office operating procedures to be followed.

If the emergency operating status is due to an emergency closure of a building or office, or evacuation of the local area, the same rules specified in (1) – (4) and (7) – (8) shall apply unless SBA or the program office activates its COOP.

If circumstances occur on a day (i.e., the unusual situation when a teleworker is unprepared to telework because the event could not be readily anticipated) where an otherwise telework-ready employee was required to report to the official duty station location or expected to telework but was prevented from teleworking, (e.g., the normal workplace is rendered unsafe following a fire, earthquake, or flash flood) and the employee does not have equipment or materials needed to perform work, then “weather and safety leave” will be granted.

For more information, please refer to the [Weather and Safety Leave Final Rule](#).

6.12 Continuity of Operations Plan (COOP)

Telework is incorporated into SBA’s COOP. U.S. Department of Homeland Security Federal Emergency Management Agency Federal Continuity Directive (FCD) 1, Federal

Executive Branch National Continuity Program & Requirements, U.S. Department of Homeland Security, January 17, 2017 ([Federal Continuity Directive 1 - January 17, 2017 \(fema.gov\)](#)), defines COOP as “an effort within the Executive Office of the President and individual departments and agencies to ensure that essential functions continue to be performed during disruption of normal operations”.

There is a direct relationship between an organization’s COOP plan and telework. The two programs share the basic objective of performing and maintaining an organization’s functions from an alternative location. Telework is a core part of SBA’s COOP planning because it allows SBA to retain functionality when emergencies result in employee dismissals, office closures, or disruptions to operations. As a result, to ensure continuity of operations in the case of a health pandemic or an activation of the COOP plan, the requirement for an authorized telework agreement is not applicable during COOP events. However, telework may not be a viable strategy for continuing essential functions during all events (e.g., cyber events, mass power outage). Telework does continue, however, to be required as part of SBA’s contingency planning. Therefore, during a declared COOP event, with the exception of a few case-by-case situations, all affected employees may be required to telework regardless of whether the employees have approved telework agreements.

In COOP situations, employees capable of teleworking will be required to telework even if the employees do not want to telework, are generally ineligible to telework, or if they do not have a telework agreement. If there is a conflict between the COOP plan and this policy with regard to emergencies of this nature, COOP, and its procedures and guidance supersede this policy in accordance with [5 U.S.C. 6504\(d\)\(2\)](#).

When using telework as a strategy to support essential functions during a continuity event, it is imperative for supervisors to identify in advance those employees designated as emergency personnel for COOP situations (i.e., employees on SBA’s various COOP teams) and which functions can be conducted via telework, including evaluating the use of telework for supporting extended continuity operations and use by emergency personnel.

SECTION 7 – SBA PROPERTY (COMPUTERS AND EQUIPMENT)

SBA issues Government-owned property (primarily laptops to all employees regardless of telework status). If an employee does not have access to internet connectivity (Wi-Fi or a hot spot) at the telework site (e.g., the home) and the individual’s duties require computer access, the employee will be required to work at the official duty station. The employee will be considered for teleworking when the employee certifies the required technology is available to telework safely and effectively.

The immediate supervisor may identify equipment requirements for the alternate work site in accordance with [SBA Computer Security and Use policies](#). SBA Information Technology staff may be limited in the support they can provide to teleworkers

concerning privately-owned computer equipment. Variations in the installation and configuration of software and hardware components on an employee's personal computing device restrict the advice SBA technicians can safely and accurately provide. Employees are responsible for ensuring system compatibility with SBA networks and compliance with computer and information security standards.

Any Government items provided to an employee remain the property of the U.S. Government and must be managed and handled in accordance with Government-wide and SBA-specific policies and guidance. The general principle is that the Government may not provide items that are used significantly for non-official activity.

SECTION 8 – WORKERS' COMPENSATION AND LIABILITIES

All telework employees performing official duties are covered by the [Federal Tort Claims Act](#) or the [Federal Employees Compensation Act](#) (FECA) and therefore qualify for workers' compensation for on-the-job injury or occupational illness, whether at the traditional office or the alternate work site in the specified office area. The employee must notify the supervisor immediately of any accident or injury at the alternate duty station, provide details of the accident or injury, and complete appropriate Workers' Compensation forms.

Offices in the home require adequate workspace, light, telephone service, utilities, and temperature control. Employees must self-certify the adequacy of workspace in their homes prior to beginning a telework arrangement. Supervisors may deny an employee the opportunity to telework or may terminate a Telework Agreement based on safety-related issues or suspected hazardous materials in the home. All work-related injuries must also be reported to SBA's Workers' Compensation Specialist.

SECTION 9 – RECORD RETENTION

All SBA Telework Agreements will be created, modified, and stored in WebTA in accordance with the retention schedule for time and attendance records. Also, all telework approval documentation (i.e., emails, written approvals, etc.) must be carefully and consistently collected either manually or electronically for reporting and auditing purposes.

9.1 Reporting

Each year, OPM prepares and submits a report to the Congress that addresses the telework programs of each agency. This annual collaboration between OPM and agency TMOs and Telework Coordinators often begins with a Call for Telework Data from OPM to the agencies and culminates in the [Status of Telework in the Federal Government Report to Congress](#).

APPENDIX A – DEFINITIONS

Ad Hoc Telework – Approved telework performed on an occasional or one-time basis; also referred to as situational, episodic, intermittent, or unscheduled telework.

Administrative Leave/Excused Absence – Status authorized by designated management officials or supervisors permitting employees to be off duty without loss of, or reduction in, pay or accrued leave for a specified period of time.

Alternative Worksite – A place away from the official duty station location officially approved for the performance of assigned duties. Examples include an employee’s home or other approved worksite satisfying safety, security, and other criteria established by this policy; includes a facility established by state, local or county governments, or private sector organizations for use by teleworkers. For OA employees, any final action with regards to the Telework Program must be delegated and approved by the Chief Counsel for Advocacy (P.L. 94-305). This excludes SBA Office of Field Operations locations established under the Alternate Work Sites, SOP 00 80.

Bargaining Unit Employee (BUE) – A non-management employee who holds a position represented by a Local of the exclusive Union representative.

Denial – This option is used by the supervisor, manager, or Program Office Head when documentation shows an individual does not meet established position suitability or employee eligibility criteria for participation in the Telework Program; or by the supervisor to refuse ad hoc telework requests on a case-by-case basis. This is also the default status of formal telework requests when these officials do not approve telework agreements within the prescribed timeframes. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305).

Dependent Care – Providing aid, support, help, maintenance, etc. as in the case of providing childcare, elder care, or care of any individual.

Eligible Employee – An employee who meets the statutory, performance, conduct, and attendance criteria as set forth in this SOP.

Fair Labor Standards Act (FLSA) - A Federal law establishing minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments. In addition, FLSA exempts specified employees or groups of employees from the application of certain of its provisions. As such, every employee is categorized, based on their job, as either exempt or nonexempt. FLSA is published in sections 201-219 of title 29, United States Code (U.S.C.). Additional guidance may be found at [OPM.gov](https://www.opm.gov).

Mobile Work - Duties characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternate worksite. Examples of mobile work

include, but are not limited to, site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on temporary duty.

Official Duty Station – The employee’s Federal office or remote work physical location, where an employee would work absent an authorized Telework Agreement. All pay, special rates, taxes, and travel entitlements are based on the official duty station. Employees should refer to their Notification of Personnel Action, SF- 50B, Item No. 39, to identify their official duty station.

For travel purposes, the official duty station is an area defined by the agency that includes the location where the employee regularly performs his or her duties. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no part of the area is more than 50 miles from where the employee regularly performs his or her duties. (See 41 CFR 300-3.1.) The proximity of travel to the employee’s official worksite determines whether an expense is reimbursed as a local transportation expense or as a temporary duty (TDY) travel expense incurred away from the employee’s official station as described in the Federal Travel Regulation (FTR) in 41 CFR parts 301-304.

Participant – An employee who has voluntarily requested a telework arrangement and has an authorized Telework Agreement in place.

Program Office Head – An SBA executive of the office which includes the Associate Administrator (AA) or Deputy Associate Administrator (DAA). For OA employees, any final action with regards to the Telework Program is determined by the Chief Counsel for Advocacy (P.L. 94-305).

Regular (Routine) Telework – An approved work schedule where an employee approved to telework works at least one day each pay period on a regular and recurring basis at an alternate worksite. Regular telework is also commonly referred to as “routine” telework.

SBA Administrator – Head of the U. S. Small Business Administration or designated Acting Administrator.

Supervisor - An SBA official who is responsible for making decisions regarding telework for an employee. This includes the approval or denial of employee participation in the Telework Program, temporary suspensions of telework usage, changes to or terminations of Telework Agreements, and case-by-case decisions for ad hoc telework.

Telework (also referred to as “telecommuting”) – A work flexibility arrangement under which an employee performs the official duties and responsibilities of the position, and other authorized activities, from an approved alternate work location site other than the employee’s assigned SBA office. An individual is said to be "teleworking" when performing official duties at an alternate worksite.

Telework does not include:

1. Any work performed while on official travel (travel regulations and policy takes precedence over telework);
2. Work performed while commuting to and from the work site; or
3. Mobile work as defined above (including, but not limited to, site audits, site inspections, investigations, and property management).

Telework Agreement – Official document between employees and their supervisors outlining the terms, conditions, and expectations associated with individual arrangements for working at alternate worksites. The Telework Agreement also outlines the employee’s schedule for regular and recurring teleworking.

Telework Coordinator – An employee in the Office of Human Resources Solutions designated by the Telework Managing Officer (TMO) to act as the key contact for program questions. The Telework Coordinator administers the Telework Program and reports to the Telework Managing Officer on program-related matters.

Telework Managing Officer (TMO) – A senior SBA official, within the Office of Human Resources Solutions, who has direct access to the head of SBA and is directly accountable for the Telework Program.

Telework Ready – The status assigned to an employee who:

1. Meets eligibility, training, and suitability criteria specified in the telework statute and this SOP;
2. Has submitted a request in WebTA and been approved for telework privileges by the supervisor or manager and received a WebTA system approval by the supervisor in lieu of a signed Telework Agreement and any applicable addendums. For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305);
3. Has been advised of expectations or concerns associated with the Telework Agreement; and
4. Is equipped, in accordance with the OCIO criteria to virtually access SBA’s network and other required Agency-related systems to perform their duties from an alternate duty station.

Termination – The option that may be used by the supervisor when there is a business-related basis for ending a telework arrangement such as the employee’s ineligibility, incumbency of a position not suitable for telework, or failure of the arrangement to be in the best interest of SBA.

Traditional Office – This is the employee’s assigned work site, physical office space, or facility in an SBA leased, rented, or owned facility.

Unscheduled Leave – An option available to employees when the appropriate authorities announce a change in operating status for the Federal government or SBA due to special events, emergencies, activation of COOP, a health pandemic, or other unusual circumstances. Employees using this option must use accrued annual leave, compensatory time off, credit hours, leave without pay (LWOP), or as appropriate, sick leave, and record the appropriate number of hours in this status for time and attendance records.

Unscheduled Telework – An option available to telework-ready employees when the appropriate authorities announce a change in operating status for the Federal government or SBA due to, special events, emergencies, activation of COOP, a health pandemic, or other unusual circumstances. This form of telework is routinely used as part of SBA’s contingency plan and makes it possible for SBA to continue work operations and maintain productivity during disruptions.

Note: When unscheduled telework is authorized for activation of the continuity of operations (COOP) plan or a health pandemic, a telework agreement is not required.

Withdrawal – The option used by an employee to voluntarily cancel a Telework Agreement, resulting in removal from the Telework Program.

APPENDIX B – TELEWORK CHECKLIST FOR SUPERVISORS

If the **supervisor** has employees interested in participating in the Telework Program, here are some things to consider:

POLICY & PROCEDURES: Know policy and procedures, including applicable collective bargaining agreements.

Be familiar with the SBA's policy and procedures on Telework, SOP 33 59 4;

Review and ensure compliance with SBA Computer Security and Use [policies](#);

Successfully complete the SBA's [telework training](#) for managers; and

If supervising Bargaining Unit Employees, be familiar with the SBA's negotiated agreements.

EMPLOYEE ELIGIBILITY: Is the requesting employee eligible to telework? All MUST apply.

The requesting employee has completed the probationary period (The supervisor or manager has discretion to waive), as verified by designated staff in the SHRO;

The requesting employee has signed and submitted all required forms (e.g., Privacy Act and safety certification) and completed required telework training (SBA currently requires electronic requests, submissions and approvals using WebTA; employees and supervisors should maintain an electronic copy of training certifications and safety checklists if a digital copy is available.);

The requesting employee has a performance rating of "meets expectations" or higher;

The requesting employee has access to technological components and equipment when required to perform the work at the alternate work site;

The requesting employee's eOPF does not contain documentation of the employee being officially disciplined (i.e., in receipt of a decision letter or an SF-50 documenting a formal disciplinary or adverse action) for being absent without leave (AWOL) for more than five (5) days in any calendar year;

The requesting employee's eOPF does not contain documentation of the employee being officially disciplined (i.e., receiving a decision letter or SF-50 identifying unacceptable conduct or a disciplinary or adverse action) for violations of the [Standards of Ethical Conduct for Employees of the Executive Branch](#) (subpart G) for reviewing, downloading, or exchanging pornography, including child pornography, while on a Federal government

computer or while performing official Federal government duties, as verified by designated SHRO staff; and

If the requesting employee is a Bargaining Unit Employee, verify the requesting employee is eligible per any applicable negotiated terms and conditions.

SUITABILITY OF POSITION FOR TELEWORK: Is the requesting employee's position suitable for telework?

The requesting employee's duties do not require full-time on-site presence in an SBA office or facility (as determined by management in consultation with the SHRO if necessary);

The requesting employee's position does not require daily face-to-face contact with the immediate supervisor, other employees, or customers;

The requesting employee has daily access to work materials that are virtually accessible and can be viewed at alternate worksites;

The requesting employee is able to make facilities or equipment available at the alternate duty station to perform the job;

The requesting employee has certified the alternate worksite is safe; and

If covered by a Bargaining Unit, the requesting employee's *position is suitable* for telework per any applicable negotiated terms and conditions of the Master Labor Agreement.

TELEWORK AGREEMENT: Ensure the requesting employee completes the requirements stated on [SBA's Telework SharePoint](#) site.

If covered by a Bargaining Unit, the *requesting employee has completed the required documents* for telework per any applicable negotiated terms and conditions.

SUPERVISOR'S APPROVAL: Once employee eligibility, position suitability, and documentation requirements have been met, enter into a signed Telework Agreement. If the decision is to *approve* the telework request (For OA employees, any final action with regards to the Telework Program is approved by the Chief Counsel for Advocacy (P.L. 94-305), take the following steps to complete the requesting employee's "*Telework Ready*" Status:

Ensure the employee was given a copy of the signed Telework Agreement and relevant documents within five (5) business days of the employee submitting the formal request;

Communicate expectations, schedules, and assignments for the agreed upon telework arrangement and communicate any other related concerns, such as designations as

emergency employees and modifications to the employee's requested arrangement;

Coordinate with the SBA helpdesk, itsc@sba.gov, to ensure the employee has remote access capabilities for teleworking; and

Verify employee's work hours for telework are coded correctly in the bi-weekly time and attendance record.

☐ SUPERVISOR'S DENIAL: If the decision is to *deny* the telework request, communicate the basis for the denial within five (5) business days of receiving the request:

Inform the employee of any alternative telework arrangements to the initial request under consideration;

Return the modified or denied Telework Agreement to the employee; and

Provide the requesting employee with written justification (business reasons) for the decision.

APPENDIX C – TELEWORK CHECKLIST FOR EMPLOYEES

If the **employee** is interested in participating in the Telework Program, here are some things to consider:

POLICY & PROCEDURES: Know policy and procedures, including applicable collective bargaining agreements.

Become familiar with SBA’s policy and procedures on Telework, SOP 33 59 4;

Review and ensure compliance with SBA [Computer Security and Use policies](#);

Successfully complete the SBA’s employee [telework training](#); and

If a Bargaining Unit Employee, become familiar with any applicable negotiated terms and conditions (e.g., Article 23, Telework, of the Master Labor Agreement).

EMPLOYEE ELIGIBILITY: Are you eligible to telework? All MUST apply. You must:

Have completed the probationary period (may be waived by the supervisor or manager);

Have a performance rating of "Meets Expectations" or higher;

Have signed and submitted all required forms (e.g., Privacy Act and safety certification) and completed required telework training;

Have access to technological components and equipment when required to perform work at the alternate work site;

Not have documentation of being officially disciplined (i.e., in receipt of a decision letter or an SF-50 documenting a formal disciplinary or adverse action) for being absent without leave (AWOL) for more than five (5) days in any calendar year;

Not have documentation of being officially disciplined for charges related to misuse of a government computer in your eOPF;

Not have documentation of being officially disciplined for violations of the Standards of Ethical Conduct for Employees of the Executive Branch (subpart G) for reviewing, downloading, or exchanging pornography, including child pornography, while on a Federal government computer or while performing official Federal government duties in your eOPF; and

If a Bargaining Unit Employee, verify eligibility per any applicable negotiated terms and conditions should they differ from that referenced above.

SUITABILITY OF POSITION FOR TELEWORK: Is your position suitable for telework (to be determined by management)?

Duties do not require on-site presence in the traditional office;

The position does not require daily face-to-face contact with the immediate supervisor, other employees, or customers;

Have daily access to materials that are accessible by computer and may be viewed at an alternate worksite;

Access to facilities or equipment at the alternate duty station required to perform the job;
Certified the alternate office is safe;

The supervisor has not otherwise identified a valid reason to designate the position as unsuitable; and

If a Bargaining Unit employee, the *position is suitable* for telework per applicable negotiated terms and conditions should they differ from those referenced above.

TELEWORK AGREEMENT: Once eligibility, position suitability, and training requirements have been met, provide the supervisor with the requirements listed on [SBA's Telework SharePoint](#) site.

If a Bargaining Unit Employee, completion of the required documents for telework per any applicable negotiated terms and conditions should they differ from that referenced above.

APPENDIX D – TELEWORK RESOURCES

All relevant information regarding SBA’s Telework Program, such as the telework policy, current forms, training materials, OPM guidance, and other applicable references may be found on [SBA’s Telework SharePoint](#) site.

**Small Business Administration
Collective Bargaining Agreement(s) –
Telework Provisions**

ARTICLE 23
TELEWORK

Section 1. General.

A. Definition.

Telework refers to a work arrangement under which an employee regularly performs the duties and responsibilities of their position, and other authorized activities, from home or another worksite removed from the employee's regular place of employment.

B. General.

Eligible employees of the Agency may participate in telework to the maximum extent possible without diminished employee performance or Agency operations. Telework requires collaboration between management and employees to ensure success. It is the employee's responsibility to apply and gain approval from the Authorizing Agency Official (AAO i.e. – Administrator, Management Board Members, Regional Administrators, District Directors, Center Directors and Area Office Directors) through submitting Telework Agreement SBA Form 2190. An employee meeting eligibility requirements who has an approved Telework Agreement may work one or more days at home or at an approved Alternate Duty Station (ADS) rather than in the traditional office. Such an ADS can include a government or private Telework center, or the employee's home, to name a few. The approved Telework Agreement shall provide the maximum number of days and/or hours that an employee may telework each pay period. Teleworkers and non-teleworkers will be treated the same for the purposes of:

1. Periodic appraisals of job performance of employees;
2. Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees;
3. Work requirements; or
4. Other acts involving managerial discretion.

Section 2. Types of Telework Agreements.

A. Pre-determined (Fixed) Telework Agreements. This describes telework that occurs on a regular, recurring, and ongoing basis on an established schedule of at least one day per week.

1. **Long-Term Arrangements.** These agreements require a pre-determined schedule including the work days and duty hours that the employee is teleworking. The day(s) designated for telework must be the same day(s) each week. However, with approval from the employee's supervisor, the day(s) may be changed. An employee who has an approved Telework Agreement with a pre-determined fixed schedule may come into the office any day that they are scheduled to telework without affecting their approved Telework Agreement. When employees are requested to report to their Official Duty Station (ODS) for unscheduled events such as training, conferences, meetings that cannot be handled over a teleconference, or

other emergent work requirements, they will be provided reasonable advance notice and time to report. Make up days may be worked out between the employee and supervisor.

- B. Intermittent (Ad-Hoc) Telework Agreements. These agreements are suitable for employees who have an occasional need to work at home on projects/assignments having short turnaround times and/or requiring intense concentration for which a pre-determined schedule is not expected because the assignments are usually project driven and do not reoccur on a pre-determined basis. Employees with an approved intermittent Telework Agreement may also telework in response to an Agency emergency situation. With an approved ad-hoc Telework Agreement the employee will use SBA Form 2218 ([Appendix H](#)) to request ad hoc telework days from their supervisor.
- C. Short-term telework arrangements occur when:
 - 1. The ODS is not usable, e.g., during office renovations or relocation; or
 - 2. During short-term convalescence from an injury or illness for up to sixty (60) days. If longer than sixty (60) days, the employee's telework status will be reevaluated. Employees requesting telework because of short-term illness or injury must complete and submit a SBA Form 2218 to management official along with appropriate supporting documentation (i.e., an email) for three (3) days or less. Supporting medical documentation for more than three (3) days will be needed. Employees who are approved for telework in these situations are expected to meet the requirements of the Telework Agreement.

Section 3. **Eligibility.**

No position, other than Wage Grade positions, is excluded from the Telework program. Requests to participate in the telework program will be decided in a fair and equitable manner. AAO's shall not engage in improper discrimination against any employee with respect to the approval/denial to participate in the telecommuting program. Individual employees will be ineligible to telework if any of the following conditions applies:

- A. The employee's current rating of record is less than three (3) "Meets Expectations." The employee must have, and continue to maintain, a performance level of at least (3) "Meets Expectations" in order to participate in the program;
- B. The employee's duties do not lend themselves to being accomplished offsite. Denials on this basis must demonstrate that circumstances directly related to the accomplishment of that work unit's mission prohibit the performance of that position anywhere but in the Agency workplace;
- C. The employee is a trainee or summer hire employee;
- D. The employee is on leave restriction;
- E. The employee has not signed the Self-Certification Safety Checklist for Teleworking ([Appendix H](#));
- F. The employee did not sign the Privacy Act Authorization ([Appendix H](#));
- G. A new employee is within the first year probationary period (An AAO has the option to waive this exception.);

- H. The employee has received a disciplinary action in accordance with [Article 37](#) or adverse action in accordance with [Article 38](#) in the six (6) months immediately preceding their application for telework;
- I. The employee does not have the necessary and appropriate technological components and equipment to perform the work;
- J. The employee's position requires on a daily basis (i.e., every work day), direct handling of secure materials. Secure materials are those materials for which there exists a written policy (at the Government, Agency, or organizational level) restricting the use/access outside of a specific government installation or area within a government installation, and include personally identifiable information (PII). A copy of this written policy will be provided to the employee upon request.

Section 4. Denial of Requests to Telework.

The AAO will act upon the employee's request for Telework Agreement by either approving or denying the request on SBA Form 2190 within ten (10) working days of receipt of the request. A decision by the AAO not to approve the telework request or a decision by the AAO to approve ad-hoc or intermittent telework requests when the employee submitted a request for a pre-determined Telework Agreement will be considered a denial by the AAO and the denial will be provided in writing to the employee on SBA Form 2190. The employee may forward the denied request to the Telework Review Board (TRB) within fifteen (15) calendar days of receiving the AAO decision. The TRB will review the denied request and provide the employee with the Agency's final decision in writing within seven (7) work days of the receipt of the request for review. If the TRB's decision is to deny the request, the Union may invoke arbitration. The expedited arbitration process in [Article 40, Section 14](#) of this Agreement will be used.

Section 5. Telework Agreement.

The Telework Agreement under which an employee will perform work must be clearly set forth in writing and signed by the respective AAO and employee. The employee will be provided with a copy. The approved Telework Agreement will, at a minimum, contain all of the items listed in [Appendix H](#) and identify/specify the days and hours the employee is allowed to work away from the office. An employee may submit a written request to change their Telework Agreement once each calendar quarter as specified in [Article 15, Section 4\(a\)](#) of this Agreement. The Agency will respond to the employee's request within five (5) working days.

Section 6. Computer and Telecommunications Equipment.

- A. The intent of the Agency is to replace existing desktop computers with Agency issued laptops to be used for official business, including telework. The Agency will be responsible for servicing the SBA issued equipment provided to the employee. The employee will bring the equipment to the ODS for servicing.

Any employee provided with a new Agency issued laptop shall be required to return any excess equipment issued under section 6(b) and will not be eligible for any other excess/extra equipment under section 6(b).

- B. To the degree that the Agency has excess/extra equipment on hand, Management Board Members, District Directors, Regional Administrators, Center Directors, Area Directors, etc., may make such equipment available – with preference to those eligible teleworkers who do not own a desktop or laptop computer. The Agency will be responsible for servicing the equipment provided to the employee. The employee will bring the equipment to the ODS for servicing. Requests for such equipment will be made through the employee’s immediate supervisor.
- C. The employee may opt to be reimbursed for long distance telephone calls approved on the appropriate Agency or Government-wide form.
- D. In accordance with SBA standard procedures, employees may make copies of sensitive material (as distinct from secure material) they need for their work assignments and bring them to ADS.

Section 7. **Training.**

Employees interested in telework must complete a mandatory tutorial training module which will be provided by the Office of Human Resources Solutions. This training can be web based. Interested employees will be allocated adequate duty time to complete this training.

Section 8. **Problems Affecting Work Performance.**

- A. Employees will inform managers whenever problems arise at the telework site which adversely affect their ability to perform work. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc. In such cases, the employee may engage in the work described in section 8(b), seek technical assistance described in section 8(b) below, request leave in accordance with [Articles 17 \(Annual\)](#), and [19 \(Other Leave\)](#) or report to the ODS.
- B. In the event that a teleworking employee is unable to remotely connect to the agency system, the teleworking employee shall work on tasks or projects not requiring remote access to the Agency system network. Such tasks may include, but not limited to, work on physical files the employee brings to their ADS, or work on training that may be completed without remote access to the Agency system network. Employees experiencing technical issues while teleworking shall contact the established OCIO helpdesk.

Section 9. **Communication.**

Two-way communications between employees and supervisors is essential to a successful telework arrangement. Employees who telework may prepare a report for their supervisor on their activities, under the same conditions as if they were not teleworking.

Section 10. **Termination of Telework Agreements.**

Participating in the telework program will be voluntary. Employees may terminate their Telework Agreement at any time. If management decides to terminate an employee’s Telework Agreement, management will give the employee and the Regional Vice President or designee five (5) work days advance written notice before termination. This notice shall provide the rationale for management’s decision to terminate the employee’s participation in the program. Employees will not be terminated

from participating in the telework program without just cause. The following reasons are justification for terminating and employee's Telework Agreement:

- A. The agreement no longer supports the mission of the organization/office (a written justification explaining the basis for the decision must be provided to the employee).
- B. Performance rating drops to below a level (3) "Meets Expectations." If an employee improves their performance, the AAO may at any time return the employee to regular telework without waiting until the next review cycle. Under these circumstances, the employee will not be required to submit another telework application. E-mail notice to an employee will suffice.
- C. A reassignment/detail causes a change in the nature of the work which prevents the employee from teleworking.
- D. The employee fails to maintain a continuous communication link, via telephone or e-mail with the office.
- E. It is determined that the costs of the agreement have become impractical (a written justification explaining the basis for the decision will be provided to the employee).
- F. Employee has not complied with the terms of the agreement.
- G. Normally, employees will not be removed from participation for a single or minor infraction of the Telework Program requirements; however, employees will be removed if they receive an adverse or disciplinary action based on cause that has a nexus with their ability to telework efficiently and effectively.

Section 11. Information to the Union.

With the employee's approval, a copy of the employee's applications for telework and a copy of the action taken on the applications will be provided to the Council President within seven (7) working days of a request from the Union. On request, the Agency will provide the Union with an annual report on telework participation, describing participation in each office by Department/Division and grade.

Section 12. Hours of Work and Leave.

Employees performing work at the ADS are subject to the same workday requirements as they would be if they were performing work at the ODS. Employees will continue to be covered by all provisions of [Article 16 \(Overtime\)](#), [Article 17 \(Annual\)](#), [Article 18 \(Sick\)](#) & [Article 19 \(Other Leave\)](#).

Section 13. Emergency Closing/Late Openings/Early Dismissals.

- A. On a day when an employee is scheduled to work at the ADS and their ODS building is closed for all or part of the day, the employee is normally required to perform work at the ADS.
- B. When the ODS building is closed, the employee may be excused from duty under the following conditions:
 - 1. The employee's ADS is the employee's home an emergency exists there that interferes with the employee's ability to perform work (e.g., distribution of electricity, loss of heat, etc.);

2. An emergency creates a personal hardship that prevents his/her working successfully at the telework site (e.g., related child care, etc.);
 3. The employee's duties are such that he/she cannot continue to work without contact with the ODS.
- C. If the ODS building is closed and the employee is scheduled to work at a telecenter (i.e., not the employee's home), and that telecenter is also closed for any reason, the employee will be granted administrative leave.
 - D. If the ODS building is open and the employee is scheduled to work at a telecenter (i.e., not the employee's home), and that telecenter closes early for any reason, the employee may be granted administrative leave.
 - E. If employees at the ODS are granted early dismissal for a holiday (e.g. Thanksgiving, Christmas Eve, New Year's Eve), the employee working at an ADS will also be dismissed early.
 - F. AAOs should discuss these issues with employees before the employees begin teleworking.

Section 14. **Grandfather Clause.**

Employees who are teleworking on an approved agreement as of the effective date of this Agreement may remain on telework and will not have to reapply. To the extent any provisions of those Telework Agreements do not conform to this Article, the provisions of this Article will govern.

**Social Security Administration
Supplemental Documents**

Social Security Administration
January 2024 Submission

WORK ENVIRONMENT IMPLEMENTATION DATA CALL

January 18, 2024

OMB issued its Organizational Health and Performance Memorandum (M-23-15) last spring as guidance for agencies as they reevaluate their work environment posture to increase in-person presence while optimizing organizational health and performance. As the White House Chief of Staff and OMB have continued to emphasize in the Cabinet, PMC, and other forums, it is essential for agency leaders to be paying close attention to implementation progress and ensuring that updated Work Environment policies are having the intended impact.

In line with M-23-15, OMB requests that agencies that are still implementing in-person presence goals respond to this **implementation data call** outlining all remaining steps that the agency will take to reach intended work environment postures.

Agencies should provide:

- (1) Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).

We have decided to make a change to our prior Workplace Environment Plan (WEP) to redefine our headquarters and headquarters equivalent offices and increase our onsite presence. We will now include our regional office support components as “headquarters equivalents” and exclude the claims-processing sections of our agency that might be co-located with our larger facilities. We will be making the following changes to our onsite presence:

- Employees in headquarters components, regional offices, and area director offices will increase onsite presence to three days per week.
- Employees in the Office of the Chief Information Officer will report onsite two days per week.
- Employees in the Office of the Commissioner will report onsite four days per week.

This change will ensure that the approximately 10,000 employees now defined as our headquarters and headquarters equivalent components on average complete as many work hours in-person as when teleworking.

Our milestones for implementation are as follows:

- Employees were notified about the change on January 30, 2024.
- Employees will begin their new onsite presence frequency on April 7, 2024.

- (2) Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.

To minimize equity and consistency issues, we included all our agency support components in our ten regional offices (e.g., HR, legal, policy, etc.) as “headquarters equivalents” to ensure that they do not telework at a higher rate than our headquarters support staff. We also set our weekly onsite presence requirements at a level consistent with our field offices where we serve the public in person.

We will continue to have some variations in telework levels within our workforce. For example, our teleservice centers, program centers, hearing offices, and other claims-processing components will be allowed to telework more than our headquarters and headquarters equivalent components. Additionally, within our headquarters, our IT employees will be allowed to telework more frequently than other employees.

We intend to continue to assess these changes and any additional steps we may need to take to ensure equity and consistency.

- (3) Description of your agency’s approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.

We have required all affected employees to submit updated telework agreements by February 29, 2024. Any employees who fail to update their telework agreements will be temporarily terminated from the telework program until our next semi-annual telework open period in August when they may reapply.

We track telework hours in our time and attendance system to ensure that telework agreements are followed at the levels allowed. We also monitor our virtual private network (VPN) connections and badging information for headquarters turnstiles to ensure that reported time and attendance information is consistent with logical access from outside of our facilities and physical access to our buildings. We will continue to use these data sources to monitor the changes effective April 7, 2024.

Request. Please send a written update that answers these questions. Agencies may provide additional detail or narrative on top of these answers. Responses are due via email to futureofwork@omb.eop.gov no later than January 26, 2024.

**Social Security Administration
Telework Policy(s)**

Telework

For bargaining unit employees, see applicable [Union/Management Contracts](#) in addition to the Personnel Policy Manual (PPM). Contract provisions take precedence over the PPM ([See Section 6](#)).

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[Exhibit 1](#) - Telework Program Request & Agreement

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1. **ISSUE DATE** – December 23, 2013 (Revised February 2014, November 2014, April 17, 2017, May 23, 2018, November 5, 2018, October 27, 2019, March 9, 2022), and March 4, 2024.
2. **EMPLOYEES COVERED** – All nonbargaining unit, unrepresented bargaining unit, and AFGE bargaining unit employees. For IFPTE and NTEU bargaining unit employees, only sections 3. ([see Section 3.](#)) and 5.11. ([see Section 5.11.](#)) apply.
3. **LAW AND REGULATION**

3.1. Establishing an Agency Telework Policy ([See Section 5.](#))

Each agency shall establish and implement a telework policy.

3.2. Determining Eligibility to Telework ([See Section 5.3.](#))

Each agency shall determine employees' eligibility to telework.

In order to be eligible to participate in telework, employees must:

- Complete agency telework training.
- Enter into a written agreement that outlines the specific work arrangements agreed to, and abide by the agreement.

In addition, employees are not eligible to participate in telework if their official duties require, on a daily basis:

- Handling secure materials determined to be inappropriate for telework; or
- Engaging in onsite activities that cannot be performed at an alternate location.

Also, employees are not eligible to telework and must be terminated and permanently banned from participation in the telework program ([see Section 5.11.](#)) if they have been officially disciplined for:

- Being absent without permission for more than 5 days in any calendar year; or
- [Violations of Subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch](#) for viewing, downloading, or exchanging pornography on a Federal government computer or while performing official Federal government duties.

3.3. Workers Compensation

Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the agency's policy and procedures concerning workers compensation for injuries sustained while performing their official duties at the Alternate Duty Station (ADS) ([see PPM S810_2](#)). Employees will immediately notify their supervisors of any accidents or injuries occurring at the ADS in the course of performing official duties.

3.4. Determining Official Worksite for Locality Pay Purposes ([See section 5.7.1.](#))

SSA must determine the official worksite for locality pay purposes for employees covered by a telework agreement on a case-by-case basis using the following criteria:

- Employees must be scheduled to work twice per pay period at the Official Duty Station (ODS) on a regular and recurring basis to retain the locality pay rate for their ODS location. This requirement applies whether they are on a full-time, part-time, 5/4-9, or 4/10 work schedule. If the work schedule does not meet the requirement, the locality pay will be determined based on the locality pay rate for the Alternate Duty Station (ADS) location rather than the locality pay rate for the ODS. This may result in a change in the employees' overall rate of pay and/or potential eligibility for travel expense reimbursement.
- Exceptions may be made to the twice per pay period ODS requirement if the telework is temporary in nature. This temporary status might include situations such as working at home for medical reasons ([See PPM S650_2](#)) or in emergency situations when the employees temporarily cannot commute to work.

4. SSA DELEGATIONS OF AUTHORITY

See [delegations of authority](#)

5. SSA POLICY

5.1. Definitions

- **Telework**, formerly known as flexiplace or work at alternative locations, is a work arrangement in which employees perform officially assigned duties at their home or other worksite geographically convenient ([see Call Backs section 5.8.2](#)) to their ODS. Employees may work at their home or other management-approved ADS.
- **Official Duty Station (ODS)** is the official agency worksite. The official worksite is the location of employees' positions of record where they regularly perform their duties.
- **Alternate Duty Station (ADS)** is a management-approved worksite that is geographically convenient ([see Call Backs section 5.8.2](#)) to employees' ODS. Delegated Approving Officials (DAO) will approve only one ADS per employee. Specifically:
 - An employee's residence as reflected in the Telework Program Request and Agreement; or
 - A Teleworking Center (often called a Telecenter) operated by GSA; or
 - Another SSA facility or office that may be closer to the employee's home and where there is space to accommodate additional agency employees.
- **Delegated Approving Official (DAO)** is the management official with the delegated authority to approve specific actions related to telework ([See Section 4](#)).
- **Telework Program Request and Agreement** is a written application for participating in the telework program and an agreement between supervisors and employees defining employees' obligations and responsibilities under the telework program. It includes employees' descriptions of the general and specific work assignments they propose to perform at the ADS.
- **Core Days** refer to day(s) of the week not eligible for telework.
- **Virtual Private Network (VPN)** is a network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or individual users with secure access to their organization's network.

- **Call Back** is when management requires employees to report to the ODS after they have started their workday at the ADS.
- **Suspending Telework** is when employees are ordered to report to the ODS to perform work on a short-term basis that cannot otherwise be performed at the ADS or accomplished by telephone or other reasonable alternative methods. Some examples include, but are not limited to, previously scheduled training, conferences, or office coverage as determined by the DAO.
- **Terminating Telework** refers to when employees are removed, or choose to remove themselves, from the telework program.

5.2. Telework Program Categories

5.2.1. Scheduled Telework

Telework that employees perform on a routine, regular, and recurring basis at a management-approved ADS.

5.2.2. Episodic Telework

Telework that employees perform on an occasional, irregular basis at an ADS. On a case-by-case basis, DAOs may approve episodic telework on a temporary basis for projects, or for routine workloads if due to personal circumstances, including situations where employees may work less than a full day at the ADS. Episodic telework may be performed on core days or non-workdays (e.g., weekends, holidays), following the hours of work and pay rules for such days (e.g., work schedules, overtime, premium pay, credit hours).

Episodic telework will be infrequent, based upon unique workload needs of the agency or due to the personal circumstances of the requesting employee, and limited in duration.

5.2.3. Work at Home by Exception (Temporary Telework for Medical Reasons)

See PPM S650_2, [Work at Home by Exception](#).

5.2.4. Unscheduled Telework (Inclement Weather and Other Safety Reasons)

Telework that employees, with an approved telework agreement, request to perform due to inclement weather ([See Exhibit 3](#)) or are required to perform under [PPM S630_10](#), on a non-scheduled telework day at an ADS.

DAOs may offer, assign, and approve unscheduled telework in advance in situations in which the ODS may be open but commuting conditions are likely to be hazardous due to inclement weather (see [Section 5.5.3](#)).

5.3. Determining Eligibility to Participate in Telework

5.3.1. Determining Position Eligibility

DAOs must determine which positions are eligible for telework. A position's occupational series (e.g., all GS-2210 IT Specialists) cannot be used to determine telework eligibility. DAOs must review the specific duties of individual positions to determine eligibility. [See the note below concerning positions in the Office of Operations.*](#)

5.3.2. Determining Employee Eligibility

In order for employees to be eligible to participate in telework, they must:

- Meet all the conditions in [Section 3.2](#).
- Not currently be on sick leave restriction or have been counseled (see [PPM S630_14](#) section 4.3.1.) for sick leave abuse or placed on sick leave restriction in the 12 months preceding the date of the request to telework.
- Not be in a probationary period, including probationary periods for new supervisors/managers, or formal training status. Excepted service employees serving trial periods will also be restricted from participating during the first year of their trial period. Formal training status does not include the normal progression of employees through a career ladder. Formal training status may include periods when employees need close supervision or regular feedback from management and/or technical mentors that cannot effectively be accomplished at the ADS. Employees who previously completed a probationary period will be considered on a case-by-case basis.
- Sign and abide by the conditions of the Telework Program Request & Agreement ([Exhibit 1](#)) form.

- Maintain at least an acceptable level of performance (e.g., successful contribution rating) or not be under review (e.g., increased service observations).
- Not be under an Opportunity to Perform Successfully (OPS) plan or have been on an OPS in the preceding 12 months.
- Have sufficient portable work to be completed at the ADS.
- Use appropriate technology.
- Not have been disciplined within the 12 months preceding the date of the request to telework or while an approved Telework Request and Agreement is effective.
- Not be excluded from participation by law, or by government-wide rule or regulation.
- Watch the required agency telework training, [Telework - What You Need to Know](#)

5.4. Determining Telework Days

5.4.1. Number of Telework Days

DAOs will determine the number of scheduled telework days, if any, eligible positions, and percentage of employees permitted to telework.

5.4.2. Core Day

DAOs will have the option to set up to two core days per week (see [Delegations of Authority](#)).

5.5. Requesting Approval to Participate in Telework

5.5.1. Scheduled Telework (See [Section 5.5.3.](#))

Deputy Commissioner-level components will solicit telework requests from their employees in February and August. This solicitation should include information about the core day (if applicable) and the allowable number of telework days.

Employees currently not participating in telework may request to participate for the period April through September by submitting written Telework Program Request & Agreement ([Exhibit 1](#)) form to the DAOs in February.

Employees desiring to become new participants in telework for the period October through March must submit these documents to the DAOs in August.

Employees should include their preferred telework day(s) with their request. If approved, employees may begin telework the first full pay period in April or October, respectively. Electronic telework request forms may be accepted.

Subject to DAO consideration and approval, employees may also request to change scheduled telework days or participate in scheduled telework outside the normal request times due to emergency and non-emergency needs.

5.5.2. Episodic Telework (See [Section 5.5.3.](#))

Employees may apply, at any time, for episodic telework by submitting written Telework Program Request & Agreement ([Exhibit 1](#)) form to work on specific assignments. Employees who have already been approved for scheduled telework do not need to submit new forms; however, they must submit, in advance, a written request to their supervisors with the duration and description of the assignment or circumstances they wish to apply for episodic telework.

5.5.3. Unscheduled Telework

Employees who have submitted Telework Program Request and Agreements ([Exhibit 1](#)) and are approved for scheduled, episodic telework, or telework under work at home by exception (WAHBE) may be required to or request to work unscheduled telework.

If the ODS remains open, DAOs may approve employees' requests to telework on an unscheduled day due to hazardous commuting conditions caused by inclement weather.

When hazardous commuting conditions exist caused by inclement weather, employees must call their supervisors or DAOs by the end of the morning flexible band to request unscheduled telework. (See [Exhibit 3](#)).

If employees' requests are denied, they must report to the ODS or request leave.

DAOs have the discretion to assign unscheduled telework in advance in situations in which the ODS may be open but commuting conditions are likely to be hazardous (See [Exhibit 3](#)). DAOs may also assign unscheduled telework in situations where exposure to unsafe or unhealthy working conditions (e.g., power outage at Agency facility) could result in illness or injury, or for other reasons (e.g., major impact to public highways and infrastructure, such as conventions and large public events).

If the ODS is closed due to inclement weather, see [PPM S630_10](#) concerning employees requirements to telework.

5.6. Approving/Denying Telework Program Requests

5.6.1. Scheduled Telework

DAOs will act on telework requests within 10 working days of the close of the request period for scheduled telework. If DAOs deny participants' requests, they will annotate the reasons for denial on the telework request forms. For AFGE bargaining unit employees only, if the number of requests for a particular day from employees exceeds the coverage requirements, DAOs will approve the telework requests in Service Computation Date (SCD) order.

For non-bargaining unit and unorganized bargaining unit employees, if the number of eligible employees exceeds the coverage requirements, DAOs will approve the telework requests based on their discretion.

Employees will not have to submit future requests during the February and August timeframes, once their original requests are approved, unless they wish to request a change in the number of days or the particular day(s) they telework. Once telework day(s) are approved, employees will keep their day(s) for the remainder of the time they participate in the telework program unless they request a schedule change, are removed from the program, change positions, or are otherwise directed to do so by management.

Any initial approvals or changes to telework schedules, outside the normal request period, will take effect at the beginning of the next pay period.

When affected by a holiday or leave, employees do not receive an "in-lieu of" scheduled telework day.

5.6.2. Episodic Telework

DAOs will act on episodic telework requests no later than 5 working days following receipt of the requests. DAOs may approve employees to work episodic telework up to 5 days per week, which may include a core day, at the ADS depending on the nature of the assignments or circumstances. If DAOs deny participants' requests, they will annotate the specific reasons for the denials on the telework request forms.

5.6.3. Unscheduled Telework

DAOs will normally act on Unscheduled Telework requests received orally or in writing on the same day as the request. If a DAO does not act on a request, it will automatically be considered a denial. DAOs may advise employees in advance if office coverage requirements, staffing issues (e.g., long term leave situations), or existing scheduled telework is likely to preclude the approval of unscheduled telework. See [Exhibit 3](#) for examples of unscheduled telework.

5.6.4. Recordkeeping

Denied telework program requests must be kept in the SSA-7B Extension File for a period of one year. Approved telework program requests must be kept in the SSA-7B Extension File until one year after the telework agreement is terminated. See [PPM S293_4](#), SSA-7B Employee Record Extension File for additional information. Requests for episodic or unscheduled telework and approvals or denials of those requests do not need to be kept in the SSA-7B Extension File.

5.7. Participating in Telework

5.7.1. Locality Pay ([See section 3.4.](#))

If an employee will not be reporting to the ODS at least twice a pay period, the supervisor must contact the servicing personnel office to determine if a change in locality pay is necessary based on the location of the employee's alternative duty station. If a change is needed, the supervisor will be instructed to initiate a change in duty station action in the Federal Personnel/Payroll System (FPPS).

5.7.2. Changes to Telework Day(s) and ADS

Employees are not authorized to change their telework day(s) or their ADS without DAO approval.

5.7.3. Staff Coverage

DAOs have sole discretion to change, reduce, suspend, or eliminate approved telework day(s) due to operational needs or employee performance.

5.7.4. Sharing ODS Work Space

Employees that telework may be required to share space (e.g. shared cubicles, hoteling) with other employees.

5.7.5. Determining IT Equipment

SSA will determine and provide appropriate IT equipment for teleworkers. DAOs may allow employees to use their personal equipment to telework if they do not need VPN access to complete their work remotely. If DAOs believe employees will be handling PII on a regular basis, they must require the employees to use an SSA issued laptop with VPN access. Components should refer to the [Information Security Policy \(ISP\)](#) for additional considerations regarding PII and the [Administrative Instructions Manual System \(AIMS\) General Administrative Manual \(GAM\) Chapter 15](#).

SSA retains ownership and control of any agency-furnished hardware, software, and data and is responsible for maintaining, providing support, and repairing the equipment; however, there will be no on-site IT support provided for a home ADS. Employees are not responsible for costs related to maintenance of government-owned equipment. However, they will be responsible for the costs associated to the maintenance of their own equipment.

Employees have a continuing responsibility to safeguard Government property (this includes both equipment and data) and are responsible for the care, security, and effective utilization of the Government property they use. Employees may be required to reimburse SSA for failure to exercise reasonable care of Government property. Failure to exercise these responsibilities may result in termination from telework (See [Section 5.11.](#)).

DAOs may require that employees working at approved ADSs obtain (at their own expense) high-speed/broadband internet access.

5.7.6. Accountability and Evaluation of Work

DAOs may require employees provide electronic notification at the beginning and/or end of their workday.

Firstline supervisors will evaluate work performed at the ADS in accordance with the Telework Program Request and Agreement and the normal performance management policies ([See PPM S430_1](#)).

To assist with assessing performance, firstline supervisors may require employees who telework to submit a written daily account of the work performed at the ADS. Firstline supervisors will determine the format and required content of the written account.

5.7.7. Employee Conduct at the ADS

All laws, government-wide rules, government-wide regulations, and SSA policies governing employee conduct at the ODS continue to apply at the ADS including, but not limited to, the [Privacy Act](#) and the [Standards of Ethical Conduct for Employees in the Executive Branch](#).

5.7.8. Alternate Duty Station Work Site

If the ADS is located in the employee's residence, it is the responsibility of the employee to maintain the ADS worksite in a manner that is conducive to business and is free of hazards. SSA will provide employees with general office supplies needed to work effectively at the ADS.

If the ADS location is not in an agency facility, employees are required to:

- Have and maintain a broadband connection (e.g., high speed internet) at their own expense, if deemed necessary by the DAOs to perform their work at the ADS;
- Furnish and maintain all equipment (e.g., desk, chair, surge protector, locking file cabinet or similar secure storage device, etc.) deemed necessary by the DAOs to perform their work at the ADS; and
- Have and maintain the ADS work site with adequate workspace, proper lighting, power, other utilities, adequate environmental conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

5.7.9. ADS Home Inspections

Management may inspect the ADS to ensure conformity with the conditions set forth in the Telework Program Request and Agreement. Management may conduct this inspection at any time during the teleworker's regular core hours with twenty-four (24) hours advance notice. Management will not inspect non-work space in the ADS.

5.8. Work Schedules and Availability

In accordance with applicable SSA policy, DAOs will determine whether teleworkers are eligible to work the following in conjunction with telework:

- Credit hours at the ADS
- A 5/4-9 or 4/40 work schedule
- Overtime at the ADS (unless required by FLSA, e.g. late interview or call)
- A part-time schedule
- At the ADS on a non-tour day

Teleworkers' work schedules, breaks and lunch periods will be the same as at the ODS.

Teleworkers are on official duty when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use official duty time for any purpose other than performing SSA-assigned work. Employees must not perform union representation activities while teleworking.

Telework is not a substitute for dependent care.

5.8.1. Accessibility/Electronic Communications

- When working at the ADS, employees must be accessible by telephone and email to their supervisors, clients, colleagues, and external customers during working hours, exclusive of the meal break and break periods.
- Management may require that employees use instant messaging, video, or similar technology while working at the ADS. Employees should ensure that the instant messenger or similar technology accurately reflects their work status.
- While at the ADS, employees are responsible for retrieving, and responding in a timely manner to, voice mail, instant messages, and email left at the ADS and ODS.
- Government phone cards will be issued to employees with a need to place long-distance or toll calls for work, upon request. Phone cards must be used for long distance calling. SSA will not reimburse employees for out-of-pocket expenses related to these calls. In addition, SSA will not reimburse employees who choose to use their personal phones for long distance calling. ([See Administrative Instructions Manual System, Material Resources, Chapter 05](#))

5.8.2. Call Backs

DAOs may call employees back to the ODS when warranted. Employees are required to report to their ODS as soon as possible but no more than two hours after notification. Transportation between the ADS and the ODS is considered commuting and does not entitle employees to reimbursement for official travel. However, the time required to report to the ODS will be duty time, unless employees were recalled prior to the beginning of the workday. See [Section 5.8.4](#) regarding duty status due to a disruption at the ADS.

If DAOs suspend telework or call employees back to the ODS, the employees are not guaranteed "replacement time" or an "in lieu of" telework day. However, DAOs may temporarily switch the employees' telework day to another day.

5.8.3. Split Days at the ADS and ODS

Employees may split a work day between the ADS and the ODS with the approval or at the direction of management. The request may be for a regularly scheduled telework day or in addition to the employee's telework schedule (e.g., episodic or unscheduled telework). When employees request to split a workday between the ADS and the ODS, the commute between the ADS and ODS is normal commute time (i.e., the employee is not on duty time).

5.8.4. Alternate Duty Station Problems

Employees will promptly inform their DAOs of any disruptions at the ADS (e.g., equipment failure, power outages, telecommunication difficulties) that impact the employee's ability to perform agency assigned duties. In these situations, DAOs may require the employees to report to the ODS or the employees may request leave. Generally, if a disruption (e.g. loss of electrical service or internet connectivity at the ADS) is through no fault of the Agency, employees will be in a non-duty status from the time of the disruption to the end of the scheduled workday or until arrival at the ODS. Employees may request leave for the non-duty period.

If the employees are required to report to the ODS, the employees are not guaranteed "replacement time" or an "in lieu of" telework day. However, the employees' telework day may be temporarily switched to another day with management's approval.

5.8.5. Office Closure/Early Dismissal/Delayed Opening

[Please see PFM 5630_10.](#)

5.9. Suspending Telework

Employees may be required to report to the ODS due to previously scheduled training, conferences, meetings, or operational needs. Employees may resume telework as soon as the suspension of telework is over.

5.10. Terminating Telework

Employees may voluntarily terminate their participation in the telework program at any time by notifying their supervisor and may reapply at the next application period.

DAOs retain the right and are expected to terminate employees' participation in the telework program if:

- The employees no longer meet one or more of the eligibility requirements contained in Section 3.2. ([see Section 3.2.](#)) and 5.3. ([see Section 5.3.](#)); or
- The employees fail to comply with any of the conditions set forth in the Telework Program Request and Agreement; or
- The employees fail to comply with the provisions of this chapter; or
- There is a diminishment in the employees' performance.

Firstline supervisors will normally counsel employees about specific problems, including a diminishment in performance, before removing employees from the telework program, except in the case of serious violations. When employees' participation in the telework program is terminated, employees will be notified in writing of the reason for termination and the effective date of the termination. Employees who have been removed from the telework program under this section may reapply for telework at the first application cycle following a 1-year termination period, unless prohibited by law, rule, government-wide regulation. DAOs will consider individual circumstances when considering the effective date of removal from the program.

If employees are removed from the telework program for disciplinary reasons and the disciplinary actions are reversed, employees will normally resume telework at the beginning of the first full pay period following the reversal as long as they meet the eligibility requirements.

5.11. Terminating Eligibility to Telework ([See Section 3.2.](#))

DAOs must complete the Notification of Termination from the Telework Program ([See Exhibit 2](#)) and provide it to employees who are no longer eligible and must be terminated from participation in the telework program because they have been officially disciplined for:

- Being absent without permission for more than 5 days in any calendar year; or
- [Violations of Subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch](#) for viewing, downloading, or exchanging pornography on a Federal government computer or while performing official Federal government duties.

Employees are expected to sign an acknowledgment of receipt at the bottom of the Notification of Termination from the Telework Program. If an employee refuses to sign the notice, the delegated official will annotate that "The employee declined to sign." Please note that Exhibit 4 provides template notices for bargaining unit employees covered under the AFGE, IFFTE, and NTEU National Agreements, as well as for nonbargaining unit employees and unrepresented bargaining unit employees. Be sure to use the notice that corresponds with employees' bargaining or

nonbargaining unit status as indicated in the “subject” line of the document. DAOs who have questions concerning issuing the Notification of Termination from the Telework Program should consult their servicing labor relations office.

Employees who are terminated under this section may never reapply to participate in the telework program as they are permanently ineligible.

DAOs must retain the original Notification of Termination from the Telework Program in the SSA-7B Extension File indefinitely and provide a copy to employees. (See [PPM S293_4](#))

DAOs must notify servicing personnel offices (SPOs) when a disciplinary personnel action terminates employees’ eligibility for telework. SPOs must include on the SF-50 remark ZS9, which states “This suspension permanently disqualifies the employee from telework while employed by the Federal government.”

6. SSA LABOR-MANAGEMENT AGREEMENTS

See the [Office of Labor-Management and Employee Relations web site](#) for additional provisions applicable to bargaining unit employees.

Provisions in collective bargaining agreements (CBAs) pertain to the respective bargaining unit employees and govern over the provisions in the SSA Personnel Policy Manual (PPM), unless the provisions of the PPM implement a nondiscretionary mandate of Federal statute or law or a government-wide regulation that predated the execution of the CBA.

7. RECORDS RETENTION

Records must be kept according to the National Archives and Records Administration (NARA) General Records Schedule 2.3. Employee Relations Records. This schedule can be accessed through the [NARA web site](#).

*** The Deputy Commissioner for Operations is conducting a pilot for bargaining and non-bargaining unit positions to determine whether any positions within that component will be eligible in accordance with [section 5.3.1](#). Telework during the pilot will be conducted in accordance with the PPM and applicable negotiated agreements. There is no guarantee that pilot positions will be determined to be eligible for telework on an ongoing basis.**

Outstationing

For bargaining unit employees, see applicable [Union/Management Contracts](#) in addition to the Personnel Policy Manual (PPM). Contract provisions take precedence over the PPM ([See Section 6](#)).

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[Exhibit 1](#) – Outstationing Request

[Exhibit 2](#) – Outstationing Agreement—Employee Outstationed to Other SSA Office

[Exhibit 3](#) – Outstationing Agreement – Employee Outstationed to His/Her Home

1. **ISSUE DATE** – November 2, 2015 (Revised July 2017 and October 2021)

2. **EMPLOYEES COVERED** – All nonbargaining unit employees.

3. **LAW AND REGULATION**

3.1. **Definitions (See Section 5.1.)**

3.1.1. **Change in Duty Station**

A change in duty station occurs when an employee's work site or station is moved to a new geographic location (a change in city/town, county, or State).

3.1.2. **Official Duty Station (See Section 5.1.4.)**

The official duty station encompasses the corporate limits of the city or town where employees work, or an established area having definite boundaries within which the official duty station is located, which is not greater than a 50 mile radius.

3.1.3. **Official Worksites**

Official worksites generally are the locations where employees regularly perform their duties. An agency must document employees' official worksites on the [SF-50, Notification of Personnel Action](#), blocks 38 and 39 showing the city, county, and state in which the official worksite is located (e.g., Woodlawn, Baltimore, Maryland).

3.1.4. **Positions of Record**

Positions of record refers to employees' official positions as documented on their most recent [SF-50, Notification of Personnel Action](#), and current [SSA-801, Position Descriptions](#). Positions to which appointing officials detail employees are not positions of record.

3.2. **Selecting Employees for Positions (See Section 5.2.)**

Delegated officials may select employees for positions to carry out SSA functions.

3.3. **Determining Locality Pay (See Section 5.7.4.)**

SSA will base employees' locality pay on the location of their official worksites ([See Section 3.1.2.](#)) associated with their positions of record ([See Section 3.1.3.](#)).

The Office of Personnel Management's website at <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/> contains information on the locality pay rates for each locality pay area.

3.4. **Determining Tax Liability**

Delegated officials will base employees' tax withholdings on the location of the official worksites ([See Section 3.1.2.](#)) associated with employees' positions of record ([See Section 3.1.3.](#)).

4. **[SSA DELEGATIONS OF AUTHORITY](#)**

5. **SSA POLICY**

5.1. **Definitions (See Section 3.1.)**

5.1.1. **Home Component**

The home component is the component in which employees are assigned to work.

5.1.2. **Host Component**

The host component is the SSA Deputy-level component that allows outstationed employees to use their worksite.

5.1.3. Host Locations

SSA worksites where outstationed employees work are commonly referred to as host locations.

5.1.4. Official Duty Stations ([See Section 3.1.1.](#))

The official duty station for employees located in the metropolitan Baltimore area includes the City of Baltimore, and the Maryland Counties of Baltimore, Anne Arundel, Carroll, Harford, and Howard.

The official duty station for employees located in the metropolitan Washington, D.C. area includes the Maryland Counties of Montgomery and Prince George's; the District of Columbia; the Cities of Alexandria, Fairfax, and Falls Church, Virginia; and the Virginia Counties of Loudoun, Fairfax, Prince William, and Arlington.

For all other locations, the official duty station is the greater of the boundaries of the metropolitan area in which employees work or a radius of 30 miles from employees' offices.

5.1.5. Outstationing

Outstationing allows delegated officials ([See Section 4.](#)) to change employees' official duty stations ([See Sections 3.1.1.](#) and [5.1.4.](#)) and allows employees to perform the duties of their positions at locations outside their home component's normal official duty station due to recruitment, retention, or other needs. Outstationing is not telework.

5.1.6. Softphone

A softphone is a software application that enables a desktop, laptop, workstation computer or other smart device to function as a telephone over the Internet. The software application acts as an interface, allowing employees to carry out normal telephone functions using the screen via a mouse, keypad, or keyboard. Conversations usually occur using a headset or a microphone and computer speakers.

5.1.7. Virtual Private Network (VPN)

VPN is a network that uses a public telecommunication infrastructure, such as the internet, to provide remote offices or individual users with secure access to their organization's network.

5.2. Outstationing Employees ([See Section 3.2.](#))

Delegated officials ([See Section 4.](#)) may outstation eligible employees outside their home component's normal official duty station. Delegated officials may not outstation employees within their home components' normal official duty stations ([See Sections 3.1.1.](#) and [5.1.4.](#)).

5.3. Determining Outstationing Eligibility

Employees are eligible for outstationing if they:

- Can perform their full range of duties if outstationed;
- Have 10 years of Federal service based on their leave service computation date;
- Are not serving probationary or trial periods (see [PPM S315_1](#) and [PPM S315_2](#));
- Are not in formal training programs, including developmental programs. Formal training status may include periods when employees need close supervision or regular feedback from management and/or technical mentors that cannot effectively be accomplished if outstationed;
- Are not on leave restrictions;
- Have at least an acceptable level of performance (e.g., successful contribution rating—Level 3) at the time outstationing begins ([See PPM S430_1](#));
- Are not on a Performance Assistance Plan or an Opportunity to Perform Successfully Plan, at the time they request outstationing nor have been on one for their current position in the preceding year ([See PPM S430_1](#)); and
- Have not been disciplined for any reason in the last 12 months.

Delegated officials ([See Section 4.](#)) may make exceptions to the above requirements if the exceptions are in the best interest of SSA and its operational needs. For example, an employee may not have 10 years of service. However, the employee could continue to do the duties of his/her position if outstationed. It may be in the interest of SSA and more cost effective to outstation the employee rather than have the employee resign and SSA hire a new employee. For vacancy announcements, eligibility exceptions must be made prior to the announcement.

Delegated officials ([See Section 4.](#)) should maintain written documentation of any exceptions made and the reasons with the outstationing request ([See Section 5.6.](#))

Employees who meet the eligibility requirements do not have a right to outstationing. Rather, delegated officials ([See Section 4.](#)) determine whether employees who meet all eligibility criteria will be outstationed.

5.4. Initiating Outstationing Due to Recruitment Needs, Retention Needs, or Other Needs

Delegated officials ([See Section 4.](#)) may offer outstationing to eligible employees due to recruitment, retention, or other needs. Generally, delegated officials should outstation no more than 10 percent of their components' workforce at any given time for these needs. Delegated officials should also consider office coverage when determining whether they should offer outstationing.

5.4.1. Recruitment Needs

Delegated officials ([See Section 4.](#)) may post merit promotion announcements with an offer of outstationing for employees who are not located at the home components' normal official duty station if they determine the position requires a unique skill set that makes it hard to fill. When recruiting for these positions, the area of consideration for the vacancy announcement must be "SSA nationwide" or available to all employee within a Deputy Commissioner level component. Announcements open to all federal employees may not include an offer of outstationing. Vacancy announcements should indicate: "Outstationing may be available for eligible employees." If components will only be offering outstationing to employees' homes, the vacancy announcement should indicate: "Outstationing may be available to eligible employees' homes." In addition, any eligibility exceptions must be stated in the announcements.

An offer of outstationing in an announcement does not guarantee that the selectee will be outstationed. Outstationing is contingent on eligibility ([See section 5.3.](#)) and space availability in the prospective location unless employees will be outstationed to their homes ([See Section 5.5.](#)). Normal merit systems rules will apply to selections. The selecting official must consider selecting candidates who are not eligible for outstationing and base selections on his or her judgment as to which of the candidates has the greatest potential for successful performance of the duties and responsibilities of the position being filled.

If a selectee would like to be outstationed, Delegated officials ([See Section 4.](#)) must have the selected applicant(s) complete an outstationing request ([Exhibit 1](#)) and the applicable outstationing agreement ([Exhibit 2](#) or [Exhibit 3](#)) prior to finalizing selection(s).

5.4.2. Retention Issues

Delegated officials ([See Section 4.](#)) may offer outstationing to current employees if they determine the unusually high or unique qualifications of the employees or a special need of SSA for the employees' services make it essential to retain the employees and the employees would likely leave Federal service in the absence of outstationing.

5.4.3. Other Needs

Delegated officials ([See Section 4.](#)) may consider outstationing requests based on other needs.

Delegated officials ([See Section 4.](#)) who offer outstationing to employees due to recruitment, retention, or other needs must have employees complete a Request for Outstationing ([Exhibit 1](#)) if they wish to participate.

5.5. Determining Outstationing Locations

Delegated officials ([See Section 4.](#)) should first consider outstationing their employees to their component's official worksites. If their component does not have any available worksite space for their employees to be outstationed, delegated officials should consider outstationing employees to other Deputy Commissioner (DC)-level components' worksites that employees have indicated are their preferred outstationing worksites. Employees should include at least three locations on the Request for Outstationing ([Exhibit 1](#)).

If no SSA worksites are available or outstationing to other SSA offices is not feasible, delegated officials may consider outstationing employees to their homes.

5.6. Approving Outstationing Requests

Employees who have been offered outstationing due to recruitment, retention, or other needs must complete a Request for Outstationing ([Exhibit 1](#)) and forward it to their delegated approving officials. Delegated officials will review employees' requests to determine eligibility for outstationing.

Delegated officials who would like to outstation eligible employees to facilities occupied by other DC-level components must contact the component to determine space availability. In situations where a component has posted an internal vacancy with the option for outstationing, the selecting official should determine space availability prior to finalizing a selection.

When evaluating whether space is available, host components should consider unused workstation space only. Components should not consider common space or specially designated areas such as conference or training rooms. Components should also not consider procuring additional space.

If space is available, the delegated official ([See Section 4.](#)) of the host component should provide a point of contact for the new duty station to the delegated official of the requesting component.

If no space is available, delegated officials ([See Section 4.](#)) may consider outstationing employees to their homes ([See Section 5.9.](#)).

Delegated officials ([See Section 4.](#)) should notify employees if they have approved or denied their outstationing requests within 30 workdays. There are no appeal rights for denied requests.

Delegated officials ([See Section 4.](#)) should retain copies of the approved/denied outstationing requests in employees' SSA-7B, Employee Record Extension File ([See PPM S293_4](#)). Delegated officials should retain approved requests for 1 year after the outstationing ends, and denied requests for 1-year from the date of denial.

5.7. Participating in Outstationing—General Requirements

5.7.1. Obtaining Outstationing Agreement

Delegated officials ([See Section 4.](#)) must have employees complete outstationing agreements once they are approved for outstationing to new SSA official worksites ([Exhibit 2](#)) or their homes ([Exhibit 3](#)).

5.7.2. Updating SSA-801, Position Description

Delegated officials ([See Section 4.](#)) should contact their component's servicing personnel office (SPO) if they determine employees will be outstationed and have the new duty location(s) added to the [SSA-801](#), Position Description prior to initiating the [SF-50](#), Notification of Personnel Action, changing the official duty stations ([See Section 5.7.3.](#)).

5.7.3. Initiating Personnel Actions for Change in Duty Stations

Once the home component's SPO updates the [SSA-801](#), Position Description, the home component must initiate an [SF-50](#), Notification of Personnel Action, to change the employee's official duty station effective on the date the employee relocates.

When employees are outstationed to their homes, their official duty station is the city, county and state where their homes are located.

5.7.4. Determining Locality Pay ([See Section 3.3.](#))

Delegated officials ([See Section 4.](#)) should inform employees, in writing, that their locality pay will be based on the outstationed location and may result in a change in their locality pay if they are approved for outstationing. For example, if an employee's home component's normal official duty station is Baltimore, Maryland and an employee is outstationed to a host component in Atlanta, Georgia, the employee's locality pay will be based on Atlanta, Georgia.

5.7.5. Paying Relocation Expenses When Outstationing Commences

SSA will not pay relocation expenses for employees who request outstationing since the employee will be choosing the location and any relocation will be primarily in the interest of the employee ([See PPM S335_4](#)).

5.7.6. Accounting for Time and Attendance

Outstationed employees must use SSA's automated time and attendance system, if available, to account for their time and attendance. Otherwise, outstationed employees must use the [SSA-30](#), Time and Attendance Roster, to account for their regular tours of duty, and the home component must establish procedures for obtaining employees' SSA-30s and certifying their time and attendance. In addition, outstationed employees must use SSA's automated time and attendance system, if available, to account for overtime and holiday work.

Otherwise, outstationed employees must use the [SSA-29](#), Serial Overtime or Holiday Work Attendance Roster, to account for overtime and holiday work, and the home component must establish procedures for obtaining employees' SSA-29s and certifying their time and attendance.

Employees must request leave ([See PPM S630_1](#)) from their leave approving officials in their home components using SSA's automated time and attendance system, if available. Otherwise, outstationed employees must use the [SSA-71](#), Application for Leave, to request leave, and the home component must establish procedures for obtaining the SSA-71's for approving/denying employees' leave requests.

Outstationed employees must notify the host component when using approved leave.

5.7.7. Participating in Training

Home components are responsible for employees' training activities. If outstationed employees cannot complete required training at the outstationed location, home components are responsible for arranging the required training and any additional costs incurred, including travel and overtime costs.

5.7.8. Handling Worksite Problems

Outstationed employees must promptly notify delegated officials ([See Section 4.](#)) of any condition(s) that will affect their ability to perform their official duties (e.g., equipment failure, power outages, telecommunication difficulties). Delegated officials will assess the situation and determine the appropriate course of action, including the granting of leave ([See PPM S630_1](#)) or excusing employees' absences ([See PPM S630_9](#)).

5.7.9. Accounting and Evaluation of Work

Outstationed employees are expected to perform their official duties without interruption. Outstationed employees must not use official duty time for any purpose other than performing their official duties and those activities contained in [PPM Chapter S630_9, Section 5.4](#). Outstationed employees must be accessible by phone, email, and Lync to their supervisors, clients, colleagues, and external customers during working hours, exclusive of the meal and break periods.

Delegated officials ([See Section 4.](#)) will assess outstationed employees' performance in accordance with [PPM Chapter S430_1](#). Delegated officials may conduct performance discussions (i.e., initial, mid-cycle, appraisal, etc.) and similar activities via telephone or video. Generally, the home component should not have employees return to their home components' normal official duty stations to conduct performance discussions and related activities. Delegated officials may email unsigned performance documents or signed copies to and from the outstationed employees. Delegated officials should mail performance documents that need to retain the wet signatures within 5 business days of discussing with the employee. Upon receipt, the employee has 5 business days to return the document with the wet signature to the supervisor.

To assist with assessing performance, delegated officials ([See Section 4.](#)) may require outstationed employees to submit electronic accounts of the work performed at the outstationed location at whatever intervals are most appropriate for the work the outstationed employees are performing. The delegated official will determine the format and required content of the electronic account.

If the delegated official ([See Section 4.](#)) determines outstationing is hindering the employee's performance, the delegated official can terminate outstationing and direct the employee to return to the home component's official duty station. In these situations, relocation expenses will be handled in accordance with [PPM Chapter S335_4](#).

5.7.10. Abiding by Rules of Conduct

Outstationed employees must abide by all laws, governmentwide rules and regulations, and SSA policies governing employee conduct, including the [Standards of Conduct for Employees in the Executive Branch](#), the [Privacy Act](#), and the [SSA Annual Personnel Reminders](#).

Failure to follow these laws, regulations, and policies could result in disciplinary action.

5.7.11. Reporting Accidents or Injuries

Outstationed employees will notify their supervisors immediately of any accidents or injuries that occur in the course of performing their official duties. Employees will timely complete all forms required to process an initial claim under the Federal Employees' Compensation Act, if they chose to file a claim.

5.7.12. Traveling to the Home Component

Home components will pay outstationed employees' travel expenses when they require employees to return to their home components to perform official duties. Home components determine those situations in which

outstationed employees must return to the home component's normal official duty station.

Delegated officials ([See Section 4.](#)) should advise outstationed employees, in writing, that they are not entitled to periodic trips to the home component.

5.7.13. Relocating After Being Outstationed

Employees' home components will pay outstationed employees' relocation expenses to return to their home components or alternative locations that will become employees' official duty stations only if the relocation is primarily in the interest of the government. SSA will not pay relocation expenses for outstationed employees who request to return and relocate to their home components' locations or alternative locations since SSA considers these relocations in the primary interest of the employees and not in the primary interest of SSA. ([See PPM S335_4.](#))

5.7.14. Position Changes

Outstationed employees may apply for other SSA positions. For area of consideration purposes, they will be considered based on both their outstationed location and the location of their home component. Selectees will need to abide by the requirements of the vacancy announcement and relocate, possibly at their own expense, if the new position was not advertised with an outstationing option.

If outstationed employees change positions outside of a vacancy announcement (e.g., non-competitive reassignment, requested change to lower grade, etc.), outstationing may be terminated, and employees may be required to report to a new duty station. The determination for paying any relocation expenses will be based on [PPM Chapter S335_4.](#)

Home components must notify the host component if outstationed employees change positions or are no longer outstationed.

5.7.15. Component Changes

Home components must notify host components if outstationed employees change components.

5.8. Participating in Outstationing at SSA Host Locations

5.8.1. Providing Building Access

Delegated officials ([See Section 4.](#)) should contact the host components' contact points to secure the appropriate building access and parking access, if available, for outstationed employees.

5.8.2. Providing Office Equipment and Supplies

Delegated officials ([See Section 4.](#)) should contact the host components' contact points to coordinate providing outstationed employees with the appropriate workspace, network connection, IT on-site services, telephone service, office supplies, and other workplace needs.

Home components should provide outstationed employees their normal equipment including a single portable computing device (e.g., laptop) and docking station or desktop computer, monitor, mouse, printer, and scanner for use at the host components' duty locations as well as any other necessary office equipment including computer hardware and software.

5.8.3. Establishing Work Schedules and Regular Working Hours

Normally, outstationed employees will follow their home components' work schedules, e.g., fixed shift, flextime, flexible 5/4-9, flexible 4/10, ([See PPM S610_1](#)) and working hours adjusted for differences in time zones. For example, if the maximum limits of the home component's flexible schedule are 6 a.m. and 6 p.m. eastern time, the maximum limits of the flexible schedule for an employee in the pacific time zone would be 6 a.m. and 6 p.m. pacific time.

However, if host components cannot accommodate employees' home components' work schedules and working hours, delegated officials ([See Section 4.](#)) will determine employees' working hours based on the host components' working hours.

5.8.4. Establishing Meal Periods and Breaks

Normally, outstationed employees will follow their home components' meal periods and breaks adjusted for differences in time zones. ([See PPM S610_1](#)).

However, if host components cannot accommodate employees' home components' meal periods and breaks, delegated officials will determine employees' meal periods and breaks based on the host components' meal

periods and breaks.

5.8.5. Working Additional Hours

Normally, outstationed employees will follow SSA policies as well as their home components' policies for working additional hours (e.g., credit hours, overtime). However, home components must ensure that host components can accommodate employees when approving overtime or allowing employees to work additional hours such as credit hours since the hours of operation at the host component may be different from the home component.

5.8.6. Late Openings, Early Dismissals, and Building Closures ([See PPM S630_10](#)).

Outstationed employees will follow their host components' announcements regarding late openings, early dismissals, and building closures. Outstationed employees should notify their supervisors when late openings, early dismissals or building closures occur at the time of the occurrence or as soon as possible after an occurrence.

5.8.7. Providing Emergency Contact Information

Outstationed employees must share emergency contact information with the home and host components.

5.8.8. Providing Security Procedures

The host component must review security procedures and the Continuity of Operations Plan procedures with outstationed employees and employees must follow those procedures.

5.8.9. Following Office Protocol

Outstationed employees must familiarize themselves with their host components' office protocol. Outstationed employees should notify their host components when they will not be working at their host components' site because of telework, leave, official travel, etc.

5.8.10. Teleworking

Outstationed employees may telework if approved by their home components ([See PPM S650_1](#)). Outstationed employees should notify their host components of the days they are approved to telework.

5.8.11. Terminating Use of Space

If host components can no longer accommodate outstationed employees due to their space needs or other issues, host components should notify home components at least 30 calendar days, but preferably 60 calendar days, prior to the need for the space.

Home components should determine whether they can reassign employees to other SSA duty locations near their host component's official duty station. If no SSA space is available to host outstationed employees, delegated officials may outstation employees to their homes or order them to return to their home component's location. In deciding whether to return employees to their home components, delegated officials should take into consideration the rules concerning payment of relocation expenses for changing the duty station ([See PPM S335_4](#)). Employees must be available to return to duty at employees' home component's duty stations or other agency-determined duty stations no later than 60 days after the home component notifies the employees that they will no longer be outstationed at their current location.

5.9. Participating in Outstationing at Employees' Homes

Delegated officials ([See Section 4.](#)) may outstation employees to their homes if no SSA host locations are available. When employees are outstationed to their homes, their homes become their permanent official duty station. Outstationing employees to their homes is not telework ([See PPM S650_1](#)).

5.9.1. Providing Office Equipment and Supplies

5.9.1.1. Portable Computing Device

Home components should provide outstationed employees their normal equipment including a single portable computing device (e.g., laptop) and docking station or desktop computer, monitor, mouse, printer, and scanner for use at the employee's home as well as any other necessary office equipment including computer hardware and software. Home components should also provide VPN access for employees to use at their homes.

In accordance with the [Information Security Policy, Section 3](#), outstationed employees may connect personal keyboards, monitors/TVs, and mice to their SSA provided portable computing device (e.g.,

laptop) as long as they do not require the interactive installation of drivers or other software.

Outstationed employees must have and maintain high-speed/broadband internet access at their own expense.

SSA retains ownership and control of any agency-furnished hardware, software, and data and is responsible for maintaining, supporting and repairing the equipment. There will be no onsite information technology support provided in employees' homes.

Outstationed employees are responsible for the care, use, and safeguarding of their Government property, including equipment and data.

Outstationed employees should report problems with their portable computing devices to their supervisors as soon as possible. If the portable computing devices are defective, home components should contact the Laptop Depot to arrange to have new devices shipped to employees as soon as possible. Delegated officials ([See Section 4.](#)) may instruct employees to use personal computing devices to accomplish their workload through agency-sponsored, web accessible resources (such as Outlook Web Access) or report to a different location while SSA repairs their equipment or issues new equipment.

5.9.1.2. Other Office Equipment and Supplies

Outstationed employees must furnish and maintain all other equipment deemed necessary by the delegated officials to perform their official duties (e.g., desk, chair, surge protector, locking file cabinet) at their own expense.

Employees should follow their components' procedures for ordering any necessary supplies (e.g., pens, paper).

5.9.2. Providing Phone Service

Outstationed employees must use a softphone or agency phone technology, if available.

If agency phone technology is not available, employees must furnish their own telephone and service.

Employees are responsible for all local calls. Upon request, SSA will issue Government phone cards to employees who need to place long-distance or toll calls for their official duties, as this is the only way SSA will pay for long distance calls. SSA will not reimburse employees who use their personal phones or some other method for long distance calling. ([See AIMS, MRM, Chapter 05.](#))

5.9.3. Handling Technical Problems

Outstationed employees are on official duty time when they cannot perform their duties because they are experiencing technical problems caused by SSA. Employees must request leave if they cannot perform their duties because they are experiencing technical problems not caused by SSA such as an Internet outage. Excused absence/administrative leave is not appropriate for problems not caused by SSA. Employees who are experiencing technical issues and are unsure of the cause, should consult their outstationing delegated approving official ([See Section 4.](#)) to determine the appropriate action.

5.9.4. Maintaining Records

Outstationed employees should maintain records in accordance with SSA's records management procedures ([See AIMS, MRM, Chapter 07.](#)).

5.9.5. Maintaining Home Worksite

Outstationed employees are responsible for maintaining their home worksites in a manner that is conducive to business and is free of hazards. Employees must have adequate workspace, proper lighting, power, other utilities, adequate environmental conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

SSA is not liable for damages to personal or real property occurring during the performance of official duties except to the extent established by law.

5.9.6. Establishing Regular Working Hours

Normally, outstationed employees will follow their home component's working hours adjusted for differences in time zones. For example, if the maximum limits of the home component's flexible schedule are 6 a.m. and 6 p.m. eastern time, the maximum limits of the flexible schedule for an employee in the pacific time zone would be 6 a.m. and 6 p.m. pacific time.

5.9.7. Establishing Meal Periods and Breaks

Normally, outstationed employees will follow their home components' meal periods and breaks.

5.9.8. Working Additional Hours

Outstationed employees will follow SSA policies as well as their home components' policies for working additional hours (e.g., credit hours, overtime.).

5.9.9. Late Openings, Early Dismissals, and Building Closures

Outstationed employees must complete their entire daily tour of duty when there is a late opening, early dismissal, or full day building closure at their home components' worksites.

5.10. Changing Outstationing Locations and Terminating Outstationing

Delegated officials ([See Section 4.](#)) may change outstationing locations (e.g., from one SSA facility to another, from an SSA facility to the employee's home, or from the employee's home to an SSA facility) or terminate outstationing and return employees to their home component's official duty station at SSA's expense when in the best interest of SSA. Delegated officials should take into consideration the rules concerning payment of relocation expenses for changing the duty station as any changes initiated by the agency would be in the government's interest and at SSA's expense. See [PPM Chapter S335_4, Section 5.2.](#)

Disciplinary action may result if the delegated official ([See Section 4.](#)) directs employees to return to the home component's normal official duty station, and they refuse.

Delegated officials ([See Section 4.](#)) may approve employees' requests to return to their home components' official duty stations and terminate outstationing. If approved, employees must pay their own expenses when returning to their home components normal official duty location.

Home components must notify host components if delegated officials terminate outstationing.

5.11. Separating Outstationed Employees

Delegated officials ([See Section 4.](#)) must ensure that outstationed employees return all SSA equipment when separating from SSA, using an SSA-approved shipping provider.

6. RECORDS RETENTION

Records must be kept according to the National Archives and Records Administration (NARA) General Records Schedule 2.2., Employee Management Records. This schedule can be accessed through the [NARA web site](#).

Domestic Employees Teleworking Overseas

For bargaining unit employees, see applicable [Union/Management Contracts](#) in addition to the Personnel Policy Manual (PPM). Contract provisions take precedence over the PPM ([See Section 6.](#)).

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[Exhibit 1](#) – DETO Agreement

1. **ISSUE DATE** – January 17, 2024
2. **EMPLOYEES COVERED** – All SSA non-bargaining unit employees and unrepresented bargaining unit employees, who are included on orders of a U.S. Government sponsoring employee.
3. **LAW AND REGULATION**

3.1. Establishing an Agency Domestic Employees Overseas Policy

Section 6202 of the Fiscal Year (FY) 2022 National Defense Authorization Act (NDAA) (Public Law 117–81, December 27, 2021) requires Federal agencies to “establish a policy enumerating the circumstances under which employees may be permitted to temporarily perform work requirements and duties from approved overseas locations where there is a related Foreign Service assignment pursuant to an approved Domestic Employee Teleworking Overseas (DETO) agreement.”

4. SSA DELEGATIONS OF AUTHORITY

See [delegations of authority](#).

5. SSA POLICY

5.1. Definitions

- **Change in Duty Station** occurs when an employee's worksite or station (the physical work address) is moved to a new geographic location (a change in city/town, county, or state).
- **Chief of Mission (COM)** means the Department of State (DoS) official overseeing the approval of the DETO and responsible for direction, coordination, and supervision of all U.S. government executive branch employees within the COM's country of assignment.
- **Delegated Approving Official (DAO)** means the person with the delegated authority to approve a particular action. See the Delegations of Authority in [Section 4](#).
- **Domestic Employee Teleworking Overseas (DETO)** means a covered employee ([see Section 2](#).) assigned to a domestic position, teleworking from an overseas location for a limited period of time. Although the domestic employee is not assigned or detailed to the overseas location, the DETO's duty station will be temporarily changed to reflect the overseas alternate worksite for the duration of the DETO arrangement.
- **DETO Agreement** means an official agreement documenting the terms and conditions of the DETO arrangement. [See Exhibit 1 - DETO Agreement](#).
- **DETO Coordinator** means the SSA Human Resources (HR) official in the Office of Personnel, Center for Policy and Performance Management, responsible for the DETO policy and coordination with other agencies. Normally, the DETO Coordinator will also be the agency Telework Coordinator ([See PPM S650_1](#)).
- **Employing Agency** means the agency and component to which the DETO is officially assigned and where the fulltime equivalent (FTE) is allotted.
- **Host Agency, Bureau, or Location** means the regional agency, bureau, or location that has authority over the location in a foreign country where the DETO is living.
- **International Cooperative Administrative Support Services (ICASS) Costs** means costs that cannot be directly attributed to an agency and are distributed via ICASS as either Post-obligated costs or non Post-obligated costs. ICASS costs, if applicable, must be discussed in advance and incorporated into the DETO Agreement.
- **Office of Information Security (OIS)** means the office within the Office of Systems which will review and approve the systems access and information security requirements and guidelines for each DETO agreement on a case-by-case basis. OIS will determine what security requirements and guidelines apply for any government issued equipment (e.g., cell phone).
- **Official Worksites** mean the locations (physical address) of an employee's position of record where employees regularly perform their duties. This physical location must be specified in the DETO agreement and may be subject to a security inspection.
- **Official Duty Station (ODS)** means the corporate limits of the city or town where employees work, or an established area having definite boundaries within which the official worksite is located, which is not greater than a 50-mile radius (using a straight-line distance).
- **Overseas Alternate Duty Station (OADS)** means an approved overseas location, from which the employee will perform the duties of their domestic position through telework via the DETO arrangement. Classified work will only be permitted from a U.S. government facility or network. In most circumstances, unclassified work also may not be conducted from an overseas residence and SSA will need to pay for workspace at the Embassy, Consulate, or U.S. military base if available. DETO arrangements from a residence will be assessed on a case-by-case basis and must be approved by the employee's home component. The Office of Information Security will also conduct a review and risk assessment. Additionally, SSA has the right to require a separate agreement be signed by the individual or organization paying for the residence regarding security and safety standards.
- **Positions of Record** refers to employees' official positions as documented on their most recent [SF-50, Notification of Personnel Action](#), and current [SSA-801, Position Descriptions](#). Positions to which appointing officials detail employees are not positions of record.
- **Sponsored DETO** means a covered employee ([see Section 2](#)) who is the spouse of a sponsoring employee assigned overseas and is on the U.S. Government orders of this sponsoring employee. An SSA DETO must be on the U.S. Government orders of a sponsoring employee assigned overseas.
- **Sponsoring Employee** means either a Foreign Service or Civil Service employee who is or will be assigned (not temporary duty travel or TDY) to a U.S. mission abroad under Chief of Mission (COM) authority or an

office of the American Institute in Taiwan, or 2) a Department of Defense (DoD) employee or uniformed service member who is or will be assigned (not TDY) to a military base or U.S. mission abroad.

5.2. Overview

5.2.1. Program Overview

A DETO arrangement is not an employee entitlement but rather a limited duration workplace flexibility option that SSA may consider to allow covered employees ([see Section 2.](#)) who are assigned to domestic positions to accomplish their duties in an overseas location from an OADS. SSA will only approve sponsored DETO agreements where an SSA employee has been named on the U.S. Government orders of a spouse being ordered overseas.

A DETO arrangement is not a reasonable accommodation. For reasonable accommodations, see [PPM S1630_1](#).

SSA employees with a DETO arrangement must be in compliance with the Department of State's Executive Secretary Memorandum, Policy Requirements for Executive Branch Domestic Employees Teleworking from Overseas, SSA's Information Security Policy, [Section 3.1.9.2 International Travel](#), the agency's [Telework Training](#), and complete a written agreement in [Exhibit 1 - DETO Agreement](#).

DETO arrangements in the Federal Government are different from normal telework due to increased security concerns and costs to employing agencies. SSA will consider requests on a case-by-case basis. SSA employees seeking a DETO arrangement should consult with the SSA DETO Coordinator as early as possible in the process as Department of State (DoS) approval can take anywhere from three to six months.

Before SSA will approve a DETO, the employee must meet overseas training requirements, the agency's international travel requirements, and have proper documentation such as passports, visas, and any additional work permits required to perform work in the foreign location. For sponsored DETOs, normally the sponsoring agency will arrange for visas and work permits. A DETO may entail significant costs to the agency, the employee, or both, including security and administrative support costs. The DETO agreement must clearly explain the costs paid by the component and the costs paid by the employee.

DoS policy requirements apply to all Federal Executive Branch agencies in addition to the requirements of the Telework Enhancement Act of 2010 and SSA policies.

5.3. Eligibility Considerations

- A DETO arrangement cannot begin until all required official approvals have been obtained.
- Employees must be named in the orders of the sponsoring employee ([see Section 5.1.](#)) and have proof that the sponsoring employee will be assigned overseas.
- Employees must meet all eligibility requirements for the Telework Program (see [PPM Chapter S650_1](#), Section 5.3.2). In addition, when delegated approving officials (DAO) recommend approval for employees to participate in the DETO program, they are confirming that employees are able to perform their full range of job duties remotely (e.g., in-person interaction with customers and employees is not required, onsite duties are not required, appropriate IT equipment is available for all duties, all workloads are fully portable, reliable high-speed internet is available).
- Employees who are in formal training programs (e.g., considered trainees) may be ineligible for DETO approval.
- DETO agreements and OADS must be assessed on a case-by-case basis for information security guidelines and approval by the DAO.
- A DETO Agreement must be reviewed by the DAO every six months to ensure that it meets the needs of the office and the employee. Depending on the outcome of the review, employees with approved DETO agreements may need to provide updated or additional documentation.

5.3.1. Tiered Approach to Addressing DETO Requests

After proof of the sponsoring employee's assignment has been received, the DAO ([see Section 4](#)) should use a tiered approach to evaluate employees' requests to determine if a DETO agreement and arrangement is in the best interest of employees and SSA.

1. If employees **can** perform their current position's full range of duties from an overseas location, proceed with their DETO request and complete steps in [Section 5.3.2](#). Please note that supervisors should discuss the conditions of employment in [Section 5.6](#), below with employees, including expectations concerning work schedules.

2. If employees **cannot perform** their current position's full range of duties from an overseas location, use the agency's hardship reassignment procedures to determine if the employee can be reassigned to another position where a DETO agreement could be considered. If a position where a DETO agreement could be approved can be identified, complete the steps in [Section 5.3.2](#).

Generally, when the DETO is terminated, employees will be reassigned back to their original position. DAOs will work with component supervisors and employees to finalize position and necessary personnel actions after DETO completion.

3. If employees cannot be considered for a DETO request under steps 1 and 2 above, DAOs will grant them for leave without pay (LWOP) as described in PPM [S630_6](#) for up to 36 months, provided their sponsoring employee's orders do not exceed this limit. If the sponsoring employee's orders exceed this limit, LWOP must not be approved. Employees are subject to rules concerning outside activities during this period (SSA-520) and must keep their supervisors updated concerning their interest in continued employment with SSA and the anticipated duration of their overseas assignment. Employees should review information on outside employment in the [SSA Annual Personnel Reminders](#).

5.3.2. Establishing a DETO Arrangement

Employees must follow the steps for establishing a DETO arrangement outlined below. For more detailed guidance and requirements, refer to the Information Security Policy, [Section 3.1.9.2, International Travel](#).

1. Employee obtains approval from DAO that their position would be eligible for DETO or that they may be reassigned (see [PPM S335_7](#)) to a position eligible for DETO (see [Section 5.3.1](#)).

2. Component DAO at the Deputy Commissioner (DC) or Associate Commissioner (AC) level assesses operational risk and confirms space availability.

- Component DAOs are the final approving official within SSA for DETO agreements, so they must be fully aware of the data access, operational risks, and any other risks associated with approving an employee for a DETO assignment. The DAO must consider the nature of the employee's position, the type of systems accessed, the type of data accessed, the location of the assignment, and any other risks associated with granting an employee access from an overseas location.
- If any classified information, global query, or widespread access to SSA programmatic systems, access to HR systems, or other highly sensitive or closely controlled information will be accessed during the course of the assignment, government space and network access must be arranged for the OADS. Component DAOs may contact OIS through the [International Travel Device Request Process](#) with any questions concerning systems access or information security. Components must arrange for government facility and network access using the following process:
 - Components should first determine whether SSA has existing workspace through the Office of Earnings and International Operations (OEIO) at a Federal Benefits Unit (FBU) that has already been paid through the ICASS process. Components should contact OEIO at [||OCO OEIO Controls](#) to identify this space.
 - If FBU space is not available, components should ask OEIO to contact DoS through the ICASS process and determine if sufficient space can be made available and the cost. Costs for space may include workstations, desks, chairs, office supplies, and other related items. Components must work with OEIO to obtain additional budget support from the Office of Budget for the additional ICASS costs.
 - If FBU and DoS space are not available, components should work with the agency DETO Coordinator to determine if DoD has space available and the cost for that space.
- In instances where information accessed during the assignment will be limited to typical and normal programmatic access that a front-line technician would have or HR systems will not be accessed, a residence may be considered as the OADS on a case-by-case basis. Information on the residence provided by the mission or the private residence, and the internet provider to be used must be provided to the OIS for assessment in step 4 below. Additional written approval and security agreements may be necessary.

3. Supervisor obtains approval from component DAO for the DETO;

4. In conjunction with supervisor and SSA DETO Coordinator, employee prepares draft DETO Agreement using Exhibit X – DETO Agreement;

5. All DETO Agreements must be reviewed and signed by the following individuals in this order and must attach information concerning the OADS and internet connection proposed:

- (a) The employee;
- (b) The supervisor;
- (c) The component DAO;
- (d) The OIS DAO approving the information security arrangements through the [International Travel Device Request Process](#). See OIS's [Information Security Policy](#) for more information.
- (e) The SSA DETO Coordinator at [SSA DETO Policy](#);
- (f) The DoS host bureau Executive Director (after contacting detopolicy@state.gov for the current POC); and
- (g) The Post Management Counselor or their other designated Post management official at the relevant Post.

6. After all required signatures and documents have been obtained for the DETO Agreement, the SSA DETO Coordinator must submit justification and documentation to the Policy and Global Presence Directorate in DoS Office of Management Strategy and Solutions (M/SS) through the NSDD-38 web application for review and process of the NSDD-38 action to Post to formally obtain Chief of Mission approval (for DETO arrangements of 365 days or more). If the employing agency does not have a NSDD-38 account log in, they may request one from the M/SS NSDD-38 team at MSS-NSDD38@state.gov. For DETO arrangements lasting fewer than 365 days the SSA DETO Coordinator must request Chief of Mission approval via eCountry Clearance.

7. A DETO arrangement cannot begin until it has received all required official approvals, including all required signatures for the DETO Agreement and COM approval via NSDD-38 or eCountry Clearance, as applicable.

8. When reporting for duty at the overseas location, the DETO is required to notify their supervisor, timekeeper, HR processing component, and the DETO Coordinator ([SSA DETO Policy](#)) of the effective start date of the DETO arrangement for processing the SF-50, Notification of Personnel Action, documenting the change in duty station to the overseas location. Requests for personnel action processing and pay setting assistance should be directed to [DCHR OOHRS](#).

5.3.3. Connection Requirements

Outside of the United States (U.S.) or U.S. Territories, DETOs are normally only permitted remote access to SSA Information Systems from a U.S. government facility or network. During the assignment, in instances where information access is required, it will be limited to typical and normal programmatic access that a front-line technician would have. When no HR systems access is available, a residence may be considered as the OADS on a case-by-case basis provided that sufficient information concerning the residence and Internet Service Providers (ISPs) can be established. DETOs must not remotely access SSA Information Systems (i.e., establish a VPN connection) from foreign locations with unknown ISPs (i.e., hotels, Internet cafes, private residences, etc.).

Outside of the U.S. or U.S. Territories, DETOs must not be permitted to remotely access SSA Information Systems using wireless technology including broadband cellular wireless services.

- a. Wireless services must be disabled; and
- b. Wireless cards must be physically removed, where possible.

5.4. Beginning DETO Arrangement

Covered employees ([see Section 2](#).) who have been reassigned to a new position for which they will have a DETO arrangement ([see Section 5.3.1](#).) should be allowed a minimum of two full pay periods to work in the position domestically with the domestic supervisor.

Employees who are approved for DETO arrangements may continue working at their official worksite until travel begins. Alternatively, DETOs may request personal leave or LWOP for any period prior to the start of the DETO arrangement and any necessary travel, in accordance with normal leave policies. Since SSA is not ordering the worksite change, administrative leave will not be provided.

When reporting for duty at the overseas location, the DETO is required to notify the supervisor, timekeeper, HR processing component, and the SSA DETO ([^SSA DETO Policy](#)) Coordinator (of the effective start date of the DETO arrangement for processing the SF-50, Notification of Personnel Action, documenting the change in duty station to the overseas location. Requests for personnel action processing should be directed to [^DCHR OOHS](#).

5.5. DETO Requirements for Anti-Nepotism Reviews (ANR)

If the sponsoring employee is an employee of DoS, refer to [3 FAM 8327](#) for the policy which stipulates that an ANR is required before a DETO candidate is permitted to work at the same Post as his or her sponsoring employee, when the DETO candidate's sponsoring employee is the Chief of Mission, Deputy Chief of Mission, Principal Officer, Deputy Principal Officer, or where any elements of the "Prohibited Conditions" listed in [3 FAM 8326](#) might appear to potentially exist. This situation will require additional steps and approvals.

5.6. Conditions of Employment

5.6.1. Duty Station Location

Employees with approved DETO agreements remain assigned to their office's organization and position, but unlike normal telework the duty station/location code for the employee must change to reflect the OADS where the employee is physically working abroad. The OADS is the official agency worksite or home residence where employees approved for DETO regularly perform their job duties. The OADS must be documented on the SF-50, Notification of Personnel Action, blocks 38 and 39 showing the city, county, and state in which the ODS is located (e.g., Frankfurt, Germany).

5.6.2. Locality Pay

The DETO locality payment is equal to the lesser of—

- (1) the amount of title 5 locality pay the employee would have been paid if the official duty station of the employee had not been changed to an overseas location under the DETO arrangement; or
- (2) the amount of overseas locality pay the employee would be paid if the employee were an eligible member of the Foreign Service (i.e., designated class 1 or below for purposes of section 403 of the Foreign Service Act), as continued to be authorized under section 9802(c) of the FY 2023 NDAA.

See the [OPM guidance for the FY 2023 provisions on DETO locality pay](#).

A special personnel action must be processed with manual setting of the locality pay.

5.6.3. Processing Personnel Actions

All personnel action processing for DETO arrangements will be handled centrally by [^DCHR OOHS](#). The overseas duty station (overseas alternate worksite) must be documented on an employee's Form SF-50, Notification of Personnel Action. Locality pay will also need to be set manually ([See Section 5.6.2.](#)).

5.6.4. Federal Employee Health Benefits (FEHB)

Employees enrolled in a regional health insurance plan will have the opportunity to change to a health insurance plan that offers coverage in their new duty station area. Additionally, employees that transfer to a duty post outside the U.S. (or vice versa) are allowed an opportunity to change their health insurance plan enrollment regardless of their current coverage. To make changes, employees should complete an [SF2809 - Health Benefits Election Form \(opm.gov\)](#) and return to DCHR.OOHS@ssa.gov.

Plan information can be located on the Office of Personnel Management's (OPM) [Plan Information](#) pages. Important information regarding international coverage can be found on OPM's [Important Facts about Overseas Coverage](#) page.

If enrolling in a health plan covering family members, OPM now requires agencies to verify all family members eligibility for coverage any time a qualifying life event occurs. Employees should return copies of the appropriate [FEHB Family Member Eligibility Documents \(opm.gov\)](#) along with their SF-2809 to the email above to ensure prompt processing.

5.6.5. Leave and Holidays

Employees must follow normal leave policies. DETOs are obligated to regularly communicate with their supervisor and timekeeper to assure that leave and regular duty hours are properly reported to avoid over-payments or under-payments. Employees are expected to work during closures at the employees' home office work site and would not be entitled to weather and safety leave. Employees may be entitled to weather and

safety leave for events affecting the host country/Post. Please refer to Personnel Policy Manual (PPM) [S630_10](#), Weather and Safety Leave.

Employees with approved DETO agreements are not entitled to Home Leave. See [PPM S630_15](#).

Employees are only entitled to pay for U.S. holidays and are expected to work during local holidays of the host country/Post. In situations where host offices (e.g., U.S. embassies and consulates) are closed due to local holidays, employees will be granted weather and safety leave if they cannot perform work from a residence.

Please refer to PPM [S550_6](#), Holiday Work.

5.6.6. Hours of Work

Employees must work the normal tour of duty for the official worksite of their position of record in the U.S., unadjusted for changes in time zones, to ensure customer service availability unless the component has specifically agreed to a new work schedule in the DETO agreement. If the component will adjust the work schedule for time zone differences (e.g., to allow the employee to work during the day overseas), the component must verify systems availability for their applications. The terms of the current or new work schedule and time zone must be agreed to specifically in the DETO agreement ([See Exhibit 1 – DETO Agreement](#)). If the employee cannot agree to this work schedule, hardship reassignment to another position or LWOP should be considered rather than approving a DETO agreement for their current position ([See Section 5.3.1.](#)).

If an employee is approved for a DETO agreement and midway through the assignment experiences negative performance impacts or is unable to maintain the agreed upon work schedule, delegated officials ([See Section 4.](#)) may terminate the DETO agreement and direct the employee to return to the home component's official worksite. In these situations, the employee expressly waives any right to relocation expenses. If the employee chooses to separate instead of accepting the directed reassignment, the employee acknowledges that they are not entitled to any severance pay.

5.6.7. Performance Management

DETOs must follow normal performance management rules in accordance with [PPM Chapter S430_1](#). If delegated officials ([See Section 4.](#)) determine remote work is negatively impacting employee performance, delegated officials should initiate an opportunity to perform successfully (OPS) plan ([See PPM S430_1](#)) for the DETO work location instead of requiring employees to return to the home component's official worksite. If an OPS cannot be completed remotely or employee performance does not improve during the OPS, if needed, delegated officials ([See Section 4.](#)) may terminate the DETO agreement and direct the employee to return to the home component's official worksite. In these situations, the employee expressly waives any right to relocation expenses. If the employee chooses to separate instead of accepting the directed reassignment, the employee acknowledges that they are not entitled to any severance pay.

5.6.8. Position Changes

DETO agreements should only be approved for employees in permanent positions (e.g., not be in temporary or not-to-exceed positions). If an employee is currently serving on a temporary or not-to-exceed position, the component should assess options for assigning a permanent position or a reassignment ([see Section 5.3.1](#)) prior to developing a DETO agreement. Generally, employees serving on DETO agreements will not change positions during their assignment unless part of a previously approved career-ladder position. If necessary, employees may be reassigned or promoted to other positions eligible for DETO agreements, but a new DETO agreement must be approved prior to the position change being processed and taking effect.

5.6.9. Abiding by Rules of Conduct

DETOs must abide by all laws, governmentwide rules and regulations, and SSA policies governing employee conduct, including the [Standards of Conduct for Employees in the Executive Branch](#), the [Privacy Act](#), and the [SSA Annual Personnel Reminders](#). Employees must also follow the agency's [Information Security Policy](#) when using SSA-issued equipment and accessing SSA systems.

Failure to follow these laws, regulations, and policies could result in disciplinary action or termination of the DETO agreement. In these situations, the employee expressly waives any right to relocation expenses. If the employee chooses to separate instead of accepting the directed reassignment, the employee acknowledges that they are not entitled to any severance pay. ([See Exhibit 1 – DETO Agreement](#)).

5.6.10. Periodic Review and Termination of the DETO Agreement

Component DAOs must review DETO agreements every six months to ensure agency duties are being fully performed and agency security guidelines are being followed. DAOs must submit a new request to OIS every

six months through the [International Travel Device Request Process](#) to ensure the continued appropriateness of systems access from the host location. DAOs may terminate DETO agreements at will at any time. DAOs (See [Section 4.](#)) should take into consideration the rules concerning payment of relocation expenses for changing the duty station as any changes initiated by the agency would be in the government's interest and at SSA's expense. See [PPM Chapter S335_4, Section 5.2.](#) Disciplinary action may result if the delegated official (See [Section 4.](#)) directs employees to return to the home component's normal official worksite, and they refuse.

Employees will keep DAOs informed and immediately notify them when their DETO will terminate based on corresponding military orders. When someone returns, a personnel action must be processed to return their duty station to the original worksite unless the component will reassign the employee to a new worksite. If the employee's spouse will be assigned to a different location than the original location upon return to the US, components should refer to the hardship reassignment process and consider placement options. Requests for personnel action processing and pay setting assistance should be directed to [^DCHR OOHRS](#).

5.7. Training and Travel

5.7.1. Training

All personnel preparing to enter a DETO arrangement will complete all required overseas personal security training and certify completion in their DETO agreement prior to their travel, including, when applicable, Foreign Affairs Counterterrorism Training (FACT) and the Counter Threat Awareness Training (CTAT) (previously High Threat Security Overseas Seminar (HTSOS)), in accordance with [13 FAM 301.4-2](#) and [13 FAM 301.4-3](#). SSA components must pay for travel and registration for FACT training and provide duty time for completion of the training, since the training is a required part of the DETO telework agreement.

5.7.2. Travel

Employees traveling on official business away from the duty station reflected on their Form SF-50 as part of the DETO position's duties are eligible for TDY travel in the same manner as any other employee. Home components should, whenever possible, minimize TDY travel for employees under DETO agreements. Alternate communication technologies, such as video calls, conference calling, and other appropriate communication technologies, should be used to the greatest extent possible to minimize TDY travel.

Any travel expenses (e.g., per diem) must be documented in an official travel authorization issued by SSA.

Employees will not be guaranteed any travel expenses or trips home during the course of the DETO agreement.

5.8. Workers' Compensation

Employees under DETO agreements may be eligible for Workers' Compensation benefits for disability or death resulting from injury sustained in the performance of duty under the U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP) when qualifying criteria are met under the Federal Employees' Compensation Act (FECA). Please see PPM [S810_1](#) and [S810_2](#) for more information on injury, illness, or death of employees at work.

5.9. Costs

The DETO agreement must clearly explain which party will be responsible for which costs during the assignment. Supervisors and employees will need to customize the agreement during the course of approval. Components will be responsible for any costs assumed by the agency from their internal budgets.

5.9.1. Unallowed Items

Generally, SSA will not reimburse employees for initial travel overseas or return at the end of an assignment, movement of goods or furniture, or other travel related costs since the travel is not pursuant to agency business. If the approved OADS is a residence, the employee will assume all costs for internet or phone service, utilities, furniture, and supplies.

5.9.2. Allowed Expenses

SSA will pay for the cost of FACT training, including travel to the FACT training location. If the approved OADS is arranged in a consulate, embassy, or other federal workspace, SSA will pay the costs associated with the workspace.

The DETO agreement should be adjusted to note any other special cost arrangements particular to the assignment.

6. SSA LABOR-MANAGEMENT AGREEMENTS

See the [Office of Labor-Management and Employee Relations website](#) for additional provisions applicable to bargaining unit employees.

Provisions in collective bargaining agreements (CBAs) pertain to the respective bargaining unit employees and govern over the provisions in the SSA Personnel Policy Manual (PPM), unless the provisions of the PPM implement a nondiscretionary mandate of Federal statute or law or a government-wide regulation that predated the execution of the CBA.

7. RECORDS RETENTION

Records must be kept according to the National Archives and Records Administration (NARA) General Records Schedule 2.3. Employee Relations Records. This schedule can be accessed through the [NARA web site](#).

Records must be kept according to the National Archives and Records Administration (NARA) General Records Schedule 2.3. Employee Relations Records. This schedule can be accessed through the [NARA web site](#).

8. QUESTIONS

Employees may direct questions to their supervisors. Supervisors may direct questions to their component Executive Officers (EO). Servicing Personnel Offices (SPO) and EOs may direct policy questions to [SSA DETO Policy](#). SPOs and EOs may direct timekeeping questions to [DCHR OPE Payroll](#).

Social Security Administration
Collective Bargaining Agreement(s) –
Telework Provisions

Article 41

Telework

Section 1—Purpose

The SSA Telework Program permits eligible AFGE bargaining unit employees to perform Agency-assigned work at a management-approved alternate duty station (ADS). The Agency may offer telework opportunities provided that the technological components and equipment are available and in place and that sensitive materials, including Personally Identifiable Information (PII), can be safeguarded. Management will make telework determinations consistent with the eligibility criteria contained herein, taking into account requirements of the position, performance of the employee, impact on organizational performance, level of service provided to the American public, and availability of appropriate technology.

Section 2—Definitions

- A. Alternate Duty Station (ADS) – a management-approved work site that is geographically convenient to the employee’s official duty station (ODS). Specifically:
 - 1. An employee’s residence as reflected in his/her Telework Program Request and Agreement; or
 - 2. Another SSA facility that may be closer to an employee’s home and where there is space to accommodate additional Agency employees.
- B. Official Duty Station (ODS) – the employee’s official Agency worksite.
- C. Telework Program Request – a written application for participation in the Telework Program in which the employee describes the general and specific work assignments that the employee proposes to perform at the ADS.
- D. Telework Program Request and Agreement – a written agreement contained in PPM S650_1 between the supervisor and the employee defining the employee’s obligations and responsibilities under the Telework Program. If the Agency changes the Telework Program Request and Agreement, the union will be given notice and an opportunity to bargain to the extent required by 5 USC 71.
- E. Portable Work - work normally performed at the employee’s ODS that can be effectively performed at the ADS. This work is part of the employee’s regular work assignment or approved special work assignments.
- F. Non-Portable Work – Assignments that are not portable include those assignments that require face-to-face customer contact or the employee’s physical presence at the ODS.

- G. Core Day(s)–Day(s) of the week not eligible for telework. Core days shall be limited to no more than two core days per week.
- H. Scheduled Telework - An employee with an approved telework agreement teleworks on a routine, regular, and recurring basis at ADS.
- I. Unscheduled Telework - An employee with an approved telework agreement is required to telework on a non-scheduled day at an ADS.
- J. Episodic - Employee may request to work on a temporary project on a case-by-case basis. The request is subject to management approval. It is anticipated that instances of episodic telework will be infrequent, based upon unique workload needs of the agency, and limited in duration.

Section 3—Eligibility

Each Deputy Commissioner will determine the number of scheduled telework days, if any, eligible positions, and percentage of employees permitted to telework.

In accordance with applicable law, each Deputy Commissioner will also determine whether teleworkers are eligible to work the following:

- Credit hours at the ADS
- A 5/4/9 or 4/40 work schedule
- Overtime at the ADS (unless required by FLSA, e.g. late interview or call)
- A part-time schedule
- At the ADS on a non-tour day

Participation will be voluntary and employees may withdraw from the program at any time with notice to their immediate supervisor.

To be eligible to participate in Telework, an employee must meet all of the following conditions:

- A. Not currently on an OPS or have been on an OPS in the 12 months preceding the date of the request to telework;
- B. Not currently on sick leave restriction or have been counseled for sick leave abuse or placed on sick leave restriction in the 12 months preceding the date of the request to telework;
- C. Not in a probationary period or formal training status. Employees who previously completed a probationary period will be considered on a case-by-case basis. Formal training does not include the normal progression of an employee through a career ladder. However, formal training may include periods when an employee needs close supervision or regular feedback from management and/or technical mentors that cannot effectively be accomplished at the ADS.

- D. Complete appropriate Agency Telework training;
- E. Sign and abide by the conditions of the Telework Program Request and Agreement.
Once an employee is approved for participation in the Telework Program, it is understood that management may change the general and specific work assignments set forth in the Telework Program Request and Agreement.
- F. Maintain at least an acceptable level of performance (e.g., successful contribution rating) or not be under review (e.g. increased service observations);
- G. Have sufficient portable work to be completed at the ADS;
- H. Not be excluded from participation by law, or by government-wide rule or regulation;
- I. Use approved appropriate technology;
- J. Not have been disciplined under Article 23 in the 12 months preceding the date of the request to telework or while on an approved telework agreement.

Section 4—ODS Shared Work Space

Employees who telework may be required to share space (e.g. shared cubicles, hoteling) with other employees.

Section 5—Telework Procedures

- A. Work performed under a Telework arrangement may be scheduled, unscheduled, or episodic.
- B. Requests to Participate in Telework

- 1. Scheduled Basis

Employees will request to participate in the Telework program by electronically submitting a Telework Program Request and Agreement consistent with PPM S650_1. Management will act on requests within ten (10) working days of the close of the request period for scheduled telework. If the number of eligible employees exceeds the coverage requirements on a specific day, approval will be made in SCD order starting with the most senior. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form.

During the months of February and August of each year employees may request to participate in scheduled telework. Employees will not have to submit future requests once the original request is approved unless: a schedule change is requested by the employee

during the February and August timeframes; the employee needs to revise the telework request and/or agreement; or the employee is otherwise directed by management.

2. Episodic

Employees may request at any time to participate in episodic telework to work on a specific project. Employees not previously approved to telework may request to do so by electronically submitting a Telework Program Request and Agreement consistent with PPM S650_1. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form. Depending on the nature of the project, employees may be approved to work episodic telework up to five days per week at the ADS.

3. Off Cycle Requests

Management will consider requests, submitted electronically, to change a scheduled telework day or participate in telework outside the normal request times. If approved, employees may begin participating in telework or working the newly approved schedule at the start of the next pay period.

C. Modifications

The parties recognize that Agency assigned functions, the nature of work to be performed and the types of positions can vary significantly from office to office. Management has sole discretion to change, reduce, suspend, or eliminate approved telework day(s) for any employee(s), office, component, or agency-wide due to operational needs. Management also has sole discretion to change, reduce, suspend, or eliminate approved telework day(s) for any employee due to the employee's performance.

Section 6—Hours of Work and Employee Availability

Teleworkers are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work. Telework is not a substitute for dependent care.

Management is responsible for supervising work in accordance with the Fair Labor Standards Act. Article 10 of the SSA/AFGE National Agreement will apply to those employees who work at an ADS.

Management may require that employees provide electronic notification to their supervisor at the beginning and/or end of their workday.

Requests for leave will be handled in accordance with Article 31 of the SSA/AFGE National Agreement.

A. Office Closure/Early Dismissal/Late Opening

If there is a full day closure at the ODS, all employees with an approved Telework Program Request and Agreement are required to complete a full workday at the ADS, unless the employee requests and has leave approved.

In emergency, office closure, or other unique situations (e.g. facility issues, transit strike, dignitary visit, political convention, etc.), employees with approved telework agreements will telework regardless of whether the emergency, office closure, or unique situation occurs on a scheduled or unscheduled telework day, unless otherwise directed by management (e.g. deployed to another office, etc.). In these situations, employees may also request to use leave.

If there is an early dismissal, or late opening in the ODS, and the employee is scheduled to work at their residence as the ADS, the employee is required to complete a full workday, unless the employee requests and is approved for leave. Employees with approved telework agreements may be required to work a portion of their day at their ADS in instances of early dismissal unless the employee requests and is approved for leave.

If the ADS is in another SSA facility, the employee must abide by the office closure, early dismissal, or late opening rules for that location. The employee may be required to report to their ODS.

B. Alternate Duty Station Problem(s)

Employees will promptly inform management of any disruptions at the ADS, e.g. equipment failure, power outages, telecommunication difficulties etc. that impact the employee's ability to perform Agency assigned duties. In these situations, management may require the employee to report to the ODS or the employee may request leave. If the disruption (e.g. loss of electrical service or internet connectivity at the ADS) is through no fault of the Agency, the employee will be in a non-duty status from the time of the disruption to the end of the scheduled workday or until the employee reports to the ODS. The employee may request leave for the non-duty period. However, if the ODS is closed and the condition(s) creating the disruption make(s) the ADS unsafe, the employee may be granted leave in accordance with Article 31.

The parties recognize that once the ADS is approved, the employee will not change the ADS location without management approval.

C. Split Days at the ADS and ODS

Employees may only split a telework day between the ADS and the ODS at the direction of management.

D. Telephones

- When working at the ADS, an employee must be accessible by telephone to his or her supervisors, clients, colleagues, and external customers during working hours, exclusive of the lunch period and break periods.
- The employee's break and lunch periods will be the same as at the ODS.
- While at the ADS, the employee is responsible for retrieving, and responding in a timely manner, to voice mail left at both the ADS and the ODS.
- Employees will not be reimbursed for out-of-pocket expenses related to telephone calls.

E. Electronic Communications

- Employees must read and respond to emails as if they were at the ODS.
- Management may require that employees use instant messaging, video, or similar technology while working at the ADS.
- Employees should ensure that the instant message or similar technology accurately reflects their work status. Employees are expected to timely respond to instant messages from management.

F. Telework Suspensions

Employee(s) may be required to report to their official duty station for training, conferences, meetings or other operational needs. Employees may resume telework as soon as the suspension of telework is over.

G. Call Backs

Employees may be called back to the ODS when warranted. Employees are required to report to their ODS as soon as possible and no more than two hours after notification. Transportation between the ADS and the ODS is considered commuting and does not entitle the employee to reimbursement for official travel.

H. Replacement Time and In-Lieu-Of Days

If management temporarily suspends telework or calls an employee back to the ODS, the employee is not guaranteed "replacement time" or an "in lieu of" telework day. However, the employee's telework day may be temporarily switched to another day with management's approval.

Employees whose scheduled telework day is affected by a holiday or leave do not receive an in-lieu-of day.

I. To avoid lost productivity due to inclement weather, Management has discretion to approve employee requests to telework on an unscheduled day due to hazardous commuting conditions

caused by inclement weather if the ODS remains open. Employees must call their supervisor or other designated management official by the end of the morning flexband to make the request. If the request is denied, then the employee will be expected to report to the ODS or may request leave consistent with Article 31. Based on reasonable weather forecasts, Management also has the discretion to offer optional telework in advance in situations in which the ODS may be open but commuting conditions are likely to be hazardous.

If management reasonably believes that a forecasted inclement weather event could cause the ODS to close for a workday or workdays, management may assign employees with approved telework agreements to work at their ADS on the workday(s) anticipated to be affected by inclement weather. Management will provide employees with timely advance notice of such assignment to allow employees to prepare. Employees will not lose their regularly scheduled telework days if assigned to weather-related telework on a non-scheduled day.

Section 7—Environment and Security

A. Work site

If the ADS location is in the employee's residence, the employee is responsible for maintaining the ADS work site in a manner that is conducive to business and is free of hazards. The ADS work site shall include furniture/equipment deemed necessary by management to perform the employee's duties at the ADS such as a desk, chair, surge protector, locking file cabinet or similar secure storage device, etc.. In addition, there must be proper lighting, power, other utilities, adequate environmental conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

The employee is responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes, etc.) associated with the use of the ADS. The Agency is not liable for damages to employee's personal or real property occurring during the course of performance of official duties except to the extent established by law.

The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the employer as provided for by law and regulation.

B. Workers' Compensation

Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the Agency's policy and procedures concerning workers' compensation for injuries sustained while performing their official duties at the ADS. The employee will immediately notify his/her supervisor of any accident or injury occurring at the ADS in the course of performing official duties. FECA claims will be handled in accordance with Article 34 of the SSA/AFGE National Agreement.

C. Federal Tort Claims

For purposes of the Federal Tort Claims Act, the employee's ADS is treated as an extension of the official duty station.

D. Security/Safeguarding Work

Employees working at the ADS are bound by Agency policies and procedures on transporting, safeguarding, disclosure and destruction of Agency information, records and data. This includes policies on protecting Personally Identifiable Information (PII), the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.

E. Home Inspections

Management may inspect the ADS to ensure conformity with the conditions set forth in the Telework Program Request and Agreement. Management may inspect the ADS with twenty-four (24) hours advance notice during the teleworker's regular core hours. Management will not inspect non-work space in the ADS.

F. Agency Owned IT Equipment

The Agency will determine the appropriate IT equipment for teleworkers. SSA retains ownership and control of any SSA furnished hardware, software, and data and is responsible for maintaining, providing support and repairing the equipment; however, there will be no on site IT support provided in employees' homes. The employee is not responsible for costs related to maintenance of government owned equipment.

Employees have a continuing responsibility to safeguard Government property and are responsible for the care, security and effective utilization of the Government property they use. In accordance with Agency policy, employees may be required to reimburse the Agency for failure to exercise reasonable care of Government property. Failure to exercise these responsibilities may result in termination from telework in accordance with Section 10 of this Article.

Management may require that employees working at an approved ADS obtain (at their own expense) high-speed/broadband internet access sufficient to support the accomplishment of the employee's assigned duties.

Section 8—Accountability and Evaluation of Work

Management will evaluate work performed at the ADS in accordance with the Telework Program Request and Agreement and in accordance with Article 21 of the SSA/AFGE National Agreement.

Management may require employees on telework to submit a daily accounting of the work performed at the ADS. The format and required content will be determined by management.

Section 9—Employee Conduct at the ADS

All laws, government-wide rules, government-wide regulations, and Agency policies governing employee conduct at the ODS continue to apply at the ADS including, but not limited to, the Privacy Act and the Standards of Ethical Conduct for Employees in the Executive Branch.

Section 10—Termination from the Telework Program

Employees may voluntarily terminate their participation in the Telework program at any time by notification to their supervisor and may reapply at the next application period.

Management retains the right to terminate an employee's participation in the Telework Program if:

- a. The employee no longer meets one or more of the eligibility requirements contained in Section 3; or
- b. The employee fails to comply with any of the conditions set forth in the Telework Program Request and Agreement; or
- c. The employee fails to comply with the provisions of this article; or
- d. There is a diminishment in the employee's performance.

Management will normally counsel employees about specific problems, including a diminishment in performance, before removing an employee from the Telework Program, except in the case of serious violations. When an employee's participation in the Telework Program is terminated, the employee will be notified in writing of the reason for termination and the effective date of the termination. Management will consider individual circumstances when determining the effective date of removal from the program. An employee, who has been removed from the Telework Program may reapply for Telework at the first application cycle following a 1-year termination period, unless otherwise prohibited by law, rule, or government-wide regulation.

If a disciplinary action is reversed, the employee will normally resume telework at the beginning of the first pay period following the reversal as long as the employee meets the eligibility requirements.

Section 11. AFGE Notification

Should the Agency modify, suspend, or terminate all or a significant part of its telework program, appropriate notice will be provided to the Union.

MEMORANDUM OF UNDERSTANDING
EPISODIC TELEWORK and SPLIT DAYS

This Memorandum of Understanding (“MOU”) is made by and between the American Federation of Government Employees SSA General Committee (“Union” or “AFGE”) and the Social Security Administration (“SSA” or “Agency”), jointly the “Parties,” regarding episodic telework and split days between the official duty station (“ODS”) and the alternate duty station (“ADS”). By entering into this MOU, neither party waives any rights under 5 U.S.C. 71 or the current SSA-AFGE National Agreement (“National Agreement”). This MOU will be in force through the life of the extended 2019 SSA-AFGE National Agreement.

1. Instead of the existing language in Article 41, Section 2.J of the National Agreement, the parties agree to abide by the following:

“Employees may request to telework on a temporary basis for projects, or on routine workloads if due to personal circumstances, on a case-by-case basis. The request is subject to management approval. Assuming all eligibility criteria are met, denials will only be for bona fide operational needs. It is anticipated that instances of episodic telework will be infrequent, based upon unique workload needs of the agency or due to the personal circumstances of the requesting employee, and limited in duration. Management will provide the employee with a specific reason for any denied request in writing.”

2. Instead of the existing language in Article 41, Section 5.B.2 of the National Agreement, the parties agree to abide by the following:

“Employees may request at any time to participate in episodic telework as described in Section 2. Employees not previously approved to telework may request to do so by electronically submitting a Telework Program Request and Agreement consistent with PPM S650_1. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant’s request is denied, management will annotate the specific reasons for the denial on the telework request form. Depending on the nature of the assignment and employees’ personal circumstances, employees may be approved to work episodic telework up to five days per week at the ADS.”

3. Instead of the existing language in Article 41, Section 6.C of the National Agreement, the parties agree to abide by the following:

“Employees may split a workday between the ADS and the ODS with the approval or at the direction of management. Upon request, management will explain to employees the basis for denying their request(s) to split a workday.

When employees request to split a workday between the ADS and the ODS, the commute between the ADS and ODS is normal commute time (i.e., the employee is not on duty time). If an employee is directed to split a workday by management, the commute between locations will be duty time.”

4. This MOU will be effective upon completion of agency head review as set forth in 5 U.S.C. § 7114(c).

FOR THE UNION

Jessica Lapointe

Rich Couture

Beverly Parks

Barri Sue Bryant

Shelley Washington

Debbie Glenn

FOR THE AGENCY

Eddie Taylor

John Kuhn

Jonathan Walters

ARTICLE 15

TELEWORK

Section 1 - Purpose

The purpose of this Article is to establish a uniform Telework Program that permits Judges to perform work at an alternate duty station (ADS) other than from the Agency official duty station (ODS). This Telework Program replaces all other telework programs instituted by the Agency with respect to bargaining unit Judges.

Section 2 - Definitions

- A. Official Duty Station (ODS) - the official worksite of the Judge for purposes of pay in accordance with 5 CFR § 531.605(d). For the purposes of this Article, the ODS includes any remote hearing site.
- B. Alternate Duty Station (ADS) - An approved work location other than the Judge's ODS.
 - 1. A Judge is entitled to have a primary ADS and a secondary ADS. A Judge shall notify the Agency if the Judge is teleworking at the secondary ADS. A Judge shall notify the Agency in advance of any changes to a primary or secondary ADS and complete a new Telework Program Agreement.
 - 2. A Judge also may request a temporary ADS with Agency approval. The appropriate management official (e.g., Hearing Office Chief Administrative Law Judge (HOCALJ) or Acting HOCALJ) shall issue a written decision on any requests for a temporary ADS within five working days, or the Judge may elevate the request to the Judge's Regional Chief Administrative Law Judge (RCALJ) for a prompt decision within five working days. If the RCALJ does not provide a written decision within five working days, the Judge may elevate the request to the Chief Administrative Law Judge (CALJ). An approval for a temporary ADS shall not be unreasonably withheld. Any denial of a temporary ADS must specifically identify the reason(s) for the denial. A Judge shall be given the opportunity to address any deficiencies identified in the denial.
 - 3. A Judge's ADS is not restricted by its distance from the ODS. The Agency is not responsible for any per diem or travel costs between a Judge's ADS and ODS (except transit subsidies and travel to remote hearing sites as authorized by Article 19).
 - 4. An ADS is not a remote hearing site for the purpose of this Article.
- C. Telework Program Request and Agreement - A written application for participation in the Telework Program as reflected in Appendix B.
- D. Remote Hearing - A type of hearing (held by technology, including but not limited to online video or telephone) that a Judge can conduct from the Judge's ADS.

- E. **Unscheduled Telework** - The Agency has the discretion to authorize “unscheduled telework” due to inclement weather or other emergencies consistent with Article 18.

Section 3 - Eligibility and Participation in Telework

All bargaining unit Judges (including part-time Judges) are eligible to participate in telework. A Judge with an approved telework agreement shall be provided ODS office space consistent with Article 29. To telework, a Judge must do the following:

- A. Sign and abide by the Agency approved Telework Program Agreement (Appendix B);
- B. Complete Agency telework training, consistent with 5 U.S.C. § 6503;
- C. Use Agency approved technology to perform the work (except for activities permitted by Article 9);
- D. Not be disciplined for misconduct that has a direct nexus to telework (i.e., but for the Judge teleworking, the misconduct could not have occurred) within the last six months; and,
- E. Not be subject to a limiting condition under the Telework Enhancement Act of 2010, 5 U.S.C. § 6502(a)(2), specifically:
 - 1. Not have been officially disciplined for being absent without permission for more than five days in any calendar year; or
 - 2. Not have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

Section 4 - Agency Action Upon Request to Telework

- A. The appropriate management official shall approve a Judge’s request to participate in telework upon satisfaction of the eligibility criteria in Section 3 of this Article. Any denial of telework must be done in writing and specifically identify the reason(s) for the denial. A Judge shall be given the opportunity to address any deficiencies identified in the denial.
- B. Within 30 days of the implementation of this Agreement, all Judges who wish to telework shall conform with the requirements of this Article. During this 30-day period, Judges shall continue to telework consistent with existing telework agreements.
- C. The appropriate management official shall issue a written decision on any request for telework within five working days, or the Judge may elevate the request to the Judge’s RCALJ for prompt decision within five working days. If the RCALJ does not provide a written decision within five working days, the Judge may elevate the request to the CALJ.

- D. A Judge's telework agreement shall be considered ongoing. A Judge who has been approved to telework under this Article shall not be required to reapply for telework, except as otherwise specified in this Article.
- E. A Judge may elect to stop teleworking at any time upon written notification to the Judge's HOCALJ or Acting HOCALJ. If the Judge wishes to resume teleworking, the Judge must follow the requirements of this Article for applying for telework.

Section 5 - Reporting to the ODS

- A. A Judge shall report to the ODS to hold hearings that cannot be conducted at an ADS. A Judge shall also report to the ODS to attend meetings and trainings that require the Judge to be at the ODS (unless in a hearing or on leave).
- B. A Judge may voluntarily report to the ODS to conduct other hearings, including remote hearings, at the Judge's discretion. A Judge shall typically hold such hearings from the Judge's office so long as the office is fully equipped for such hearings. If the Judge's office is not suitable for holding remote hearings, or the Judge wishes to use other space, the Judge may coordinate with management on the use of an available hearing room or other suitable space for conducting a remote hearing.
- C. A Judge may voluntarily report to the ODS on non-hearing days at the Judge's discretion, unless a local evacuation order necessitates remote work, or the office is closed for other reasons.
- D. A Judge who reports to the ODS can, at the Judge's discretion, work the entire day at the ODS or choose to complete the remainder of the workday at an ADS. Travel time between the ODS and an ADS is non-duty time.
- E. If a Judge is not scheduled to report to the ODS at least twice per pay period on a regular and recurring basis, the Judge's locality pay may be affected consistent with Office of Personnel Management (OPM) guidance and applicable regulations. If the Judge's locality pay must be adjusted, it will be adjusted in accordance with the location of the Judge's primary ADS.
- F. Judges shall hold in-person hearings at the Judge's ODS as part of the Judge's normal hearing schedule. A Judge traveling to a remote hearing site shall be reimbursed travel and per diem in accordance with the Federal Travel Regulation (FTR).
- G. A Judge shall report to the ODS to resolve ID badge/credential or technology issues that cannot be resolved remotely. The Judge and local management team shall arrange a specific date and time for the Judge to come to the ODS, including allowing the Judge sufficient time to make travel arrangements if needed. To the extent practicable, any credential issues shall be addressed on days when the Judge is scheduled to be at the ODS to conduct hearings.

1. A Judge shall promptly inform the HOCALJ or designee whenever problems arise that adversely affect the Judge's ability to perform work at the ADS, such as power outages, internet interruptions, and similar events.
2. For a Judge working from an ADS within two hours of the ODS, the travel time to the ODS to resolve these issues shall be considered duty time.
3. For a Judge working from an ADS that is more than two hours from the ODS, the travel time to the ODS to resolve these issues is not duty time. The Judge may be required to take leave during the time the Judge is unable to work prior to reporting to the ODS.
4. The expectation in these situations is that the Judge shall report to the Judge's ODS to have these issues resolved. If the Judge's ADS is closer to an Agency facility other than the Judge's ODS, at the Agency's sole discretion, the Judge may be directed to report to an alternate Agency facility to resolve these issues, which shall be on duty time, if the alternate Agency facility is within two hours from the ODS.

Section 6 - Performing Telework at an ADS

- A. A Judge may not use privately-owned Information Technology (IT) devices and equipment for telework except those on the approved Agency list or for activities permitted by Article 9.
- B. Agency Owned IT Equipment
 1. For Judges who have an approved telework agreement, the Agency shall provide an additional mouse, headset, and keyboard for use at an ADS. The Agency shall also provide a USB hub in addition to the ODS docking station. A Judge may choose to use the USB hub or the docking station either at an ADS or the ODS.
 2. A Judge may remove one or both of the Judge's monitors from the ODS for use at an ADS.
 3. A Judge is responsible for transporting equipment from the ODS to an ADS. However, a Judge with legitimate transportation needs (e.g., the Judge uses public transportation or has mobility restrictions) may request that the Agency ship all equipment referenced in this Section to the Judge's ADS at the Agency's expense.
 4. All equipment shall be replaced in accordance with the Agency's equipment refreshment schedule.
 5. The Agency retains ownership and control of any Agency furnished hardware, software, and data, and is responsible for maintaining, providing support, and repairing the equipment whether used in an Agency office environment or the Judge's ADS(s).

6. When used appropriately, telework, along with other workplace flexibilities, can facilitate a Judge's ability to manage both work and dependent care. Telework is not meant to be a substitute for dependent care or for leave to care for family members. A Judge may not telework with the intent of or for the sole purpose of meeting dependent care responsibilities while performing official duties. When a Judge is teleworking and a dependent in the house requires care, the Judge must request personal leave, leave without pay (LWOP), or flex-out for time spent providing care. While performing official duties, a teleworking Judge is expected to arrange for dependent care just as if working at an Agency worksite; however, telework may be used as part of a more flexible work arrangement consistent with Article 14.

C. Support for Agency Owned Devices

1. Teleworking Judges shall use Agency configured laptops or other IT devices. The Agency shall provide service, maintenance, and installation of up-to-date anti-virus software and other software updates.
2. Agency IT support personnel shall resolve IT support problems by telephone or remote control of the Agency provided device. When an issue cannot be resolved remotely, the Agency may direct the Judge to bring Agency provided devices to the ODS or other Agency facility consistent with Section 5 of this Article.
3. There shall be no onsite IT support provided at an ADS.

D. Working Area

1. A teleworking Judge is required to have the following at any ADS:
 - a. A broadband connection (high speed internet), or mobile hotspot;
 - b. A surge protector, a working smoke detector, and access to a working fire extinguisher.
2. The designated work area/work site at an ADS must be adequate for the performance of the Judge's official duties.

E. Working Hours

1. Duty hours and leave provisions are equally applicable at the ADS and the ODS, as outlined in Articles 14 and 18. A Judge can earn credit hours and religious compensatory time at an ADS consistent with Article 14.

2. A Judge who reports to the ODS can, at the Judge's own discretion, work the entire day at the worksite or choose to complete the remainder of the workday at the Judge's ADS. Travel time between the ODS and the ADS is non-duty time unless the Judge is directed to work at the ADS (e.g., the hearing office must close) or there is no Judge-available space at the ODS for the Judge to work.
 3. When working at the ADS, Judges must be reasonably accessible and responsive to Agency communication from hearing office management and support staff, and all other Agency employees.
- F. Accountability: The Telework Act states that the Agency's telework program shall ensure that telework does not diminish Judges' performance or Agency operations.
- G. Costs: A Judge is responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, etc.) associated with the use of an ADS except as outlined in Subsection B above.

Section 7 - Temporary Telework for Medical Reasons

The Agency may authorize temporary telework for medical reasons for Judges, who because of medical reasons certified by a health care provider, have temporary difficulty commuting to conduct hearings or perform other duties at the ODS but are able to work at an ADS. Requests for temporary telework for medical reasons must be submitted in writing and include a statement of the reason for the Judge working at an ADS including an explanation of the medical condition or disability which makes it difficult for the Judge to commute to work.

Section 8 - Suspending Telework

- A. The Agency may suspend telework or call back an individual Judge or group of Judges when work that must be performed by the Judge(s) cannot be done at an ADS.
- B. A Judge can be suspended from telework due to misconduct that has a direct nexus to telework (i.e., but for the Judge teleworking, the misconduct could not have occurred). The suspension shall be proportionate to the conduct and not to exceed six months unless a petition for removal is pending with the Merit Systems Protection Board (MSPB).
- C. A Judge who is suspended from telework shall be required to report to the ODS for all workdays and shall be provided non-teleworking Judge office space.
- D. After a period of telework suspension, a Judge must complete a new Telework Program Agreement pursuant to Section 3.

Appendix B

ALJ Telework Program Agreement

Name of Judge: _____

Date: _____

1. I am submitting this form for:
___ Permanent Telework (proceed to item #2)
___ Temporary Telework (proceed to item #7)
2. ___ I certify that I have watched the [telework VOD](#).
3. Here is my primary and secondary Alternative Duty Station (ADS) contact information:

Primary ADS address

Secondary ADS address

4. ___ I certify that my primary and secondary ADS meet the following safety requirements:
 - Working telephone
 - Working smoke detector
 - Working and accessible fire extinguisher
 - Electrical power and adequate lighting
 - Surge protector
5. ___ Should my primary or secondary ADS change at any time, I understand I shall need to complete this form with the new information.
6. ___ I understand that I need to inform my local management team on any days I plan to work at my secondary ADS.
7. ___ I am requesting permission to telework at a temporary ADS for the following time period: _____. My temporary ADS is located at:

Temporary ADS address

8. ___ I understand that if I am not scheduled to report to my Official Duty Station (ODS) at least twice per pay period on a regular and recurring basis, any locality pay may be affected consistent with Office of Personnel Management (OPM) guidance and applicable regulations. If my locality pay must be adjusted, it will be adjusted in accordance with the location of my primary ADS.
9. ___ I certify that I have read the eligibility conditions and requirements, employee responsibilities, and provisions of the negotiated agreement, that I will abide by these provisions while on telework, and that failure to do so may result in my suspension pursuant to Article 15, Section 8, or ineligibility for telework pursuant to Article 15, Section 3.

Approved: _____

Denied: _____

Basis for denial: _____

Signature of Authorizing Official: _____

ARTICLE 17 Telework

Section 1 Purpose

The OHO Telework Program permits eligible NTEU bargaining unit employees to perform Agency assigned work or other Agency approved activities at a management-approved alternate duty station (ADS). The Agency is committed to offering telework opportunities provided that the technological components and equipment are available and in place and that sensitive materials, including Personally Identifiable Information (PII), can be safeguarded. Management will make telework determinations consistent with the eligibility criteria contained in this Article, taking into account requirements of the position, performance of the employee, impact on organizational performance, and availability of appropriate technology. The agency supports the broadest use of telework by eligible agency employees to the extent that it maintains or enhances employee performance, cost savings and agency operations.

The parties agree that telework requires a collaborative effort between management and employees and that the goals of telework include fostering a positive work culture and environment that will assist OHO in maintaining a productive and high quality workforce. This program may serve as a recruitment and retention tool and allows participants the opportunity to balance work and home life demands, reduce commuting problems and contribute to a cleaner environment, improve productivity and improve employee morale.

Section 2 Definitions

A. Alternate Duty Station (ADS) – an employee requested and management-approved work site that is geographically convenient to the employee’s official duty station (ODS). Specifically:

1. An employee’s residence as reflected in his/her Telework Program Request and Agreement; or
2. Another SSA facility or office that may be closer to an employee’s home and where there is space to accommodate additional agency employees.

Once the ADS is approved, the employee may only change the location of the ADS with prior management approval.

B. Official Duty Station (ODS) – the employee’s official agency worksite.

C. Telework Program Request – a written application for participation in the Telework Program in which the employee describes the general and specific work assignments that the employee proposes to perform at the ADS.

- D. Telework Program Request and Agreement – a written agreement between the supervisor and the employee defining the employee’s obligations and responsibilities under the Telework Program.
- E. Portable Work - work normally performed at the employee’s ODS that can be effectively performed at the ADS. This work is part of the employee’s regular work assignment or approved special work assignments.
- F. Non Portable Work – Assignments that are not portable include those assignments that require face-to-face customer contact or the employee’s physical presence at the ODS.
- G. Core Day(s)–Day(s) of the week not eligible for telework. Core days shall be limited to no more than one core day per week.
- H. Scheduled Telework – An employee with an approved telework agreement teleworks on a routine, regular, and recurring basis at the ADS.
- I. Unscheduled Telework - An employee with an approved telework agreement is required to telework on a non-scheduled telework day at an ADS. Employee-initiated telework is not permitted.
- J. Episodic Telework - The employee teleworks on an occasional irregular basis at an ADS. Episodic telework may include a temporary project, approved on a case-by-case basis, where the employee may work less than a full day at the ADS.

Section 3 Eligibility

Participation in telework will be voluntary and employees may withdraw at any time with advance notice to their immediate supervisor.

To be eligible to participate in Telework, an employee must meet all of the following conditions:

- A. Not be currently on an Opportunity to Perform Successfully (OPS) plan;
- B. Not currently be on sick leave restriction;
- C. Not be in a probationary period, first year of a 2-year trial work period, or formal training status. However, employees in formal training or in a development program will be considered on a case-by-case basis. Formal training status does not include the normal progression of an employee through a career ladder. However, formal training status may include periods when an employee needs close supervision or regular feedback from management and/or technical mentors that cannot effectively be accomplished at the ADS;

- D. Not have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct For Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal government computer or while performing official government duties, or not have been officially disciplined for being absent without permission for five days in any calendar year;
- E. Complete appropriate agency Telework training;
- F. Is willing to sign and abide by the conditions of the Flexiplace Telework Program Agreement (Appendix 1) and the self-certification safety checklist (Appendix 2). Once an employee is approved for participation in the Telework Program, it is understood that the general and specific work assignments set forth in the Telework Program Agreement may be changed;
- G. Maintain at least an acceptable level of performance (e.g., successful contribution rating);
- H. Has sufficient portable work to be completed at the ADS;
- I. Not be excluded from participation by law, or by government-wide rule or regulation;
- J. Use approved appropriate technology; and
- K. Not have been disciplined within the preceding 12 months for misconduct that has a nexus to Telework. This 12-month period does not apply to employees who were terminated from Telework in accordance with Section 10 of this Article.

Section 4 ODS Shared Work Space

- A. Employees who telework two (2) or less days per week will keep their workstation.
- B. Employees who telework more than two (2) days per week may be required to hotel. Hoteling means employees will select their workspace each day on a first-come, first-served, basis when working at the ODS.
- C. Employees shall be given the opportunity to reduce their telework days to two (2) or less days per week if they wish to keep their designated workspace.
- D. Management will ensure a workspace at the ODS includes a dock for the agency computer, access to an agency phone, or ability to use softphones (or successor technology), and locked storage. In hearing offices where private offices have been and continue to be assigned to bargaining unit employees, management will allow two (2), three (3), or four (4) professional bargaining unit employees (including paralegal specialists) who telework more than two (2) days per week to share a private office when working at the ODS.

- E. Employees who are not required to share space may elect to move to an unoccupied, comparable workspace prior to management designating workspaces that will be used for sharing. Conflicts will be resolved by seniority order according to employee time in their ODS.
- F. Employees may retain their chairs when sharing space.
- G. An employee whose workspace was modified or adjusted due to an approved reasonable accommodation request will not be required to share space unless management can reasonably accommodate the employee in a comparable shared workspace to perform his/her assigned duties.
- H. If an employee is required to report to the ODS, e.g. training, meeting, etc., and management is unable to provide the employee with workspace to use for the remainder of the day, the employee may return to the ADS to complete his/her workday. The employee will receive duty time to commute to the ADS for this purpose.

Section 5 Telework Procedures

- A. Work performed under a Telework arrangement may be scheduled, unscheduled, or episodic.
- B. Requests to Participate in Telework

1. Scheduled Basis

Employees may request to participate in Telework during the months of February and August by electronically submitting a Telework Program Request and Self-Certification. Management will act on requests within ten (10) working days of the close of the request period for scheduled telework. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form.

Employees will not have to submit future requests once the original request is approved unless a schedule change is requested by the employee during the February and August timeframes; the employee needs to revise the telework request and/or agreement; or the employee is otherwise directed by management. Approving officials will re-evaluate existing schedules during the relevant six-month request period, as appropriate.

2. Episodic Basis

Employees may request at any time to participate in episodic telework to work on a specific project. Employees not previously approved to telework may request to do so by electronically submitting a Telework Program Agreement and a Telework

Program Request and Safety Self-Certification (Exhibits 1 and 2). Management will act on these requests no later than five (5) working days following receipt of the request. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form. Depending on the nature of the project, employees may be approved to work episodic telework up to five days per week at the ADS.

3. Emergencies and Other Requests

- A. Employees with a bona fide emergency may request participation in scheduled telework or a change in his/her telework day(s) outside the normal request times. If approved, employees may begin participating in telework or working the newly approved schedule at the start of the next pay period.
- B. Management will consider non-emergency requests submitted electronically to change a scheduled telework day or participate in telework outside the normal request times. If approved, employees may begin participating in telework or working the newly approved schedule at the start of the next pay period.

C. Staff Coverage

If the number of eligible employees requesting to Telework on a given workday exceeds the coverage requirements, approval will be made based on seniority order according to employee time in their ODS.

If coverage problems necessitate suspending scheduled telework agreements, it will be accomplished in inverse seniority order according to employee time in their ODS. The local representative will be notified as soon as practical regarding the suspension.

Section 6 Hours of Work and Employee Availability

Teleworkers are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work. Union officials may use official time at the ADS in accordance with Article 8.

Management is responsible for supervising work in accordance with the Fair Labor Standards Act. Article 15 of the SSA-NTEU National Agreement will apply to those employees who work at an ADS. Management may require that employees provide electronic notification to their supervisor at the beginning and/or end of their workday.

With prior management approval, employees with an approved telework agreement may earn credit hours and work daily overtime at the ADS if the employee was already working at the ADS when the period of credit or overtime begins. With prior

management approval, employees with an approved telework agreement may earn Saturday credit hours and work weekend overtime at the ADS.

Requests for leave will be handled in accordance with Article 16 of the SSA-NTEU National Agreement.

A. Office Closure/Early Dismissal/Late Opening

If there is a full day closure at the ODS, all employees with an approved Telework Program and Request Agreement are required to complete a full workday at the ADS, unless the employee requests and is approved for leave. If the employee is not Telework ready for all or part of the workday when a weather or safety-related condition forces the closure of the ODS, the employee may be granted an equivalent amount of weather and safety leave on a case by case basis.

In emergency, safety-related situations resulting in office closures, employees with approved telework agreements will telework regardless of whether the emergency, office closure occurs on a scheduled or unscheduled telework day, unless otherwise directed by management (e.g. deployed to another office, etc.). In these situations, employees may also request to use leave. Employees required to travel to their approved telework location during regular duty hours will be granted weather and safety leave for the time required to travel home.

If there is an early dismissal, or late opening at the ODS, and the employee is scheduled to work at their residence as the ADS, the employee is required to complete a full workday, unless the employee requests and is approved for leave. Employees with approved telework agreements on a non-scheduled telework day may be required to work all or a portion of their day at their ADS in instances of early dismissal unless the employee requests and is approved for leave.

If the ADS is another SSA facility, the employee must abide by the office closure, early dismissal, or late opening rules for that location. The employee may be required to report to their ODS.

B. Alternate Duty Station Problem(s)

Employees will promptly inform management of any disruptions at the ADS, e.g. equipment failure, power outages, telecommunication difficulties, etc. that impact the employee's ability to perform OHO assigned duties. In these situations, management may require the employee to report to the ODS or the employee may request leave. If directed to travel during regular duty hours, he/she may request administrative time (duty time) to do so.

When a teleworking employee experiences a weather or other safety-related condition that prevents him/ her from safely working at his/her ADS, the employee must contact his/her supervisor as soon as practicable. The employee may be directed to travel to the

employee's ODS – provided he/she may safely travel under the circumstances – to complete his/her workday. If directed to travel during regular duty hours, he/she will receive administrative time (duty time) to do so. If the employee is not directed to report to his/her regular worksite, the employee will be granted weather and safety leave. If the ODS is closed and the condition(s) creating the disruption make(s) the ADS unsafe, the employee may be granted weather and safety leave in accordance with Article 16.

C. Split Days at the ADS and ODS

Employees may not split a regularly scheduled telework day between the ADS and the ODS, unless the employee is required to report to the ODS or in accordance with the provisions in Section 4H.

D. Telephones

1. When working at the ADS, an employee must be accessible by telephone to his or her supervisors, clients, colleagues, and external customers during working hours, exclusive of the lunch period and break periods. Employees are only required to provide a personal phone number to their supervisory chain.
2. The employee's break and lunch periods will be defined in the employee's Telework Program Agreement.
3. While at the ADS, the employee is responsible for retrieving, and responding in a timely manner to voice mail left at both the ADS and the ODS.
4. Employees will not be reimbursed for any out-of-pocket expenses related to telephone calls.

E. Additional Communication Methods

Employees must read and respond to emails as if they were at the ODS.

Management may require that employees be signed into Skype or similar technology while working at the ADS. An employee's Skype indicator (or similar technology) should accurately reflect their work status.

Management may also require that employees be available via video while working at the ADS. The Agency agrees that employees will receive reasonable advance notice, normally 30 minutes, of mandatory video calls.

F. Telework Modifications/Suspensions

Reasonable advance notice, normally 24 hours if practicable, will be provided when employee(s) may be required to report to their official duty station for situations such as previously scheduled training, conferences, meetings or to perform work on a short-term

basis that cannot otherwise be performed at the ADS or accomplished by telephone or other reasonable alternative methods.

The Agency may temporarily suspend or modify Telework arrangements for entire offices, groups, or classification of employees based on legitimate, demonstrated operational needs. The Agency agrees to provide at least two (2) weeks of advance notice for large scale suspensions of Telework when possible. Examples for a temporary suspension or modification of a Telework arrangement would include:

- A. The employees who otherwise have portable duties are required to provide on-site office coverage;
- B. The employees work is no longer portable;
- C. The employees portable work has been diminished to the extent that they no longer have enough portable work to perform at the ADS. The Agency will consider reducing Telework days, instead of eliminating it all together, when the portable work has been reduced but not eliminated.

Employees may resume telework as soon as the suspension is over.

Employees may voluntarily suspend telework by notifying their supervisor in advance. Employees may resume their telework schedule by notifying their supervisor.

G. Call Backs

Employees may be called back to the ODS in the event work issues arise which cannot be performed at the ADS or accomplished by telephone or other reasonable alternative methods. Employees are required to report to their ODS as soon as possible and no more than two hours after notification. This time is considered duty time.

Transportation between the ADS and the ODS does not entitle the employee to reimbursement for official travel.

H. In-Lieu of Days

If management temporarily suspends telework or calls an employee back to the ODS, the employee is not guaranteed an "in-lieu of" telework day. However, employees will be allowed to schedule an in-lieu of telework day by the end of the following workweek. If an employee is not able to schedule the in-lieu of day by the end of the following workweek due to a holiday or the employee's leave, the employee forfeits the in-lieu of day.

Employees are also not guaranteed replacement time if a telework day falls on a holiday. However, the employee's telework day may be temporarily switched to another day with management's approval.

Section 7 Environment and Security

A. Work site

If the ADS location is in the employee's residence, the employee is responsible for maintaining the ADS work site in a manner that is conducive to business and is free of hazards. The ADS work site shall include furniture/equipment deemed necessary by management to perform the employee's duties at the ADS such as a desk, chair, surge protector, locking file cabinet or similar secure storage device, etc. In addition, there must be proper lighting, power, other utilities, adequate environmental conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

The employee is responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes, etc.) associated with the use of the ADS. The OHO is not liable for damages to employee's personal or real property occurring during the course of performance of official duties except to the extent established by law.

The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Agency as provided for by law and regulation.

B. Workers' Compensation

Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the Agency's policy and procedures concerning workers' compensation for injuries sustained while performing their official duties at the ADS. The employee will immediately notify his/her supervisor of any accident or injury occurring at the ADS in the course of performing official duties.

C. Federal Tort Claims

For purposes of the Federal Tort Claims Act, the employee's ADS is treated as an extension of the official duty station.

D. Security/Safeguarding Work

Employees working at the ADS are bound by agency policies and procedures on transporting, safeguarding, disclosure and destruction of Agency information, records and data. This includes policies on protecting Personally Identifiable Information (PII), the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.

E. Home Inspections

Management may inspect the ADS prior to approving telework to ensure conformity with the conditions set forth in the Telework Program Request and Agreement.

Management may inspect the ADS with twenty-four (24) hours advance notice during the teleworker's regular core hours. Management will not inspect non-work space in the ADS. The employee may arrange for an NTEU representative to accompany the supervisor at the inspection.

F. Agency Owned IT Equipment

Subject to the availability of resources, the Agency will provide appropriate IT equipment for teleworkers. SSA retains ownership and control of any SSA furnished hardware, software, and data and is responsible for maintaining, providing support and repairing the equipment; however, there will be no on site IT support provided in employees' homes. The employee is not responsible for costs related to maintenance of government owned equipment.

Employees have a continuing responsibility to safeguard Government property and are responsible for the care, security and effective utilization of the Government property they use.

Management may require that employees working at an approved ADS obtain (at their own expense) high-speed/broadband internet access sufficient to support the accomplishment of the employee's assigned duties.

Section 8 Accountability and Evaluation of Work

Management will evaluate work performed at the ADS in accordance with the Telework Program and Request Agreement and in accordance with Article 21 of the 2014 SSA-NTEU National Agreement. Employees are expected to complete their official duties at the ADS in the same manner as at the ODS.

Management may require employees on telework to account for their work performed at the ADS. The format and required content will be will be determined by management.

Section 9 Employee Conduct at the ADS

All laws, government- wide rules, government- wide regulations, and Agency policies governing employee conduct at the ODS continue to apply at the ADS including, but not limited to, the Privacy Act and the Standards of Ethical Conduct for Employees in the Executive Branch.

Section 10 Termination from the Telework Program

Employees may voluntarily terminate their participation in the Telework program at any time by notification to their supervisor and may reapply at the next application period.

Management retains the right to terminate an employee's participation in the Telework Program if:

1. The employee no longer meets one or more of the eligibility requirements contained in Section 3; or
2. The employee fails to comply with any of the conditions set forth in the Telework Program and Request Agreement; or
3. The employee fails to comply with the provisions of this article; or
4. There is a consistent diminishment in the employee's performance at the ADS in comparison to performance at the ODS.

Management will normally counsel employees about specific problems, including a diminishment in performance, before removing an employee from the Telework Program. When an employee's participation in the Telework Program is terminated, the employee will be notified in writing of the reason for termination and the effective date of the termination. Management will consider individual circumstances when determining the effective date of removal from the program.

An employee, who has been removed from the Telework Program, may reapply for Telework at the first application cycle following a 6-month termination period unless otherwise prohibited by law, rule, or government-wide regulation. However, employees who successfully complete an OPS may reapply for Telework immediately following the end of the 6-month termination period. Management will consider individual circumstances when considering the effective date of removal from the program.

If a disciplinary action is reversed, the employee will normally resume telework at the beginning of the first pay period following the reversal as long as the employee meets the eligibility requirements.

EXHIBIT 1

TELEWORK PROGRAM REQUEST AND AGREEMENT

I, _____, request to participate in the Telework program. I understand, acknowledge and agree to the following terms:

The address and telephone number of my Alternate Duty Station (ADS) is:

Address:

Telephone Number(s):

Type of Telework:

(NOTE: All employees completing this form must select unscheduled telework, either exclusively or along with the other types of telework requested.)

Scheduled

Episodic

Work at Home by Exception (attach medical documentation)

Telework as a Reasonable Accommodation (attach medical documentation)*

* Provisions of this document may be modified to comply with an approved reasonable accommodation.

Specific day(s) requested for participation in telework:

First Week:

Sunday Thursday

Monday Friday

Tuesday Saturday

Second Week:

Sunday Thursday

Monday Friday

Tuesday Saturday

Wednesday

Wednesday

Employee's statement of proposed work assignments at ADS:

By initialing the boxes below, I certify that I understand each condition required to maintain eligibility in telework:

1. The location of the ADS cannot be changed without prior approval of management. I understand I may have only one ADS.
2. The days I telework cannot be changed without prior approval of management.
3. My hours of duty at the ADS will be the same as my Official Duty Station (ODS).
4. My meal break and rest breaks will be the same as my ODS.
5. I will report my time and attendance in accordance with agency policy and ODS procedures while working at the ADS.
6. I will request leave in accordance with agency policy and any pertinent negotiated agreements.
7. I understand I may be required to use instant messaging, video, softphone, and similar technology while working at the ADS and I will be accessible to supervisors, clients, colleagues, and external customers during working hours, excluding meal breaks and rest breaks. I will retrieve and respond, in a timely manner, to voice and email messages left at the ADS and ODS and ensure that the instant message or similar technology accurately reflects my work status.
8. I understand I may be required to provide my work telephone contact information in my email signature. I will, if determined necessary by management, enable a preprogrammed e-mail reply to be sent in response to all incoming e-mail at the ODS.

9. I will return to my ODS, as soon as possible and no more than two hours after notification, if management determines that work requirements require such action, or I will request appropriate leave. I will not split a telework day between my ADS and ODS unless directed by management.

10. I understand management temporarily may suspend telework when work requirements require such action for training, conferences, meetings, or other operational needs. If management temporarily suspends or alters telework days, in lieu of days will be handled in accordance with Article 17.

11. Pursuant to Article 17 and the Weather and Safety Leave policy in Personnel Policy Manual (PPM) Chapter S630_10, I understand the requirement to perform telework at my approved ADS on a day when the ODS closes due to a hazardous weather or safety event.

12. If my ADS location is my residence, I will maintain the ADS worksite in a manner that is conducive to business and is free of hazards. I will, at a minimum, have workspace that includes a desk; chair; surge protector; and locking file cabinet, locking desk drawer or similar secure storage area for official records and information. I must have and maintain adequate workspace, proper lighting, basic telephone service, power and other utilities, adequate environmental conditions, adequate security, a working smoke detector, and a readily accessible, working fire extinguisher.

13. I understand I am responsible for all operating costs, home maintenance, and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes).

14. I agree that the agency is not liable for damages to personal or real property occurring during the course of performance of official duties except to the extent established by law.

15. I understand and will follow all agency policies and procedures on transporting, safeguarding, disclosure, and destruction of Agency information, records, and data. This includes policies on protecting Personally Identifiable Information; the Federal Information Security Management Act; the Privacy Act, 5 U.S.C. § 552, the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.

16. I understand that management has the right to inspect my ADS prior to approving this telework agreement, in accordance with Agency policy and Article 17, to ensure conformity with the provisions set forth in the Telework Program Request and Agreement. Management may also inspect my ADS during core hours, with 24-hours' notice, after I begin teleworking. An employee may arrange for a NTEU representative to accompany the supervisor to the inspection.

17. I understand all laws, rules, regulations, and agency policies concerning conduct at the ODS remain in full force and effect at the ADS.

18. I will notify my supervisor immediately of any accident or injury that occurs to me at the ADS in the course of performing my official duties, and I will timely complete all forms required to process an initial claim under the Federal Employees' Compensation Act.

19. I understand that I will promptly inform management of any disruptions at the ADS, e.g., equipment failure, power outages, telecommunication difficulties, that impact my ability to perform agency assigned duties. I may be required to return to the ODS, or I may request leave.

20. I understand I am in duty status when teleworking. I will read and respond to emails and other forms of communication as if I were at the ODS. I will not use duty time for any purpose other than performing agency-assigned work. I will have resources necessary to perform my job duties and will concentrate on official duties without interruption. Telework is not a substitute for dependent care.

21. I understand I may be required to provide electronic notification to my supervisor at the beginning and/or end of my workday, and that I may be required to provide a written daily account of the work performed at my ADS. Management will determine the method of electronic notification and the format and required content of the written account.

22. Pursuant to Article 17 I understand that management may require employees who telework to share workspace (e.g., desk, cubicle, office) at the ODS.

23. I completed the mandatory agency approved telework training on _____.

I understand that I will not have to submit future requests once the original request is approved unless management initiates a required schedule change, I request a schedule change or a location change, or I change positions.

I understand that management may terminate my participation under the circumstances described in the telework policy or any applicable negotiated agreement. I may voluntarily terminate my participation in the telework program at any time.

I understand that if I do not report to my ODS at least twice per pay period on a regular and recurring basis, any locality pay may be affected.

I certify that I have read and I understand the eligibility conditions and requirements, employee responsibilities, the Telework Program Request and Agreement, and the provisions of the agency's policy (PPM [S650_1](#)) and any applicable negotiated agreement. I hereby certify that I will abide by all of these provisions while on telework and that failure to do so may result in my suspension or termination from telework.

Signature of Employee

Date

Approved

Disapproved

Date

Signature of Delegated Approving Official

Date

Reasons for Denial, if appropriate:

Sidebar to Article 17 Telework

1. There will be no diminishment in the number of Telework days that employees represented by NTEU are currently working subject to the provisions of this Article.
2. The Parties agree there will be ongoing discussions and information sharing on telework issues such as expanding the number of telework days.

MEMORANDUM OF UNDERSTANDING

TELEWORK ELIGIBILITY

This Memorandum of Understanding (“MOU”) is made by and between the American Federation of Government Employees SSA General Committee (“Union” or “AFGE”) and the Social Security Administration (“SSA” or “Agency”), jointly the “Parties,” regarding telework eligibility for AFGE bargaining unit employees at SSA that are in a probationary period or formal training status and the definition of the Alternate Duty Station (“ADS”). By entering into this MOU, neither party waives any rights under 5 U.S.C. 71 or the current SSA-AFGE National Agreement (“National Agreement”). This MOU will expire on October 25, 2029.

1. The Parties agree, consistent with the Parties’ experience with reentry telework, Deputy Commissioners are permitted to modify the eligibility criteria contained in Article 41, Section 3(C) of the National Agreement regarding any probationary employee or employee in a formal trainee status, where their training can be successfully completed remotely; and may modify the eligibility criteria contained in Article 41, Section 3(J) and/or Section 3(B) to permit any employee that received a disciplinary action other than adverse actions covered by Article 23, Section 7 and/or a sick leave restriction or counseling in the previous 12 months to be eligible for telework.
2. The definition contained in Article 41, Section 2(A) of the National Agreement is modified to permit, subject to management approval, an Alternative Duty Station (ADS) to include an employee’s family (or person of affinity) member’s residence that is geographically convenient to the employee’s official duty station. Employees may temporarily change their ADS with prior approval from management. These temporary changes must be submitted in writing and must include the temporary address, telephone number (if different from telework agreement) and dates for the requested temporary change.
3. If the employee does not maintain any hard copy official records and/or hard copy official information at the ADS, the employee is not required to have a locked file cabinet.
4. All other eligibility criteria and provisions of Article 41 remain in effect.

FOR THE UNION

FOR THE AGENCY

General Committee

Chief Negotiator

MEMORANDUM OF UNDERSTANDING

TELEWORK ELIGIBILITY

This Memorandum of Understanding (“MOU”) is made by and between the American Federation of Government Employees SSA General Committee (“Union” or “AFGE”) and the Social Security Administration (“SSA” or “Agency”), jointly the “Parties,” regarding telework eligibility for AFGE bargaining unit employees at SSA that are in a probationary period or formal training status and the definition of the Alternate Duty Station (“ADS”). By entering into this MOU, neither party waives any rights under 5 U.S.C. 71 or the current SSA-AFGE National Agreement (“National Agreement”). This MOU will expire on October 27, 2025.

1. The Parties agree, consistent with the Parties’ experience with reentry telework, Deputy Commissioners are permitted to modify the eligibility criteria contained in Article 41, Section 3(C) of the National Agreement regarding any probationary employee or employee in a formal trainee status, where their training can be successfully completed remotely; and may modify the eligibility criteria contained in Article 41, Section 3(J) and/or Section 3(B) to permit any employee that received a disciplinary action other than adverse actions covered by Article 23, Section 7 and/or a sick leave restriction or counseling in the previous 12 months to be eligible for telework.
2. The definition contained in Article 41, Section 2(A) of the National Agreement is modified to permit, subject to management approval, an Alternative Duty Station (ADS) to include an employee’s family (or person of affinity) member’s residence that is geographically convenient to the employee’s official duty station. Employees may temporarily change their ADS with prior approval from management. These temporary changes must be submitted in writing and must include the temporary address, telephone number (if different from telework agreement) and dates for the requested temporary change.
3. If the employee does not maintain any hard copy official records and/or hard copy official information at the ADS, the employee is not required to have a locked file cabinet.
4. All other eligibility criteria and provisions of Article 41 remain in effect.

FOR THE UNION

**BARRI
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General Committee

FOR THE AGENCY

Laura Heigert

1/23/2023

Laura Heigert
Chief Negotiator

**U.S. Agency for International Development
Supplemental Documents**

U.S. Agency for International Development
January 2024 Submission

To	futureofwork@omb.eop.gov
Cc	Work Environment Bayly Winder
Bcc	
Subject	Work Environment Implementation Data Call

Dear Loren and Jason:

Since instituting a new posture (implemented in September 2023) requiring all staff to work in-person at USAID’s headquarters 3 days per week/6 days per pay period, USAID has consistently exceeded its in-person presence goal of at least 50% occupancy. We are now focused on maintaining our occupancy level and enhancing the in person experience by focusing on crucial elements of our work environment. Please see below the steps we are taking to maintain significant in-person presence, as well as ensuring equitable implementation.

1. *Timelines with firm deadlines for your agency to reach its in-person presence objectives (i.e., a steady state where, in general, total work hours for all headquarters and headquarters-equivalent personnel that are eligible for telework are completed, on average, as much in-person as they are in telework environments).*

USAID's workforce includes over 13,000 staff, with over 4,300 Direct Hires and over 9,000 contract staff (USPSCs, Foreign Service National PSCs, ISCs). Starting on September 25, 2023, all USAID domestic staff with a telework agreement, regardless of hiring agreement, returned to the office three days a week/six days a pay period as required by our policy. As of January 24, 2024, 85 percent of the U.S. Direct Hire employees who are eligible for telework agreements have one in place. The remainder are on remote work agreements.

USAID’s domestic, in-person presence target is 50 percent. Based on our biweekly data, USAID domestic direct hire and personal service contract staff who have telework agreements have consistently worked in-person well above 50 percent per pay-period. Since September 2023, our occupancy ranges from 56 percent to 59 percent, with some variances accounting for holidays and first amendment related activities like protests that make it difficult to access USAID facilities. As of pay-period 25, which ended December 16, 2023, USAID recorded its highest in-person rate — 59.4 percent — since the start of the COVID-19 pandemic.

2. *Updates or additional steps your agency must take to complete execution equitably and consistently across their workforce.*

USAID uses a number of tools and policies to ensure that as we welcome increasing numbers of staff back to work primarily from our headquarters (versus majority time from home), we are creating a work environment that ensures equitable treatment and access.

Situational Telework Status Set as Baseline

While participation in USAID's telework program is optional, all employees (of all hiring mechanisms) are encouraged to have, at minimum, a situational telework agreement in place. This provides all employees the flexibility to telework when there are emergencies, such as a national emergency, inclement weather, climate change-related emergencies, or other unforeseen contingencies that might prevent the employee from commuting to the official USAID worksite.

Updated Telework and Remote Work Policy

USAID's Telework and Remote work policy ([ADS 405](#)) clearly outlines the rules and responsibilities of supervisors and employees who participate in the telework and remote work program. For staff who participate in the telework program, they and their supervisors have the right to cancel a telework arrangement with prior notice of at least 14 calendar days, which allows sufficient time for both parties to plan for the change in status.

When an employee is temporarily unable to report to the official USAID worksite as scheduled, the supervisor may approve a temporary telework arrangement that allows the employee to telework full-time from the alternative work location. Employees who cannot report to the USAID worksite as designated by their position, and seek to telework or remote work due to a disability or medical condition(s), may request reasonable accommodation for longer periods.

Staff Care Services Available to All Employees

Additionally, USAID staff have access to our Staff Care Service Center, which provides in-person and virtual services to the workforce and their family members. These include: counseling and support groups, as well as assistance with work-life issues, such as parenting, caregiving, legal referrals, financial management, health and wellness, and more. These services can help provide a softer landing and more supportive environment as staff adjust to a different work-life balance and transition to greater in person presence.

Flexible IT-Enabled Space Options

USAID has updated its workspace standards and policies ([ADS 517](#)) to enhance space utilization, and achieve a more modern and interactive workplace that supports equitable and consistent access to office space for individuals and teams. In addition to assigned and shared work-stations and GFE Laptops, all USAID in-person staff have access to hoteling workstations at both of USAID's two primary headquarters buildings in Washington DC – open collaborative spaces (kitchens, lunchrooms, team rooms), focus rooms, and conference rooms that can be easily reserved through our calendar invite system. Wifi is available throughout all USAID buildings.

Inclusivity and Space

Staff can also plan ahead for on-site work by going to our '**SpaceMatters**' intranet site, where information about building and neighborhood services, in-person collaborative tools, shared space etiquette guidelines, and accessibility services can be found. USAID buildings feature many amenities that support staff psychological safety, such as access to gender-neutral bathrooms, quiet rooms that can also be reserved for prayer, and lactation rooms. USAID DC lactation rooms are equipped with highly efficient hospital-grade pumps, refrigerators, and wifi access. The lactation program provides access to certified lactation specialists via phone, 24/7. USAID's lactation program and Staff Care provides extensive

support to new parents returning to the office. USAID's inclusive spaces and programs improve staff ability to work-in office and builds a broader sense of belonging that is important for morale.

Refresher Trainings: Respectful, Inclusive, and Safe Work Environments

We recognize that as USAID staff transition to more in person time in the office, different workstyles and behaviors can lead to difficult interpersonal dynamics. This is particularly true for an agency that hired thousands of new staff during and in the transition out of the COVID-19 Pandemic. Therefore, we offer **weekly Respectful, Inclusive, and Safe Environments (RISE) training sessions** open to all staff, which cover topics such as civility and respect, unconscious bias, standards of conduct, and bystander intervention.

Exceptions and Escalation Options

The flexibility and resources that USAID provides support equitable implementation of USAID's Work Environment plan and **required 3-days weekly/ 6-days per pay period, increased in-person presence posture**. Staff seeking an exception to our telework posture must work with their supervisor about their need for flexibility. Staff who disagree with a determination or the denial of an exception, may do so through the agency's established complaint and grievance procedures.

- 3. Description of your agency's approach to tracking and ensuring implementation with policies. Agency responses here should outline how senior leaders are tracking implementation progress and ensuring that staff comply with stated agency policies, to include optimizing in-person and telework time.*

Senior Leader Accountability

USAID utilizes badge swipes, time-and-attendance data, and telework agreement data to analyze and track compliance with our in-person presence objectives. To encourage accountability, we developed an **in-person presence dashboard for senior leadership**, which is searchable by operating unit (i.e. USAID Bureau/Independent Office). Our Work Environment Team also shares a biweekly BIO report with Agency leaders, in conjunction with our OMB data call submissions.

Supervisor Responsibility

Supervisors at all levels of USAID are also responsible for ensuring that their staff are adhering to their telework agreements, which they can validate as they certify time and attendance data. They are also required to take mandatory refresher training about these responsibilities, which are offered monthly to ensure that new supervisors are brought up to speed quickly.

Organizational Health Check-ins & Actions

Finally, as USAID's Deputy Administrator for Management and Resources, I hold a quarterly Organizational Health check-in with senior leaders/ heads of Bureaus and independent offices to agency leadership to review the performance of their respective operating units against a number of indicators, including their compliance with our required in-person presence posture, and the steps they are taking to ensure that in person time is meaningful for staff, and to ensure equity in application of the posture. All leaders have access to their BIO's performance via our Organizational Health Dashboard.

USAID policies on telework and hours of duty have been updated and an implementation review is planned for the third quarter of FY 2024.

Regards,

Paloma Adams-Allen

USAID Deputy Administrator for Resource and Management

**U.S. Agency for International Development
Telework Policy(s)**



ADS Chapter 405

Telework and Remote Work Program

Full Revision Date: 07/25/2023
Responsible Office: HCTM
File Name: 405_ 072523

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ADS 405 – Telework and Remote Work Program

405.1 OVERVIEW

Effective Date: 07/25/2023

This chapter establishes USAID’s Telework and Remote Work Program, which the Agency implements, in accordance with the [Telework Enhancement Act \(the Act\)](#) and subsequent U.S. Office of Personnel Management (OPM) guidance. All USAID Operating Units (OUs) must ensure compliance with the directives and required procedures of this chapter and labor relations obligations. All USAID Overseas Missions and Offices must establish telework policies for personnel at post, adhering to the guidance of the Chief of Mission (COM).

This chapter applies to U.S. Direct Hire (USDH), Civil Service (CS), and Foreign Service (FS) employees assigned to a position in the United States. Employees assigned to an overseas post must follow the relevant post-specific telework policy.

This ADS chapter **does not** apply to Personal Services Contractors (PSCs) or Institutional Support Contractors (ISCs).

- a. Telework and Remote Work Program options for U.S.-based U.S. PSCs (USPSCs), and certain overseas USPSCs and Third Country National (TCN) PSCs (TCNPSCs) not subject to the Local Compensation Plan (LCP), are governed by [ADS 309man, Telework and Remote Work Policy for Personal Service Contracts with Individuals \(PSCs\)](#).
- b. Telework and Remote Work Program options for Cooperating Country National PSCs (CCNPSCs) and TCNPSCs subject to the LCP are governed by the applicable LCP and Mission policy, based on local labor law and other considerations.
- c. Telework and Remote Work Program options for ISCs are governed by the specific personnel policies and procedures of their employer, the institutional contractor, which is their employer.

405.2 PRIMARY RESPONSIBILITIES

Effective Date: 07/25/2023

- a. The **Office of Human Capital and Talent Management (HCTM), Chief Human Capital Officer (CHCO)**, is responsible for:
 1. Overseeing policy development of and implementing the Agency’s Telework and Remote Work Program;
 2. Advising Agency leadership on the administration of the Telework and Remote Work Program;

3. Designating an employee within HCTM as the Agency's Telework Managing Officer (TMO);
4. Overseeing the collection and reporting of telework and remote work data, in response to reporting requirements from OPM and other government organizations;
5. Establishing and providing guidance on determining telework or remote work position designations;
6. Ensuring that the head of each Bureau and Independent Office (B/IO), i.e., Assistant Administrator for Bureaus and Office Director for Independent Offices, or designees, designate positions within their B/IO for telework and remote work eligibility;
7. Validating B/IO position designation submissions as telework and remote work eligible; and
8. Requiring all staff who are authorized to participate in the Telework and Remote Work Program to complete [USAID's Telework and Remote Work Program Agreement](#).

b. The Office of Human Capital and Talent Management, Telework Managing Officer (TMO), is responsible for:

1. Serving as an advisor for Agency leadership regarding the Telework and Remote Work Program;
2. Providing B/IOs, Missions, supervisors, employees, and the Telework Coordinator with technical assistance and advisory services for the Telework and Remote Work Program;
3. Serving as the Agency's primary point of contact (POC) for telework and remote work matters;
4. Developing and interpreting USAID's Telework and Remote Work Program policies and standards;
5. Developing goals and metrics to assess the Telework and Remote Work Program's progress toward objectives;
6. Providing oversight of the Telework and Remote Work Program agreement, and ensuring that the agreement collects the required data and that the approval process meets USAID's policies and standards;
7. Reviewing remote work request for outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA locality pay area and Domestic Employee Teleworking Overseas (DETO) have the required documentation;

8. Coordinating the collection and reporting of Telework and Remote Work Program data to OPM and other agencies, as needed;
9. Ensuring all employees who are authorized to participate in the Telework and Remote Work Program and their supervisors have access to and complete the required training;
10. Providing Telework and Remote Work Program data to the Office of Civil Rights (OCR), as requested, for purposes of mandatory federal reporting and the proactive prevention of discrimination and harassment; and
11. Providing coordination on Telework and Remote Work Program issues, in response to Agency and national emergencies.

c. The Office of Human Capital and Talent Management, Center for Performance Excellence, Management, (HCTM/CPE) is responsible for:

1. Ensuring Senior Executive Service (SES), Senior Level (SL), and Scientific and Professional (ST) vacancy announcements contain accurate information, regarding eligibility of positions for the Telework and Remote Work Program; and
2. Ensuring new and existing SES, SL, ST, and Administratively Determined (AD) political appointee position descriptions (PDs) are annotated with the appropriate Telework and Remote Work Program designation.

d. The Office of Human Capital and Talent Management, Human Capital Services Center, (HCTM/HCSC) is responsible for:

1. Ensuring General Schedule (GS) vacancy announcements contain accurate information, regarding the position's designation as Telework and Remote Work Program eligible;
2. Ensuring new and existing position descriptions are annotated with the appropriate Telework and Remote Work Program position designation;
3. Ensuring requests for change of duty stations personnel actions (SF 52/50) are timely processed for approved remote work arrangements and DETO requests; and
4. Supporting OCR's Reasonable Accommodation Program and facilitating accommodations that are approved for telework or remote work.

e. The Director, Office of Human Capital and Talent Management, Foreign Service Center (HCTM/FSC) is responsible for:

1. Ensuring narratives for FS and Senior Foreign Service (SFS) positions on bid lists indicate the eligibility for or designation of the Telework and Remote Work Program;
2. Ensuring Foreign Service Limited (FSL) vacancy announcements contain accurate information regarding Telework and Remote Work Program eligibility;
3. Reviewing and approving remote work requests (outside the Washington-Baltimore- Arlington, DC-MD-VA-WV-PA locality pay area), and DETO request packages for domestic FS, SFS, and FSL employees;
4. Reviewing and approving special consideration requests for teleworking away from post for more than 90 consecutive calendar days for FS, FSL, and SFS employees;
5. Facilitating the accurate processing of FS remote work and DETO approvals;
6. Supporting OCR's Reasonable Accommodation Program and serving as the decision maker for accommodation requests for FS employees who are seeking telework in the United States for more than 90 consecutive calendar days or remote work, via the Exceptions Committee; and
7. Serving as the Deciding Official for the Foreign Service Exceptions Committee for temporary telework requests for more than 90 consecutive calendar days in the United States for FS and SFS overseas-based employees and for remote work arrangements for FS employees on the Complement.

f. The Office of Human Capital and Talent Management, Foreign Service Center's Exceptions Committee is responsible for:

1. Reviewing and making recommendations to the FSC Director, regarding FS and SFS overseas-based staff's temporary telework requests for more than 90 consecutive calendar days in the United States; and
2. Reviewing and making recommendations to the FSC Director, regarding FS and SFS officers on complement assignments remote work eligibility.

g. The Office of the General Counsel, Ethics and Administration Division (GC/EA) is responsible for:

1. Providing legal advice on all aspects of this ADS chapter;
2. Conducting anti-nepotism reviews of Telework and Remote Work Program requests when Agency employees request to work in the same overseas location as their family member who is also a federal employee; and

3. Coordinating with the Department of State (State), Bureau of Global Talent Management (GTM), on DETO arrangements involving a relative employed by the Department.

h. The **Office of Security (SEC)** is responsible for:

1. Reviewing DETO and overseas telework requests;
2. Briefing employees on abiding by requisite policies and regulations to safeguard national security information, which includes a prohibition from handling classified information outside of designated government restricted areas; and
3. Conducting applicable investigations, such as security clearance and facility access (HSPD-12) investigations, which are required in order to gain access to the USAID network and/or information systems.

i. The **Office of Civil Rights (OCR)** is responsible for:

1. Administering the Reasonable Accommodation program, including requests from staff for the Telework and Remote Work Program, as a reasonable accommodation, pursuant to [ADS 111, Procedures for Providing Reasonable Accommodation](#), and all applicable federal laws, regulations, and guidelines;
2. Providing conflict resolution, advice, and guidance to management and the workforce to ensure equal opportunity in the Telework and Remote Work Program request process;
3. Annually reviewing Telework and Remote Work workforce demographic data, as part of the Management Directive 715 reporting process to the Equal Employment Opportunity (EEO) Commission; and
4. Establishing and implementing action plans, when needed, to eliminate identified barriers to equal enjoyment of Telework and Remote Work Program benefits and to remedy any discrimination on the basis of an EEO protected class in the application of the Telework and Remote Work Program's policies and procedures.

j. **Bureau Assistant Administrators and Independent Office Directors** (or designees) in USAID/Washington (USAID/W) are responsible for:

1. Ensuring the evaluation and/or re-evaluation of position designations, based on changing business requirements and needs;
2. Promoting and ensuring equity in the application of telework and remote work position designations;

3. Ensuring their B/IO supervisors and managers are held accountable for implementing the Telework and Remote Work Program, in accordance with this policy and applicable B/IO implementing procedures;
4. Ensuring all B/IO staff have an approved and current Telework and Remote Work Program agreement in the [USAID automated system](#), prior to starting to work at the alternative work location;
5. Ensuring consistency in the application of Telework and Remote program laws and policies, and implementation and use of the Telework and Remote Work Program;
6. Reviewing and determining approval of Telework and Remote Work Program requests for staff reporting directly to them;
7. Approving remote work requests outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA locality pay area, DETO requests, or special consideration telework arrangements of more than 90 consecutive calendar days, per 12-month period;
8. Reviewing and approving all legally required work-related costs associated with remote work and DETO arrangements (e.g., temporary duty travel (TDY), International Cooperative Administrative Support Services (ICASS), etc.);
9. Completing all required Telework and Remote Work Program training; and
10. Ensuring the maintenance of B/IOs' operational readiness to oversee onsite health, safety, emergency management, and continuity of operations for all personnel using the Telework and Remote Work Program for distributive operations and establishing responsive accountability protocols, based on telework and remote work designations.

k. Bureau and Independent Office (B/IO) Administrative Management Services (AMS) Staff are responsible for:

1. Serving as Telework Coordinators for respective B/IOs and points of initial contact for Telework and Remote Work Program inquiries;
2. Appointing alternate/back-up Telework Coordinators, if needed;
3. Coordinating and tracking all Telework and Remote Work Program agreements within their respective B/IOs;
4. Supporting OCR's Reasonable Accommodation Program and facilitating necessary procurements/accommodations that are approved for telework or remote work;
5. Designating and maintaining temporary "hoteling" workspace for Telework and Remote Work Program participants who do not have a permanent workspace;

6. Reviewing an employee's request for remote work outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA locality pay area, which includes domestic and DETO requests;
7. Supporting OCR's Reasonable Accommodation Program and facilitating necessary procurements/accommodations that are approved for telework; and
8. Performing logistics, space and administrative management services that are related to Telework and Remote Work Program and DETOs; including identifying and documenting ICASS costs for DETO arrangements, and requesting and ensuring COM approval is received on DETO requests, via the electronic country clearance (eCC) or the [National Security Decision Directive 38 \(NSDD-38\) system](#), prior to employees teleworking overseas.

I. Supervisors are responsible for:

1. Completing the mandatory Telework and Remote Work Program training for supervisors and ensuring employees complete their mandatory Telework and Remote Work Program training prior to approving requests and entering into a Telework and Remote Work Program arrangement (see section **405.3.5**);
2. Adhering to the Agency's Diversity, Equity, Inclusion, and Accessibility (DEIA) principles when reviewing telework/remote work requests;
3. Reviewing and approving employee Telework and Remote Work Program agreements in the [USAID automated system](#);
4. Ensuring the benefits and costs to USAID are assessed when reviewing and approving remote work and DETO requests;
5. Ensuring the consistent application and implementation of the Telework and Remote Work Program policies and procedures;
6. Setting and communicating Telework and Remote Work Program expectations to employees (e.g., participation in meetings, work to be performed and delivered, deadlines, signing in and out; work schedules, leave, etc.);
7. Evaluating the impact the Telework and Remote Work Program arrangements have on the work unit's performance and functionality;
8. Monitoring the Telework and Remote Work Program arrangement's impact on employee performance and mission requirements of the B/IO, overseas Mission, or Agency;

9. Disapproving or terminating Telework and Remote Work Program arrangements, if employee performance is not meeting performance objectives;
10. Providing employees with appropriate notice before terminating or modifying a Telework and Remote Work Program Agreement (see section **405.3.7.1**);
11. Ensuring employees accurately record time spent in a Telework and Remote Work Program status in the time and attendance system;
12. Serving as a Deciding Official on disability accommodation requests related to telework and remote work, in consultation with OCR and after engaging in the interactive process (see [ADS 111.3.1.3](#)); and
13. Adjudicating temporary full-time telework arrangements that are 90 consecutive calendar days or less, per 12-month period.

m. Mission Directors or Principal Officers in USAID Overseas Missions and Offices (or designees) are responsible for:

1. Ensuring that a Mission Order on Telework is developed, implemented, and contains required policies and procedures, to include delays while on travel, for all Mission staff;
2. Developing and implementing telework and DETO arrangements, in close consultation with the COM, the USAID Assistant Administrator (or designee) for the regional Bureau, Regional Security Officer (RSO), Bureau for Management's Office of the Chief Information Officer (M/CIO), the AMS, and HCTM;
3. Reviewing and approving telework requests for in-country telework or for temporary full-time telework in the United States of 90 consecutive calendar days or less to accommodate medical evacuations (MEDEVACs) or other emergency situations; and
4. Ensuring employees complete all required telework training prior to approving or entering into a telework or remote work agreement.

n. The Bureau for Management, Office of the Chief Information Officer (M/CIO) is responsible for:

1. Developing strategies and providing guidance for enterprise information technology capabilities and data security required to support Telework and Remote Work Programs;
2. Overseeing the evaluation of new and emerging technologies that facilitate Telework and Remote Work Programs and approving them for Agency-wide use, as appropriate;

3. Coordinating with relevant offices on inventories of available government furnished equipment (GFE) and other necessary equipment for staff use in the Telework and Remote Work Program;
4. Establishing criteria and guidelines for using and protecting GFE when accessing USAID's information systems and networks to perform work under the Telework and Remote Work Programs; and
5. Approving overseas telework GFE requests.

o. The **Bureau for Management, Office of Management Services (M/MS)** is responsible for:

1. Issuing Agency Notices on USAID's operating status in each instance of an early departure, emergency closure, delayed arrival, or the option for unscheduled leave or unscheduled telework when such status change is based on a continuity of operations, emergency, or safety incident in domestic facilities;
2. Developing policy and guidance for the designation of workspace within domestic facilities; and
3. Developing policy and guidance for the commuter benefits programs ([ADS 515, Transit Benefits \(SmartBenefits®\) Program](#)).

p. The **Bureau for Management, Office of Management Services (M/MS) Continuity of Operations (COOP) Coordinator** is responsible for ensuring telework and remote work are incorporated into COOP plans, policy, and procedures to ensure USAID's essential functions during any type of threat or disruption from an approved worksite continues (see [ADS 531, Continuity of Operations \(COOP\) Program](#)).

q. The **Bureau for Management, Office of Management Services Occupant Emergency Coordinator (OEC)** is responsible for ensuring a process for evacuation and accountability is in place for all occupants, including telework and remote workers, and ensuring managers, supervisors, and others, as appropriate, understand their responsibilities for the safety of any visitors in the work area if the Occupant Emergency Plan (OEP) is activated (see [ADS 524, Emergency Management](#)).

r. The **Bureau for Management, Office of Management Policy, Budget, and Performance, Budget Division (M/MPBP/BUD)** is responsible for:

1. Reviewing resource implications associated with the Telework and Remote Work Program (Washington-Baltimore-Arlington, DC-MD-VA-WV-PA locality pay area) or DETO requests;

2. Ensuring salary and benefits (S&B), Operating Expense (OE), and Operating Year Budget (OYB) will fund the resource implications of remote work (i.e., outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA locality pay area); and
3. Reviewing remote work (outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA locality pay area) and DETO requests for budget concerns.

s. Mission Executive Officers (EXO) are responsible for:

1. Serving as the Mission Telework Coordinator and point of initial contact for telework and remote work inquiries;
2. Appointing an alternate/back-up Telework Coordinator, if needed;
3. Coordinating and tracking all telework and remote work agreements within their respective Mission;
4. Ensuring supervisors are aware of the telework and remote work requirements;
5. Coordinating with relevant offices and maintaining inventories of available GFE and other necessary equipment for staff use in the Telework and Remote Work Program;
6. Reporting Telework and Remote Work Program data and information to the TMO and CHCO, as needed;
7. Serving as the Mission liaison with the U.S. Embassy on the development and implementation of post-specific telework policies;
8. Leading the development, implementation, and distribution of a Mission Order on Telework, based on Agency and post-specific policy and guidance;
9. Coordinating with AMS to ensure COM approval is received on DETO requests via either the eCC or [NSDD-38 system](#), prior to employees beginning DETOs at their posts;
10. Providing support, as needed, to facilitate approved DETO arrangements;
11. Adhering to established Telework and Remote Work Program policy and required procedures;
12. Reviewing and clearing on an employee's telework request that is recommended by employee supervisors, whether for in-country telework or for temporary telework of 90 consecutive calendar days or less; and

13. Supporting OCR's Reasonable Accommodation Program and facilitating necessary procurements/accommodations that are approved for telework or remote work.

t. **Telework and Remote Work participants** are responsible for:

1. Completing all required training, prior to entering into a Telework and Remote Work Program arrangement;
2. Ensuring a Telework or Remote Work Agreement is approved by all required approvers, prior to beginning the telework or remote work arrangement;
3. Adhering to established Telework and Remote Work Program policy and required procedures;
4. Complying with office procedures and protocols, including:
 - Complying with supervisory expectations regarding Telework and Remote Work Program expectations, i.e., availability and accessibility to customers, coworkers, and supervisors; and
 - Adhering to office specific telework and remote work standard operating procedure requirements, as established (e.g., customer service, timeframe for returning calls, messages, and email communication, staff meeting attendance and work schedule).
5. Accurately coding time worked in a Telework and Remote Work Program status in the time and attendance system;
6. Reporting to the official USAID worksite, when requested by the supervisor or B/IO leadership;
7. Ensuring the Telework and Remote Work Program arrangement does not negatively impact their work or the work of other team members;
8. Ensuring the duty station is correctly annotated on the Notification of Personnel Action;
9. Ensuring their alternative worksite has the appropriate resources available to support a Telework and Remote Work Program and meets established safety and data security criteria, as outlined in the Telework and Remote Work Program agreement;
10. Adhering to USAID's rules and regulations (e.g., Agency Rules of Behavior for Users and Acceptable Use Policy for IT Resources) regarding the use of GFE and records management; and

11. Reviewing/updating their Telework and Remote Work Program agreement annually, or as necessary.

405.3 POLICY DIRECTIVES AND REQUIRED PROCEDURES

Effective Date: 07/25/2023

This section establishes the policy and procedures for USAID's Telework and Remote Work Program. These procedures are applicable to Telework and Remote Work Program arrangements for USDH employees.

In implementing a Telework and Remote Work Program, in compliance with the [Act](#) and OPM guidelines, USAID:

- a. Establishes policy under which eligible employees are authorized to telework and remote work;
- b. Supports a flexible and agile workforce that is better able to respond to local and national emergencies and events;
- c. Highlights its core values and principles of EEO and DEIA; and
- d. Promotes greater use of the Telework and Remote Work Program during emergency situations, including national emergencies, severe weather conditions, climate change-related emergencies, or other circumstances that disrupt or prevent employees from commuting or reporting to work.

405.3.1 General Provisions

Effective Date: 07/25/2023

Participation in the USAID Telework and Remote Work Program is voluntary and approved on a case-by-case basis by the employee's supervisor. Employees electing not to participate in the USAID Telework and Remote Work Program are required to submit a telework agreement that indicates their election to "opt-out" of the program.

Management may modify or terminate a Telework and Remote Work Agreement for business needs, performance, or an employee's failure to comply with policy directives and required procedures and protocols. The following standard provisions apply to USAID's Telework and Remote Work Program:

- a. Supervisors implement a Telework and Remote Work Program while taking into account the needs and work of the organization to maximize productivity and performance;
- b. B/IO leadership may use telework and remote work as a recruitment and retention tool and are required to identify a position's Telework and Remote Work Program eligibility in vacancy announcements;

- c. All employees are encouraged to have, at a minimum, a situational telework agreement in place. This allows employees to have the flexibility to telework when there are emergencies, such as a national emergency, inclement weather, climate change-related emergencies, or other unforeseen contingencies that prevent the employee from commuting to the official USAID worksite;
- d. USAID uses the [USAID automated system](#) to record and track all Telework and Remote Work Program arrangements. Telework and Remote Work Agreements remain in effect, up to one year from the date indicated on the approved agreement, although lesser periods may be approved. A revised/new Telework and Remote Work Agreement may be required when there is a change in work requirements, supervisor (on more than a temporary basis), or transfer/reassignment to a new position, B/IO, or overseas Mission;
- e. All employees are required to complete the mandatory online [OPM web-based telework training](#) for employees and managers, as applicable;
- f. Employees may be ordered to telework or remote work if the employee is a member of the B/IO's COOP, a pandemic has been declared, or other national and/or local emergency situation occurs. Those employees with assigned duties under the Agency COOP Program must be prepared to work at an alternative worksite, at any time, during an emergency event or a situation that results in a disruption to normal office operations, to ensure the continuation of Agency essential business operations;
- g. Employees in telework-eligible or remote work-eligible positions, who wish to opt-out of the Telework and Remote Work Program, must indicate this on a Telework and Remote Work Agreement. Note: Employees who opt-out of all telework will not have the option to telework in the event of an emergency or in the event of an OPM operating status notification of "unscheduled telework" or "unscheduled leave." The employee will be required to report to the office or submit a Leave Request for the day (see [ADS 480, Leave](#)). When an employee notifies the supervisor that they do not want to participate in the Telework and Remote Work Program, regardless of the position designation, the supervisor and the employee should contact the AMS to identify an onsite workspace and perform any logistics coordination requirements.
- h. An employee's participation in the Telework and Remote Work Program may be limited based on the duties encompassed by the position or other aspects of the work environment specific to the position duties. Although many types of positions have work requirements that can be accomplished at an alternative worksite, not all positions are conducive to telework and remote work. The position duties are a primary factor in determining if a position is suitable for telework and remote work;
- i. All employees, regardless of telework and remote work status and alternative worksite, may be called into the official USAID worksite, if their presence is required. Normally, an employee is notified of such a change in advance, but sometimes

advance notice is not possible in certain unforeseen circumstances or emergencies. The expectation is that the employee is required to report to the onsite official USAID worksite, when requested, even if that day is a scheduled telework or remote work day;

- j. A Telework and Remote Work Program is not a substitute for dependent care. Employees are not authorized to telework or remote work with the intent of or for the sole purpose of meeting their dependent care or personal responsibilities while performing official duties;
- k. Employee participation in the Telework and Remote Work Program is subject to all workplace requirements, such as time and attendance, performance and conduct, random drug testing, etc.;
- l. Employees seeking to telework or remote work, due to a disability or medical condition, should contact the Office of Civil Rights, Disability Employment Division, Reasonable Accommodation (OCR/DE/RA) at **reasonableaccommodations@usaid.gov** for guidance; and
- m. Participants in regular/recurring telework and remote work should follow the policy and procedures outlined in [ADS 515, Transit Benefits \(SmartBenefits®\) Program](#) regarding public transit benefits.

405.3.2 Types of Telework

Effective Date: 07/25/2023

Telework is a work flexibility arrangement in which an employee performs the duties of their position from an approved alternative worksite (e.g., home or other location) other than the official USAID worksite. The three types of telework arrangements are:

- 1. Regular/Recurring:** An alternative work arrangement in which telework occurs from an approved alternative worksite, as part of a pre-approved ongoing, regular/recurring basis, for an approved number of days during each pay period.
- 2. Situational/Unscheduled:** An alternative work arrangement in which telework occurs from an approved alternative worksite (e.g. home or other location) on an irregular, unscheduled, or case-by-case basis; and the hours worked are not part of a previously approved, ongoing, and regular telework schedule.
- 3. Temporary Full-Time Situational Telework:** When an employee may be temporarily unable to report to the official USAID worksite as scheduled, the supervisor may approve a temporary telework arrangement that allows the employee to telework full-time from the alternative work location. The temporary arrangement should be used only in cases where the employee is expected to return to a regular telework schedule and report to the official USAID worksite in the near future. Supervisors should consult with HCTM for further guidance.

Temporary full-time situational telework requests for employees may be considered on a case-by-case basis. There are two types of temporary full-time telework requests:

- a. Requests for up to 90 consecutive calendar days; and
- b. Requests for more than 90 consecutive calendar days and up to one year.

Temporary telework arrangements for up to 90 consecutive calendar days do not require a change in duty station. However, the employee is required to record all telework days in addition to their scheduled telework days as “situational” telework when reporting their time and attendance for the pay period.

Temporary telework arrangements for more than 90 consecutive calendar days require a change in duty station for the period of approved temporary telework. The employee is required to submit a “Remote Work ” agreement in the [USAID automated system](#) to cover the period of time the employee is teleworking full time.

405.3.3 Remote Work

Effective Date: 07/25/2023

Remote work is an arrangement in which an employee, under a written remote work agreement, is scheduled to perform their work at an alternative worksite and is not expected to perform work at an Agency worksite on a regular and recurring basis.

405.3.3.1 Domestic Remote Work

Effective Date: 07/25/2023

Domestic remote work is remote work that occurs at an approved location within the United States or its territories. Remote work arrangements are for domestically assigned USDH employees that occupy positions designated as remote work-eligible. A remote work arrangement is one in which:

- a. The employee is performing assigned official duties and other authorized activities at an approved alternative worksite, typically the employee’s residence, within or outside of the local commuting area of the official USAID worksite;
- b. The position’s duties do not require the employee to physically report to the USAID worksite on a regular or recurring basis;
- c. The arrangement is subject to budget, business, and operational needs of the B/IO and USAID;
- d. The arrangement is subject to a cost-benefit analysis, whereby the benefits and costs to the Agency are considered when determining approval; and

- e. The employee is eligible for appropriate travel reimbursement for days they travel to the official USAID worksite (see section **405.3.19**).

405.3.3.2 Overseas Remote Work

Effective Date: 07/25/2023

A B/IO head or Mission Director may approve a remote work arrangement for a USDH employee's alternative worksite to be located overseas, in accordance with USAID, State, and COM policy and guidance. In certain circumstances, if the employee is sponsored by a Department of Defense (DOD) member, DOD policy applies. Such requests are reviewed on a case-by-case basis, given the unique and varied local conditions that exist from post to post. The following factors, among others, may affect the acceptability of certain telework arrangements abroad: security concerns, the inviolability, or lack thereof, of the remote worker's personal residence, possessions, cost, passport/visa type, and the location and proximity of the alternative worksite to the USAID or U.S. embassy facility in the assigned post.

405.3.3.3 Domestic Employee Teleworking Overseas (DETO)

Effective Date: 07/25/2023

A DETO is an alternative work arrangement in which an USDH, assigned to a domestic position, works remotely from an overseas location for a limited period of time. There are two different types of DETO work arrangements:

- 1. Sponsored:** A USAID USDH employee who is on the government issued permanent change of station (PCS) orders of their sponsoring spouse or domestic partner assigned overseas.
- 2. Independent:** A USAID USDH employee assigned to a domestic position and not on government issued PCS orders, who is teleworking from an overseas location for a limited period of time.

Domestic employees are prohibited from working from an alternative worksite (location) outside of the United States (even on a temporary basis) without official approval from USAID and the State COM of the country in which the employee wishes to telework from. COM approval must be documented via ECC (less than one year) or approved NSDD38 (more than one year). Positions with duties or responsibilities that report on or play any role in matters pertaining to the country or Mission in which the DETO duty station is located are not eligible for DETO arrangements.

Employees with approved DETO arrangements are not part of a U.S. embassy's staffing pattern, detailed to the overseas location, or considered part of the post's regular staffing complement. The employee remains on the B/IO staffing pattern, even though the duty station will be changed to reflect the overseas alternative worksite for the duration of the DETO arrangement.

For FS employees, the time spent teleworking overseas on a DETO is not creditable toward meeting the number of years of overseas assignment service required for promotion or tenure in the FS. DETO time is creditable toward the total service time required for tenure and promotion. Time spent on the DETO is considered overseas service in regards to the limitations on continuous overseas and domestic service as prescribed in the Act (see [ADS 463, Foreign Service and Senior Foreign Service Promotion Eligibility Requirements and Procedures](#), and [ADS 414mad, The Tenure Policy and Process for Foreign Service Career Candidates](#)).

405.3.3.4 Telework Away From Post

Effective Date: 07/25/2023

There are situations that may call for domestic situational telework while away from post for USDH employees, such as MEDEVACs, Emergency Visitation Travel, being delayed while on travel (e.g., when a travel delay prevents immediate return from the United States at the conclusion of rest and recuperation [R&R] trip). Mission Directors have discretion on whether to allow domestic situational telework up to 90 consecutive calendar days in these and similar circumstances and are encouraged to consider these scenarios in their Post specific policies. The HCTM/FSC Director must approve domestic situational telework beyond 90 consecutive calendar days.

The Director, HCTM/FSC will review requests to telework from a country other than the United States on a case-by-case basis and will rarely be approved. Employees seeking telework from a country other than the United States due to personal medical reasons, including pregnancy, should first contact OCR Reasonable Accommodations (reasonableaccommodations@usaid.gov).

405.3.4 Telework and Remote Work Program Eligibility Requirements

Effective Date: 07/25/2023

Participation in the Telework and Remote Work Program is optional and is open to all eligible FS and CS employees, regardless of race, color, religion, sex, including pregnancy, gender identity, sexual orientation, or transgender status, national origin, age, physical or mental disability, genetic information, political affiliation, parental status, marital status, and veteran status, and without regard to prior participation in protected activity.

405.3.4.1 Employee Eligibility

Effective Date: 07/25/2023

In order for an employee to be eligible to enter into a Telework or Remote Work Agreement, the employee must:

- a. Occupy a position designated as telework or remote work eligible;
- b. Have not been officially disciplined for being absent without permission for more than five days in any calendar year;

- c. Have not been officially disciplined for violations of [5 CFR Part 2635](#), for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; or
- d. For Foreign Service Officers (FSOs), have attained tenure.

405.3.4.2 Position Eligibility

Effective Date: 07/25/2023

HCTM/HCSC/C (Classification Division) and HCTM/FSS (Foreign Service Staffing) must coordinate with supervisors to determine telework/remote eligibility, based on the duties and responsibilities of the position. Positions may be ineligible for telework or remote work if the official duties of the position require in-person/onsite presence at the USAID worksite on a regular/recurring basis, to include, but not limited to the following reasons:

- a. Direct handling of secure or sensitive information, including Personally Identifiable Information (PII) or classified national security information, that is not authorized for transmission, discussion, or storing at an alternative worksite;
- b. Tasks that require use of specialized equipment;
- c. Frequent face-to-face contact with other internal and/or external customers, supervisors, or trainers; and
- d. Activities that cannot be handled at an alternative worksite.

HCTM has designated all positions occupied by officers assigned to an FS complement as telework eligible. No positions are designated as eligible for remote work due to the requirement for frequent in-person contact with supervisors, instructors, coaches, and others for those on the various complements. FSOs who wish to be considered for remote telework may submit a request with justification to the FS Exceptions Committee. Untenured FSOs are not permitted to remote work while on the complement.

405.3.5 Training

Effective Date: 07/25/2023

The Telework Enhancement [Act](#) requires USAID to provide and require completion of interactive telework training for eligible employees, prior to entering into a Telework and Remote Work Program agreement. All employees are required to receive and complete OPM's [Telework Fundamentals - Employee Training](#) annually. All managers are required to complete OPM's [Telework Fundamentals - Manager Training](#) annually. Management may provide and require additional and subsequent training to support employees entering Telework and Remote Work Agreements.

405.3.6 Agreements

Effective Date: 07/25/2023

Employees must have an approved Telework or Remote Work Agreement in the USAID [automated system](#), prior to participation in the Telework and Remote Work Program. Agreements are approved for up to one year.

405.3.6.1 Telework Agreements

Effective Date: 07/25/2023

Employees, who occupy telework-eligible positions and wish to telework, must have an approved Telework Agreement in the USAID [automated system](#) prior to participation in the Telework and Remote Work Program. Agreements are approved for up to one year.

405.3.6.2 Remote Work Agreements

Effective Date: 07/25/2023

Employees, who occupy domestic remote-eligible positions and wish to work remotely, are required to seek Bureau Assistant Administrator or Independent Office Director (or designee) approval for a remote work arrangement. In most cases, the remote work duty location will be the employee's home residence. If an employee wishes to change the alternative worksite, (i.e., they are planning to move to a new location) they must submit a new request.

Once the Bureau Assistant Administrator or Independent Office Director (or designee) has approved the request, the employee is required to submit the remote work agreement in the USAID [automated system](#). USAID employees are strictly prohibited from beginning any remote work arrangement before the Remote Work Agreement is approved in the USAID [automated system](#). Employees are required to renew their Remote Work Agreements annually.

405.3.6.3 Situational Telework Agreements

Effective Date: 07/25/2023

Employees who telework irregularly or on a case-by-case basis are required to have a Situational Telework Agreement approved in the USAID [automated system](#). A temporary telework arrangement that is expected to last more than 90 consecutive calendar days requires a change in duty location. Therefore, the employee is required to submit a Remote Work Agreement in the USAID [automated system](#). Once the employee has returned to their originally approved work arrangement, the employee should update their telework agreement in the USAID [automated system](#).

405.3.7 Renewals

Effective Date: 07/25/2023

Employees must submit requests to renew their Telework or Remote Work Agreements annually or upon supervisor's request. Upon receipt of the employee's request, the supervisor must review the request.

405.3.8 Denials, Terminations, and Appeals

Effective Date: 07/25/2023

The supervisor determines whether to deny or terminate the telework or remote work requests. Under certain circumstances, an employee may appeal a denial or termination decision.

405.3.8.1 Denials, Modifications, and Terminations

Effective Date: 07/25/2023

Supervisors should base the decision to deny, modify, or terminate an employee's telework and remote work arrangement on business needs, in accordance with the requirements of the Act and this policy. Supervisors must provide the decision to deny, modify, or terminate an employee's telework or remote work arrangement in writing. When terminating or modifying a telework agreement, a supervisor must provide the employee with written notice of their decision at least 14 calendar days in advance of its implementation, barring operational need. When terminating a Remote Work Agreement, supervisors must provide the employee with written notice of their decision at least 30 calendar days in advance of its implementation, barring operational need.

Employees may request to terminate or modify their telework and remote work arrangements at any time by providing their supervisor with written notice of their decision at least 14 calendar days in advance of the change. Employees should copy their AMS on any written notification to the supervisor to facilitate workspace planning and other logistical issues that arise. If office space is unavailable, termination or modification of the telework agreement may be delayed until the appropriate physical work arrangements are made available. The employee is required to submit a new Agreement in the USAID [automated system](#).

405.3.8.2 Appeals

Effective Date: 07/25/2023

Employees may appeal Agency decisions to deny, terminate, or modify their telework agreements through the Agency's grievance or complaints processes. For additional information related to grievances and complaints, please refer to [ADS 486, Grievances - Foreign Service](#), [ADS 490, Agency Administrative Grievance Procedure](#), the [USAID-AFGE Collective Bargaining Agreement](#), [ADS 110, Equal Employment Opportunity Program](#), and [ADS 114, Anti-Harassment Program](#), as appropriate.

405.3.9 Hours of Duty

Effective Date: 07/25/2023

Employees participating in the Telework and Remote Work Program must maintain hours of duty that are consistent with the Agency's policy on work schedules and hours of duty in USAID/W and in USAID Missions. The administrative work week for USAID Missions varies, according to local customs. Management determines the employee's work schedule, consistent with the work requirements and operational office needs (see [ADS](#)

[479, Hours of Duty](#)). Mission staff must follow the normal business hours at post, unless other hours have been agreed to by the employee, supervisor, and Mission Director.

405.3.10 Pay, Compensation, and Allowances

Effective Date: 07/25/2023

Domestic Assignment Salary: All USDH employees' salaries are based on the duty location annotated on their SF 50, Block 39. Employees on approved Remote Work Agreements, or temporary telework arrangements in excess of 90 consecutive calendar days, outside the Washington- Baltimore-Arlington, DC-MD-VA- WV-PA locality pay area, must ensure their duty location is accurate upon beginning to work at the remote worksite. Employees with a duty location that has a lower locality pay than the Washington- Baltimore-Arlington area, must be indebted to the Federal Government for overpayment of locality pay if the duty location is not changed in a timely manner.

Overseas (DETO) Salary: An employee on a DETO agreement must be paid locality pay in an amount that is equal to the lesser of:

- a. The amount of a locality-based comparability payment that the employee would have been, had the official duty station of the employee not been changed to reflect an overseas location under the DETO agreement; or
- b. The amount of a locality-based comparability payment that the employee would be paid if the employee were an eligible member of the FS.

Premium Pay: All USDH employees, regardless of telework or remote work status, are not authorized to work overtime or to receive premium pay without supervisor's prior approval in the time and attendance system (see [ADS 472, Premium Compensation](#)).

Allowances: The Department of State Standardized Regulations (DSSR) govern allowances and benefits available to U.S. Government civilians in foreign areas. Under [DSSR 031.8](#), DETOs are not eligible for any allowance benefits or payments in their own right. Any eligibility for allowance benefits or payments is only derived from the sponsoring employee, without exception.

405.3.11 Worker's Compensation

Effective Date: 07/25/2023

Employees working in a telework or remote work status are covered by the [Federal Employees Compensation Act](#) when injured or suffering from work-related illnesses while conducting official government business at the official or alternative worksite. The Agency's potential exposure to liability is restricted to the designated alternative worksite. Employees may qualify for payment for continuation of pay or worker's compensation for an on-the-job injury or occupational illness that occurs at the agreed upon official or alternative worksite and during designated work hours (see [ADS 442, The Workers' Compensation Program](#)).

When injured while working at an alternative worksite, employees must follow the same procedures used at the official worksite. The injured employee must notify their supervisor immediately and submit a ticket to the USAID [automated system](#), requesting HCTM/HCSC's Employee Services and Benefits (ESB) Division's assistance with opening a Worker's Compensation Claim.

405.3.12 Leave

Effective Date: 07/25/2023

Employees are required to follow the policy and procedures outlined in [ADS 480, Leave Program](#).

405.3.13 Time and Attendance

Effective Date: 07/25/2023

Employees and supervisors are responsible for accurate time and attendance reporting, as described in [ADS 626, Payroll and Time and Attendance Transactions](#). Employees in a telework or remote work status must record their work hours in the automated time and attendance system, as follows:

- a. 01-Regular Duty (*time at the USAID official worksite*)
- b. 01-Telework-Situational/Unscheduled
- c. 01-Telework-Regular/Recurring
- d. 01-Remote Work
- e. 01-DETO

When an employee is authorized to do temporary telework in addition to their approved telework agreement, the time for those days should be recorded as 01-Telework-Situational/Unscheduled. Employees and their supervisors agree to the work schedule for recurring telework days, which may be a routine schedule or vary, based on the duties and responsibilities.

405.3.14 Government Furnished Equipment (GFE)

Effective Date: 07/25/2023

M/CIO, on behalf of USAID, is responsible for providing a government-furnished laptop computer and, when requested, mobile devices to employees with telework and remote work arrangements (see [ADS 549, Telecommunications Management](#) for information on mobile devices). Employees who are issued government-furnished laptops that work in **unrestricted space** may take their laptops to approved alternative worksites, upon their B/IO approval. Government-furnished network enterprise laptops (GF-NEL) issued in restricted space must always be connected to an Agency network and secured to a desk. These devices must not be removed from the designated restricted space. OUs may

request approval to purchase a second device for use by a designated user for use in their alternative worksite (see [ADS 547, Property Management of Information Technology \(IT\)](#), [ADS 552, Cyber Security for National Security Information \(NSI\) Systems](#), and [ADS 568, National Security Information Program](#)).

Under specific circumstances, the Agency is obligated to provide some assistive technology and devices for an employee's use while in a telework and remote work status as a reasonable accommodation. These determinations are made on a case-by-case basis, as part of the reasonable accommodation approval process (see [ADS 111, Procedures for Providing Reasonable Accommodation](#)).

405.3.15 Alternative Worksite Workspace

Effective Date: 07/25/2023

Telework and Remote Work Program employees should designate a specific workspace at their alternative worksite for use in performance of their duties. Telework or remote work participants are required to self-certify that their alternative worksite meets the required safety requirements, as part of the [Telework/Remote Work Agreement](#).

The Agency is not responsible for any other incidental costs (e.g., residential utilities, internet fees, insurance, home maintenance, or furniture) associated with the use of the employee's residence, unless otherwise approved, as part of a reasonable accommodation. Employees who participate in the Telework and Remote Work Program may be asked to engage in "hoteling" or sharing office space when they are present at the official worksite.

405.3.16 Security and Safeguarding of Government Information

Effective Date: 07/25/2023

Employees are prohibited, under any circumstances, from taking any classified information from the USAID worksite to an alternative worksite. In addition, electronic data files with Sensitive but Unclassified (SBU) information that contain PII must not be transferred outside the Agency's network. Similarly, SBU data must not be transferred outside of .gov or .mil networks.

At USAID, security policies are enforced at the same rigorous level when employees telework or remote work, as when they are at the Agency worksite. Employees must comply with current standards for remote operations while performing their official duties from their alternative worksites. All employees are required to keep USG property and information safe, secure, and separated from their personal property and information (see [ADS 545](#), [ADS 545mbd, Rules of Behavior for Users](#), and [ADS 568, National Security Information Program](#)).

Unless circumstances prohibit it, Virtual Private Networks (VPNs) should be used when conducting official government business.

Refer to [ADS 502, USAID Records Management Program](#) for more information.

405.3.17 Agency Continuity of Operations (COOP) Plan

Effective Date: 07/25/2023

The Telework and Remote Work Program is an integral part of the Agency's emergency planning. During any period of time when USAID is operating under a COOP activation or deployment, the COOP plan supersedes this policy and the provisions of the Telework and Remote Work Agreement.

In emergency or crisis situations, certain employees with mission-critical or emergency essential duties and those that are designated as Emergency Relocation Group (ERG) members may be required to telework in the case of a COOP event. All ERG members are required to have at least an approved situational telework agreement. This requirement cannot be waived. In the event of an emergency situation, regardless of weather conditions or any other public announcements of dismissal or suspension of activities, ERG members must adhere to the procedures, as outlined in the COOP Plan. Additional information on the Agency's COOP Plan can be found in [ADS 531, Continuity of Operations\(COOP\) Program](#).

405.3.18 Government-wide Dismissal and Closure Procedures

Effective Date: 07/25/2023

Agency Notices issued as an Executive Message provide guidance to domestic employees on USAID's operating status in each instance of an early departure, emergency closure, delayed arrival, or the option for unscheduled leave or unscheduled telework, in response to a COOP or emergency incident. In these and other situations that affect the Agency's operating status, USAID follows OPM's guidelines and any guidance issued by or at the request of M/MS.

During inclement weather or an emergency incident when telework is made available, employees with approved Telework or Remote Work Agreements are expected to work their scheduled hours at their alternative or official worksite. Employees on approved Telework and Remote Work Agreements are not eligible for Weather and Safety Leave (WSL), in accordance with [5 CFR 630.1605](#), unless there are extenuating circumstances that prevent them from working from their alternative or official worksites.

405.3.19 Travel, Transportation, and Relocation Cost

Effective Date: 07/25/2023

Employees approved to telework are eligible for the Agency's transit benefits and subsidized parking programs, per [ADS 514, Parking Administration Program](#) and [ADS 515, Transit Benefits \(SmartBenefits®\) Program](#). Employees who have been approved to remote work may be required to travel to the USAID worksite, and the B/IO is responsible for the travel costs that are associated with having the employee travel to the USAID worksite. Remote workers in the local commuting area must file a [SF 1164](#) for reimbursement for authorized travel costs, following their respective B/IOs internal

guidelines and process for budgeting and vouchering of costs. Employees traveling from outside the local commuting area require a travel authorization. Employees should refer to [ADS 522, Performance of Temporary Duty Travel in the United States and Abroad](#) for additional information.

Relocation Cost. USAID incurs no relocation expenses relating to an employee voluntarily relocating while employed at USAID, upon approval of a remote work arrangement. Employees, who voluntarily relocated after receiving approval for a remote work arrangement, are responsible for all costs to relocate back to the commuting area, if the employee’s position designation changes to require their presence in the office on a regular basis, such as a change from remote work eligible to telework eligible.

Although employees on an approved Remote Work Agreement generally are not expected to report in-person/onsite at the official worksite, the supervisor can require the presence of a remote work employee at the official worksite in certain situations and with reasonable notice to the employee. In the event that a remote worker is expected to report to a different official or Agency worksite, the B/IO is responsible for the employee’s travel expenses.

405.3.20 Teleworking While in TDY Status

Effective Date: 07/25/2023

Telework or remote work arrangements are suspended when the employee is scheduled for TDY or official training that requires in-person attendance. Employees on official TDY to an overseas post may only telework at the TDY worksite when authorized by the Mission Director, in consultation with COM, generally in response to a continuity of operations, emergency, or safety incident at post.

405.3.21 Reasonable Accommodation

Effective Date: 07/25/2023

Aside from the terms and conditions of telework and remote work noted in this chapter, telework and remote work may be provided as a reasonable accommodation that enables an eligible employee with a disability to perform the essential functions of their position. The Office of Civil Rights, Disability Employment Division, Reasonable Accommodation (OCR/DE/RA) Program works with Agency management to ensure determinations for the Telework and Remote Work Program arrangements, as an accommodation for disability, are made in accordance with the provisions of the [Rehabilitation Act of 1973](#), [The Americans with Disabilities Act Amendments Act of 2008](#), [29 CFR 1630](#), and [ADS 111, Procedures for Providing Reasonable Accommodation](#).

For further guidance on the use of telework or remote work arrangements as a form of reasonable accommodation, see the [OCR Disability Resource Center](#) and [EEOC’s Fact Sheet “Work at Home/Telework as a Reasonable Accommodation.”](#)

405.3.22 Records Management

Effective Date: 07/25/2023

Telework and Remote Work Program employees working from an approved alternative worksite have the same responsibility for managing USAID records, as if they are working at the USAID worksite. Electronic records must be preserved and managed, in accordance with the requirements of [ADS 502, The USAID Records Management Program](#).

405.4 MANDATORY REFERENCES

405.4.1 External Mandatory References

Effective Date: 07/25/2023

- a. [3 FAM 1612, Declaration of a Domestic Partner](#)
- b. [5 CFR 531.605, Determining an employee's official worksite](#)
- c. [5 CFR 630.1605, Telework and emergency employees](#)
- d. [5 CFR Part 2635, Standards of Ethical Conduct for Employees of the Executive Branch](#)
- e. [5 U.S.C. 2105, Employee](#)
- f. [5 U.S.C. 6502, Executive agencies telework requirement](#)
- g. [29 CFR 1630, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act](#)
- h. [EEOC's Fact Sheet, Work At Home/Telework as a Reasonable Accommodation](#)
- i. [EEOC Management Directive 715, Federal Agency Annual EEO Program Status Report](#)
- j. [Federal Employees' Compensation Act](#)
- k. [Rehabilitation Act of 1973](#)
- l. [Requirements for Executive Branch Employees Teleworking in Foreign Locations](#)
- m. [Telework Enhancement Act](#)
- n. [The Americans with Disabilities Act Amendments Act of 2008](#)

405.4.2 Internal Mandatory References

Effective Date: 07/25/2023

- a. [ADS 109, Ethics and Standards of Conduct](#)
- b. [ADS 110, Equal Employment Opportunity Program](#)
- c. [ADS 111, Procedures for Providing Reasonable Accommodation](#)
- d. [ADS 309, Personal Services Contracts with Individuals](#)
- e. [ADS 309man, Telework and Remote Work Policy for Personal Services Contracts with Individuals \(PSCs\)](#)
- f. [ADS 442, Workers' Compensation Program](#)
- g. [ADS 463, Foreign Service and Senior Foreign Service Promotion Eligibility Requirements and Procedures](#)
- h. [ADS 472, Premium Compensation](#)
- i. [ADS 479, Hours of Duty](#)
- j. [ADS 480, Leave](#)
- k. [ADS 486, Grievances - Foreign Service](#)
- l. [ADS 490, Agency Administrative Grievance Procedure](#)
- m. [ADS 502, The USAID Records Management Program](#)
- n. [ADS 514, Parking Administration Program](#)
- o. [ADS 515, Transit Benefits \(SmartBenefits[®]\) Program](#)
- p. [ADS 522, Performance of Temporary Duty Travel in the United States and Abroad](#)
- q. [ADS 524, Emergency Management](#)
- r. [ADS 531, Continuity of Operations \(COOP\) Program](#)
- s. [ADS 545, Information Systems Security](#)
- t. [ADS 545mbd, Rules of Behavior for Users](#)

- u. [ADS 547, Property Management of Information Technology \(IT\)](#)
- v. [ADS 549, Telecommunications Management](#)
- w. [ADS 552, Cyber Security for National Security Information \(NSI\) Systems](#)
- x. [ADS 568, National Security Information Program](#)

405.5 ADDITIONAL HELP
Effective Date: 07/25/2023

- a. [Office of Civil Rights Disability Resource Center](#)
- b. [Office of Personnel Management Virtual Telework Fundamentals Training Courses](#)
- c. [Office of Workers' Compensation Programs \(OWCP\) forms](#)

405.6 DEFINITIONS
Effective Date: 07/25/2023

See the [Glossary of ADS Terms](#) for all ADS terms and definitions.

Alternative Worksite

A location, other than the official worksite of the employee's position of record, that has been approved for the performance of assigned official duties, as designated on the telework or remote work agreement. It may be an employee's home or other approved worksite that is conducive to performing the official duties. (**Chapter 405**)

Climate-Change Related Emergencies

Acute weather events that prevent access to the worksite or disrupt operations, including intense storms, frequent heavy precipitation, heat waves, drought, extreme flooding, and higher sea levels. (**Chapter 405**)

Continuity of Operations Plan (COOP)

An effort within individual organizations to ensure they can continue to perform their essential functions during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies. (**Chapter 405** and [531](#))

Disability

A physical or mental impairment that substantially limits one or more of the major life activities of an individual; a record of such an impairment; or being regarded as having such an impairment. (**Chapter [111](#)** and **405**)

Disciplinary Action

Actions including, but not limited to, reprimand, suspension, demotion, and removal. (Chapters [109](#), [405](#), [485](#), [487](#))

Domestic Employee Teleworking Overseas (DETO)

A USAID U.S. direct-hire employee assigned to a domestic position and teleworking from an overseas location for a limited period of time. A DETO can be sponsored or independent. (Chapter [405](#))

Domestic Employee Teleworking Overseas (DETO) Agreement

An official agreement documenting the terms and conditions of the DETO arrangement. (Chapter [405](#))

Domestic Partner

An individual who has met all of the criteria listed in, and who is declared to be, a domestic partner of an employee, in accordance with [3 FAM 1612](#). (Chapter [405](#))

Emergency Relocation Group (ERG)

Staff assigned responsibility to continue essential functions from an alternative site in the event that their primary operating facilities are threatened or have been incapacitated by an incident. (Chapter [405](#) and [531](#))

Hoteling

An arrangement in which employees are not assigned permanent, dedicated office space at a USAID location, but rather are provided office space by reservation, on an as-needed basis. (Chapter [405](#))

Independent DETO

A USAID U.S. direct hire employee assigned to a domestic position and not on the permanent change of station (PCS) orders of a sponsoring spouse or domestic partner, who is teleworking from an overseas location for a limited period of time. (Chapter [405](#))

Locality Commuting Area

Commuting area means the geographic area surrounding a work site that encompasses the localities where people live and reasonably can be expected to travel back and forth daily to work, as established by the employing agency based on the generally held expectations of the local community. (Chapter [405](#))

Occupant Emergency Program

An emergency response program that establishes procedures for safeguarding lives and property during emergencies in a particular facility. (Chapter [405](#) and [524](#))

Official Worksite

For purposes of pay and travel, the official worksite is the location of the employee's main reporting office, as long as the employee is regularly scheduled to report physically at least twice each pay period on a regular and recurring basis. Otherwise, the official worksite is

the location of the telework site (for example, the location of the employee's home or other alternative worksite) (**Chapter 405**)

Officially Disciplined

Any disciplinary action that results in the placement of a document in the employee's electronic Official Personnel Folder (eOPF) (e.g., written reprimand, suspension, removal). (**Chapter 405** and [487](#))

Overseas Alternative Worksite:

Also referred to as the overseas duty station. The approved overseas location, which is usually the overseas residence (home), is the site from which the employee will remotely perform the duties of their domestic position through telework via the DETO arrangement. (**Chapter 405**)

Overseas Remote Work

An alternative work arrangement in which an employee works remotely, under a DETO arrangement, from an approved location outside of the United States. (**Chapter 405**)

Position of Record

The official location of the position, as defined by grade, occupational series, appointment type, and any other position-related condition, that determined coverage under the classification system. (**Chapter 405**)

Reasonable Accommodation

Any change in the work environment or application process that enables a person with a disability to enjoy equal employment opportunities. (**Chapter 405** and [111](#))

Regular/Recurring Telework

An alternative work arrangement in which telework occurs from an approved alternative worksite, as part of a pre-approved ongoing, regular/recurring basis for an approved number of days each pay period. (**Chapter 405**)

Relative

A "relative" is a husband, wife, domestic partner as defined in [3 FAM 1600](#), father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (See [3 FAM 8323](#).) (**Chapter 405**)

Remote Work

An alternative work arrangement in which a domestically assigned employee performs the duties of their position of record from an approved alternative worksite on a regular and recurring basis. A remote worker's alternative worksite may be within or outside the local commuting area of the employee's position of record. Some remote work arrangements may have pay-impacting implications. (**Chapter 405**)

Situational Telework

An alternative work arrangement in which telework occurs from an approved alternative worksite on an irregular, unscheduled, or case-by-case basis; and the hours worked were not part of a previously approved, ongoing, and regular telework schedule. (**Chapter 405**)

Sponsored DETO

A USAID U.S. direct hire employee who is on the permanent change of station (PCS) orders of their sponsoring spouse or domestic partner assigned overseas. (**Chapter 405**)

Sponsoring Employee

A Civil or Foreign Service employee who is or will be assigned under PCS orders (i.e., not TDY authorization) to a U.S. Mission abroad under Chief of Mission authority; or a U.S. Government, Department of Defense or uniformed service member who is or will be assigned (not TDY) to a military base or U.S. Mission abroad. (**Chapter 405**)

Spouse

A partner in any legally recognized marriage, regardless of the employee's state of residency. The term spouse does not include unmarried domestic partners, unless they meet the requirements of being spouses in a common-law marriage in states where such marriages are recognized. (**Chapter 405** and [481](#))

Supervisor

An employee that is responsible for the direction of subordinates within their organization unit and whose supervisory responsibilities meet at least the minimum requirements for coverage under the General Schedule Supervisory Guide. Those directed may be subordinate Federal Civil Service employees; assigned military employees; non-federal workers; unpaid volunteers; student trainees; or others. Supervisors serve as coaches that empower staff to accomplish work. Traditional supervisory duties include evaluating employee performance; selecting or participating with considerable weight in the selection of subordinate employees; reviewing and approving leave requests; hearing and resolving complaints and grievances; and effecting disciplinary measures. (**Chapters [113](#), [405](#), [413](#), [462](#), [508](#)**)

Telework

A workplace flexibility arrangement in which an employee performs the duties and responsibilities of the position of record, and other authorized activities, from an approved alternative worksite other than the location from which the employee would otherwise work. (**Chapter 405**)

Telework and Remote Work Program Agreement

A mandatory written agreement that outlines the terms and conditions of the Telework and Remote Work Program arrangement, as approved by the supervisor. (**Chapter 405**)

Telework and Remote Work Program-Eligible Position

A position determined by the Bureau Assistant Administrator and Independent Office (B/IO) Director (or designee) in USAID/Washington (USAID/W) with input and advice from

supervisors. B/IO heads consider the nature of the work or tasks performed and assess whether permitting Telework and Remote Work Program would diminish the ability of the employee in that position to perform successfully or negatively impact the mission.
(Chapter 405)

Unscheduled Telework

An alternative work arrangement in which telework occurs from an approved alternative worksite on an unscheduled basis, in response to a national emergency, inclement weather, climate change-related emergencies, or other unforeseen contingencies.
(Chapter 405)

405_072523

**U.S. Agency for International Development
Collective Bargaining Agreement(s) –
Telework Provisions**

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
AMERICAN FOREIGN SERVICE ASSOCIATION

ADS 405 - Telework and Remote Work Program

I. INTRODUCTION

The parties to this Memorandum of Agreement (MOA) are the U.S. Agency for International Development and the American Foreign Service Association (AFSA).

II. AUTHORITY

This MOA is authorized under the provisions of Chapter 10 of the Foreign Service Act and the Framework Agreement between USAID and AFSA.

III. PURPOSE

The purpose of this MOA is to set forth the negotiated terms and conditions concerning the impact and implementation of ADS 405 - Telework and Remote Work Program.

IV. TERMS AND PROVISIONS OF MOA

- a. Prior to its publication, the Agency will provide a final copy of ADS 405 to AFSA, with tracked changes noting any revisions made subsequent to the effective date of this MOA during final Agency review and formatting. If any of the revisions constitute a change of more than a *de minimis* nature to the conditions of employment of Foreign Service employees, AFSA reserves the right to require further negotiations over the changes. The published ADS chapter is the policy of record for this MOA.

V. OTHER PROVISIONS

- a. Provisions within this MOA will be interpreted in a manner that will not conflict with provisions contained within the Framework Agreement and any applicable law, to include the procedures for negotiating under Article 7 of the Framework Agreement.
- b. If either party becomes aware of significant unanticipated problems that arise following the implementation of this MOU, the parties will inform each other and the parties will meet and discuss and attempt to resolve them as soon as possible.

VI. DURATION

This agreement and ADS 405 shall remain in effect for one year from the effective date of the MOA, as defined below. If neither party gives notice in accordance with paragraph VIII, below, this agreement and ADS 405 shall rollover annually on the anniversary of the effective date of this MOA.

VII. MODIFICATION

This MOA and ADS 405 may be modified or amended at any time upon the mutual written consent of both parties. In the absence of such consent, either party may request negotiations regarding amendment or termination of ADS 405 by giving written notice of its intent to the other party no earlier than 90 calendar days nor later than 60 calendar days prior to the effective date the MOA (or if the agreement has rolled over, the anniversary of the effective date). The MOA and ADS 405 will remain in effect pending satisfaction of the parties' bargaining obligations.

IX. EFFECTIVE DATE

This MOA, two (2) pages in length, shall become effective upon the date of the final signature below.

FOR THE UNION:



Jason Singer
Vice President, AFSA
USAID

Date: July 12, 2023

FOR THE AGENCY:

//signed- AMArmstrong //

Audrey Armstrong
Chief, Policy and Accountability
USAID/HCTM/PPSM

Date: July 6, 2023



Christopher Mixon
ELR Specialist
USAID/HCTM/ELR

Date: July 7, 2023